

## **AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND WIEGAND'S WATER WELL DRILLING**

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This agreement is entered into between the County of Tehama, through its Fire Department of ("County") and WIEGAND'S WATER WELL DRILLING ("Contractor") for the purpose of drilling and installing a new potable well which services the Tehama County Fire Department Paynes Creek Fire Station located at 29960 Plum Creek Road, Paynes Creek CA 96075. Pump and electrical to be completed at a later date by a different vendor.

### **1) RESPONSIBILITIES OF CONTRACTOR**

The Contractor shall provide all labor, equipment, tools, materials, licenses, permits, taxes and fees necessary to drill and install new potable well which services the Tehama County Fire Department Paynes Creek Fire Station located at 29960 Plum Creek Road per the Scope of Work:

- 1) Land clearing, trenching and excavation.
- 2) Install or complete all components of the well system, including, but not limited to: Bore Holes, Well drilling, Well Casing, and Well Screen, E-logs (Driller's report), Grouting, Well Developing.
- 3) Pump testing to ensure well is adequately flushed and sanitary seal is maintained.

Additionally, Contractor shall drill new water well with an 8.75 inch borehole to a depth of 425 feet, cased with a 4 inch PVC well casing, and filled with well gravel to a 20-foot sanitary seal and 5 foot by 5 foot by 5.5 inch pad at the wellhead in accordance with Tehama County Standards, per the attached quote.

### **2) RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement and will have an agent available by phone or in person to made decisions if problems or questions arise.

### **3) COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B, Projected Costs Estimated Cost per Depth Well" at the 425-foot depth. In addition, Contractor shall be paid per Exhibit B: "Additional Cost" for time and materials, well

development, mud and fluid removal; "Standby Time" if responsible decision maker is unavailable for more than one-half hour; "Hard Rock Clause" time and material rate, and "Loss of Circulation" until circulation is reestablished. The Maximum Compensation payable under this Agreement shall not exceed \$70,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

**4) BILLING AND PAYMENT**

Contractor shall be paid a deposit of \$29,625 for equipment and materials to be moved on site. Contractor shall submit an invoice for the remaining balance after the service has been completed to the reasonable satisfaction of the County. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

**5) TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate December 31, 2025 unless terminated in accordance with section 6 below.

**6) TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be

materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Fire Chief.

**7) ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

**8) NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

**9) EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

### **10) INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

### **11) INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

### **12) PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. Contractor further agrees to fully comply with and to require its subcontractor to fully comply with such Prevailing Wage Laws. County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code Section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### **13) NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

### **14) GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

### **15) COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

**16) LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

**17) AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

**18) NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

- |                      |  |
|----------------------|--|
| a. If to County:     | Tehama County Fire Department<br>604 Antelope Blvd.<br>Red Bluff, CA 96080 |
| b. If to Contractor: | Wiegand's Water Well Drilling<br>22 Ridgeview Ln.<br>Oroville, CA 95966    |

Notice shall be deemed to be effective two days after mailing.

**19) NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

**20) STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

**21) LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

**22) RESOLUTION OF AMBIGUITIES:**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

**23) NO THIRD PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

**24) HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

## **25) HARASSMENT**

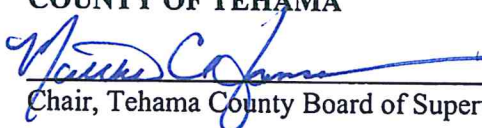
Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

## **26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

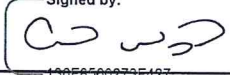
IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 9/9/2025

COUNTY OF TEHAMA  
  
Chair, Tehama County Board of Supervisors

**CONTRACTOR NAME (BOLD/CAPITAL LETTERS)**

Date: 9/8/2025

Signed by:  OWNER  
Chad Wiegand  
Name, Signature, Title  
130F6366273F427...

The following information is required for the agreement to be approved:

CA C-57 License #1104494  
Contractor Number

V000408  
Vendor Number

wwwdrilling@outlook.com  
Vendor/Contractor email address

Chad Wiegand (530) 990-3138  
Vendor/Contractor phone number

Exhibit A

**INSURANCE REQUIREMENTS FOR CONTRACTOR**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

#### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

#### Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

#### Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## Exhibit B

# WIEGAND'S WATER WELL DRILLING

22 RIDGEVIEW LN. OROVILLE, CA. 95966 (530)990-3138 LIC. #1104494

**Proposal for New Water Well Construction**

**DATE:** 5/19/25

**PREPARED FOR:** PAYNES CREEK FIRE STATION

TEHAMA COUNTY FIRE AGENCY

**CONTACT:** CHRIS WUELFING (530)228-1547

**SITE:** 29960 PLUM CREEK RD. PAYNES CREEK CA. 96075

**A.P.N:** 011-190-1013-000 **WELL LOCATION:** 40.3312771, -121.9146173

**PROPOSED SCOPE OF WORK:** Drill new water well with a 8.75" borehole to a proposed depth of 325'/425'/525'. The actual depth of the completed well will be determined as the drilling progresses and under the direction of the owner and/or owners geologist or representatives. The drilling will be done with air rotary unless unconsolidated material is encountered at which time a switch to mud drilling may become necessary to keep the borehole stable. The completed borehole will be cased with 4" SDR 17 (heavy wall) PVC well casing. The annulus will be filled with well gravel, and a 20' sanitary concrete seal and 5'x5'x5.5" pad will be installed at the wellhead in accordance with TEHAMA County standards. The well will then be developed using compressed air to remove any residual drilling fluids and to clean out the perforations, and will then be ready for test pumping or permanent pump system installation.

**PROJECTED COSTS ESTIMATED COST PER. DEPTH WELL: 325' / 425' / 525'**

<u>TEHAMA</u> County permitting includes dousing, submission, inspection	\$	<u>2,500</u>	
Mobilization/Demobilization of equipment	\$	<u>5,500</u>	
Set and remove temporary <u>10"</u> conductor (20')	\$	<u>2,500</u>	
Drilling of <u>8.75"</u> Borehole @ \$ <u>45</u> per foot'	\$	<u>14,625</u>	<u>19,125</u> <u>23,625</u>
if water is located additional \$20 per ft. for work performed	\$	<u>6,500</u>	<u>8,500</u> <u>10,500</u>
P.V.C Well sdr17 casing size <u>4"</u> @ \$ <u>13</u> per foot	\$	<u>4,225</u>	<u>5,525</u> <u>6,825</u>
Well gravel filter pack \$395 per bag 1bag per 100' avg	\$	<u>1,185</u>	<u>1,580</u> <u>1,975</u>
Sanitary seal <u>20'</u> bentonite W/ <u>5'x5'x5.5"</u> slab	\$	<u>5,500</u>	<u>5,500</u> <u>5,500</u>
Well development ( <u>6</u> hours @ \$605/hr)	\$	<u>3,630</u>	<u>3,630</u> <u>3,630</u>
IF MUD DRILLING IS NECESSARY \$3,500 PLUS MATERIALS	\$	<u>5,500</u>	<u>5,500</u> <u>5,500</u>
Water truck per load @ 3 <sup>rd</sup> party rate if water is on site we can deliver a 3k storage tank.			
WELL ABANDONMENT OF EXISTING WELL AS PER COUNTY/STATE	\$	<u>5,500</u>	
<b>PROJECT TOTAL</b>	<b>\$</b>	<b>@325'-<u>\$51,665</u></b>	<b>@425'-<u>\$59,860</u></b> <b>@525'-<u>\$68,055</u></b>

**Accepted by:**

Wiegand's water well drilling \_\_\_\_\_

Land owner /Representative: \_\_\_\_\_

**ADDITIONAL COST:** Additional conductor casing may become necessary if surface conditions beyond 20' prove to be unstable. If needed, switch to mud drilling charge is \$3,500. Additional well development may be necessary at the rate of \$375/HR. Mud and fluid removal, if necessary, will be billed at a T&M rate

of \$150/hr. Test pump can be installed after well development, price dependent on duration and output of well.

**PAYMENT: WELL Deposit (@325'/\$25,125 @425'/\$29,625 @525'/\$34,125) due when equipment is being moved onto site. Full balance is due when casing material is in the hole OWNER MUST DETERMINE LOCATION OF WELL.**

**WIEGAND'S WATER WELL DRILLING IS NOT RESPONSIBLE FOR THE QUANTITY OR QUALITY OF WATER. IF DRILLING WITH MUD AND THE HOLE IS DRY THE FOLLOWING COSTS WILL STILL APPLY: permit, mobilization / demobilization, per foot drilling, casing, gravel pack, well development, sanitary seal, and grading costs where applicable. Detection of water is not possible when drilling with mud rotary, the quantity of water cannot be made until the well has been cased and the well development started.**

**STANDBY TIME: Once drilling has begun time is important. The owner or owner's agent shall be available in person or by phone to make decisions if problems or questions arise. If we are unable to locate owner or owner's agent and a decision is not made within one-half hour of needing one the drilling operation will shift to a standby rate of \$250 per hour until such decision is made.**

**HARD ROCK CLAUSE: Should the contractor encounter hard rock, and the drilling proceeds slower than 2 hours per drill joint (20ft), contractor reserves the right to switch to a T&M rate of \$375 per hour for that portion of the borehole. Switch to T&M rates will not occur without owner's approval.**

**LOSS OF CIRCULATION: Should the formation lose circulation and the contractor is unable to regain circulation within 5 hours of drilling, drilling will go on at an hourly rate of \$375 per hour until circulation is reestablished**

#### **TERMS AND CONDITIONS**

**NOTICE TO OWNER: Complies with section 7018.5 of the California Business and Professions Code. Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors. Any questions concerning a contractor may be referred to the Registrar, Contractors' state License Board, PO Box 2600, Sacramento, CA 95826.**

#### **OWNERS INITIALS: \_\_\_\_\_**

"Under The California Mechanics" Lien Law any contractor, Subcontractor, Laborer, supplier or other person or entity who helps to improve your property, but is not paid for his/her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe." To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice."

**CONTRACTORS AND LABORERS WHO CONTRACT DIRECTLY DO NOT HAVE TO PROVIDE SUCH NOTICE, since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of**

persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanic's lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

**TO ENSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO DO THE FOLLOWING:** Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the contract should be filed with the county recorder for your further protection.

**The Owner as added work shall pay any expense incurred due to such conditions.**

**OWNERS RESPONSIBILITY:** Owner agrees to allow and provide Contractor and his/her equipment access to the property.

**OWNERS INITIALS:** \_\_\_\_\_

**WIEGAND'S WATER WELL DRILLING AND ITS SUBCONTRACTOR ARE TO BE HELD HARMLESS FOR ANY DAMAGE TO CUSTOMER'S PROPERTY, INCLUDING CONCRETE DRIVEWAYS, AND LANDSCAPING DUE TO THE WEIGHT AND SIZE OF EQUIPMENT.**

**DELAYS:** Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public energy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority of allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of other contracts, or holidays, or other causes beyond Contractor's reasonable control.

**SUBCONTRACTS:** The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

**INSURANCE AND DEPOSITES;** Contractor shall carry worker's compensation insurance for the protection of contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's direction and person on the job site at Owner's invitation. If the project is destroyed or damaged by accident, disaster, or calamity, such as fire, storm,

flood, landslide, subsidence, or earthquake, work done by Contractor is re-drilling or restoring the project shall be paid for by the Owner as extra work.

**RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment shall not be made when due, or for any reason that the hole may not be drillable, i.e. large rocks falling in on drill bit, caverns, unstable soil, weather conditions, etc. Owner assumes responsibility for all costs to retrieve or replace equipment due to unstable soil conditions that are beyond the control of contractor.

**HAZARDOUS MATERIAL:** Unless the contract specifically calls for the removal, disturbance, or transportation of hazardous substances, the parties acknowledge that such work requires, special procedures, precaution and/or license. Owner is SOLELY RESPONSIBLE for all costs associated with the treatment, and disposal of hazardous material.

**OWNERS INITIALS:** \_\_\_\_\_

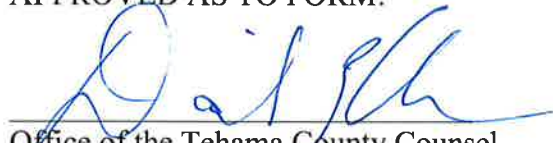
**E-Contract Review**  
**Approval as to Form**

Department Name: County of Tehama Fire Department

Vendor Name: Wiegand's Water Well Drilling

Document Description: Agreement for drilling and installing now potable well

APPROVED AS TO FORM:



Office of the Tehama County Counsel  
Daniel B. Klausner, Senior Deputy County Counsel

Date: 8/20/25



# Tehama County Minutes Certification

File Number: 25-1519

Enactment Number: MISC. AGR 2025-290

**12. FIRE- Fire Chief Monty Smith** **25-1519**

a) AGREEMENT- Request approval and authorization for Chairperson to sign the agreement with Weigand's Water Well Drilling to drill and install new potable well at the Tehama County Fire Department Paynes Creek Fire Station located at 29960 Plum Creek Road, Paynes Creek CA 96075 for a maximum compensation not to exceed \$70,000

Enactment No: MISC. AGR 2025-290

**RESULT:** APPROVE

**MOVER:** Pati Nolen

**SECONDER:** Greg Jones

**AYES:** Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 9/9/2025.

Attest: 

**September 16, 2025**  
**Date Certified**