



**SUPPORTING DOCUMENTS  
FOR  
Regular City Council Meeting  
April 18, 2023**

**Agenda Item:**

**9) CONSENT CALENDAR:**

**9.i.** Adopt a Resolution Authorizing the City Manager or his Designee to Enter and Execute an Agreement with Well Rehabilitation Services to Perform a Chemical Cleaning and Video Surveyance of Well #12 in an Amount not to Exceed \$115,000.00 and Allowing the City Manager to Execute Contract Change Orders in an Amount not to Exceed \$10,000.00 and find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

**- Agreement with Well Rehabilitation Services**

**CITY OF WASCO  
AGREEMENT NO. 2023 -**

THIS Agreement, made and entered into this 18<sup>th</sup> day of April, 2023, by and between the CITY OF WASCO, hereinafter called “City”, and WELL REHABILITATION SERVICES, Inc hereinafter called “Contractor”.

**WITNESSETH:** That the parties hereto do mutually agree as follows:

**ARTICLE I.** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the CITY OF WASCO, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Specifications Dated 2015 and Standard Plans Dated 2015, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Special Provisions for the work to be done are entitled:

**CITY OF WASCO  
NOTICE TO CONTRACTORS & SPECIAL PROVISIONS  
WELL NO. 12 REHAB PROJECT  
IN  
WASCO, CALIFORNIA**

As used herein, the term “SPECIFICATIONS” shall refer to the Special Provisions for Project and the California Department of Transportation Standard Specifications Dated 2015 and Standard Plans Dated 2015 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, all of which are incorporated herein by this reference. Contractor shall, in accordance with the SPECIFICATIONS and drawings therefore, furnish at its own expense all labor, materials, equipment and services as required therefore, and to do everything required in this Agreement and the SPECIFICATIONS.

**ARTICLE II.** The City hereby employs said Contractor to perform the work according to the terms of this Agreement and the SPECIFICATIONS for price(s) named in Contractor’s bid proposal (hereinafter “Proposal”), and agrees to pay the same at the time, in the manner, and upon the conditions set forth in the SPECIFICATIONS; and the parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE III.** It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement and the Proposal of said Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of said proposal conflicting herewith.

**ARTICLE IV.** Contractor acknowledges that State or Federal funds may be utilized to assist in the funding of the construction required in this Agreement and agrees that any required terms, conditions or covenants related to said State or Federal funding not specifically made a part of this Agreement are hereby incorporated by this reference and shall be made a part of this Agreement.

**ARTICLE V.** Prior to starting construction under the terms of this Agreement, Contractor shall provide to the City a Faithful Performance Bond and the Labor Materials Bond, as required in the SPECIFICATIONS.

**ARTICLE VI.** Contractor and any subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or the work to be provided for hereunder. All parties shall make such materials available at their respective offices as required in the SPECIFICATIONS.

**ARTICLE VII.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

**ARTICLE VIII.** The Contractor agrees to indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement, except such loss which was caused by the sole negligence or willful misconduct of the City. To the extent the foregoing is inconsistent with any other indemnification requirements in the SPECIFICATIONS, the inconsistent provisions in the SPECIFICATIONS are hereby superseded by the foregoing.

**ARTICLE IX.** In addition to any other insurance provisions required in the SPECIFICATIONS, Contractor shall provide insurance to the City as set forth in Exhibits [1, 1-A, 2, 3, 4, 6, 11]. If none of the foregoing Exhibits are attached, there are no other insurance provisions required.

**ARTICLE X.** The Contractor, and the agents and employees of Contractor, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of the City.

**ARTICLE XI.** The City may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained or contained in the SPECIFICATIONS at the time and in the manner as required. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand. Notwithstanding the foregoing, the City may terminate this Contract without cause in the manner described in Section 1-1.08.J in Section 1 of the "Specifications and Plans" in the Special Provisions.

**ARTICLE XII.** Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.

**ARTICLE XIII.** Time is of the essence in this Agreement.

**ARTICLE XIV.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto; and no oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

**ARTICLE XV.** The City, contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**ARTICLE XVI.** By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

**ARTICLE XVII.** The Contractor agrees to comply with the State and Federal prevailing wage determinations (whichever is the higher of the two) in effect at the time project commences. These wage determinations and regulations are considered a part of this agreement.

**ARTICLE XVIII.** The Contractor agrees: (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; and (2) To furnish within 20 days following the date of loading for shipments originating with the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'onboard' commercial ocean bill-of-lading in English for each shipment of cargo described in this paragraph to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC, 20590; and (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**ARTICLE XIX.** And the said Contractor agrees to receive and accept \$102,436.00 as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the *CITY OF WASCO*, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF WASCO, CALIFORNIA**

**BY** \_\_\_\_\_  
**M. Scott Hurlbert, City Manager,**  
**CITY OF WASCO**

**“CONTRACTOR”**

**BY** \_\_\_\_\_  
**Shelley Shearer, President**  
**Well Rehabilitation Services, Inc.**