

CONTRACT

THIS AGREEMENT MADE THIS 30 day of March, 2010 by and between Zesch Well Service

Hereinafter called the "Contractor", and the COUNTY OF TOM GREEN, hereinafter called the "Locality".

WITNESSETH, that the Contractor and the Locality for the considerations stated herein mutually agree as follows:

STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the site and soil evaluation in Tom Green County; namely:

1. Cap/plug water well(s) not to exceed eight (8) wells.
2. Remove debris from well. Remove all obstructing materials from the well.
3. Remove the pump, pump rods, pipes, and any other equipment from the well.
4. Filling the well with plugging materials
5. Comply with reporting and requirements of your local groundwater conservation district
6. Insert concrete plug at 8'

The cost per unit is \$3.00-\$4.00 per foot (\$300-400 for 100' well not to exceed \$400 per well without prior approval from the Locality.

Insurance requirements include, but are not limited to:

- The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Locality.
- Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- Contractor's Vehicle Liability Insurance: The Contractor shall procure and maintain during the life of this contract Contractor's Vehicle Liability Insurance in the following amount: \$500,000.
- Proof of Insurance: The Contractor shall furnish the Locality with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "Insurance Carrier who is providing this certificate, their agent or broker must issue written notice to the certificate holder at least ten (10) days prior to any cancellation or material alteration of the insurance covered herein."

THE CONTRACT PRICE

The Locality will pay the Contractor for the performance of the Contract, for the total quantities of work performed at the unit prices for the respective items of work completed subject to additions and deductions as approved by the TX CDBG (Grantor Agency) and the Locality.

IN WITNESS WHEREOF, the parties to these presents have executed this agreement.

Michael D. Brown, COUNTY OF TOM GREEN

By: 

Title: Judge

112 West Beauregard Street
San Angelo, Tx 76903

Brandon Zesch, Zesch Well Service

By: _____

Title: Owner

1649 Riverwood Dr.
San Angelo, Tx 76905