

AGREEMENT

THIS AGREEMENT is between the County of Lake by and through the Special Districts Administration, (hereinafter called OWNER) and Weeks Drilling and Pump Co. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

1.1 CONTRACTOR shall complete Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Project Description

The project consists of the installation of a new water well to improve local water supply and resiliency. The new well will be located at APN: 062-251-04, also known as 16300 Pueblo Trail, Clearlake Oaks, CA. 95423.

Work will consist of furnishing all materials and labor necessary to construct and complete in good and workmanlike manner a water well at the above address. The work shall be per the attached Exhibit A – Scope of Work as may be modified by the attached Exhibit B – Contractors Quote.

2. ENGINEER

2.1 Special Districts Administration is hereinafter called ENGINEER and is to act as OWNER's representative, assume duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIMES AND LIQUIDATED DAMAGES

3.1 Contract Times:

3.1.1 CONTRACTOR will achieve Substantial Completion within 60 working days from the date when the Notice to Proceed is issued. Work will be completed and ready for final payment and acceptance within 60 working days from the date when the Notice to Proceed is issued.

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3.2 Liquidated Damages:

3.2.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph Contract Times above, plus any extensions allowed. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One thousand dollars **(\$1,000)** for each calendar day that expires after the time specified in paragraph Contract Times above, for Substantial Completion until the Work is substantially complete.

3.2.2 After Substantial Completion, if CONTRACTOR neglects, refuses, or fails to complete the remaining Work within the Contract Times or any proper OWNER-granted extension thereof, CONTRACTOR shall pay OWNER One thousand dollars (\$1,000) for each calendar day that expires after the time specified in paragraph Contract Times above for completion and readiness for final payment.

3.2.3 OWNER shall recover such liquidated damages by deducting the amount owed from the final payment or any retention held by OWNER.

3.2.4 Upon execution of this Agreement the OWNER and the CONTRACTOR agree that the liquidated damages provision within this document represents reasonable compensation for the loss which would be incurred due to the non-compliance with the project completion schedule.

4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for completion of the Work and in accordance with the conformed Bid, which is included as Exhibit B to this Agreement, an amount equal to the sum of the amounts determined pursuant to the following:

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4.1.1 TOTAL CONTRACT PRICE: One hundred forty-seven thousand dollars and no cents.

\$ 147,000.00

5. RETENTION

5.1 Prior to Final Completion, OWNER shall retain from progress payments 5 percent of the value of Work completed, and OWNER shall retain 5 percent of the value of stored materials and equipment. When Work has been 50 percent completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retention on account of Work completed. Following Substantial Completion, OWNER shall retain from progress payments an amount, not to exceed 5 percent of the value of the Work complete, sufficient to ensure completion of the Work and to pay all Liens, claims, or other obligations of CONTRACTOR currently outstanding.

5.2 CONTRACTOR may elect to substitute securities of equivalent value in accordance with the requirements and procedures of Section 4590 of the California Government Code.

6. CONTRACTOR'S REPRESENTATIONS

6.1 In order to induce OWNER to enter into this Agreement, CONTRACTOR's representations are as set forth as follows:

6.1.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.

6.1.2 Reserved

6.1.3 Reserved

6.1.4 CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing

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Underground Facilities at or contiguous to the site. The OWNER will “pothole”, expose and positively identify all utilities within the project site that may have to be worked around to perform with the work.

6.1.5 CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examinations, investigations, explorations, tests, studies, and reports with Contract Documents.

6.1.6 CONTRACTOR has given ENGINEER written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

7. CONTRACT DOCUMENTS

7.1 The Contract Documents consist of the following:

- This Agreement
- Performance Bond
- Payment Bond
- Exhibits to this Agreement
 - Scope of Work
 - Contractors Bid
 - Standard Grant Conditions
- The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - Notice to Proceed
 - Work Change Directives
 - Change Orders
 - Field Orders

The Contract Documents may only be changed, modified, or supplemented by written amendment to the Agreement.

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7.2 In case of conflict between these Contract Documents, the Agreement and Exhibit C (Standard Grant Conditions), Exhibit C shall take precedence over the other documents and be used in lieu of the conflicting portions.

8. WORKERS COMPENSATION INSURANCE

8.1 By signing this Agreement I, CONTRACTOR, hereby attest that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's 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.

9. INSURANCE

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.5 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to

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expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

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

9.7 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.8 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.9 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. INDEMNIFICATION AND HOLD HARMLESS

10.1 Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost,

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expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

11. MISCELLANEOUS.

11.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

11.3 Exhibit C to the Agreement contains Standard Grant Conditions that must be complied with by CONTRACTOR. The parties understand and agree that all references to the "Grantee" means "CONTRACTOR" in Exhibit C.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpoint each has been delivered to OWNER, CONTRACTOR, AND ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER:

CONTRACTOR:

Lake County Special Districts

Weeks Drilling & Pump Co.

By _____

By _____

Date _____

Date _____

Address for giving notices

Address for giving notices

230 N. Main St

Lakeport, CA 95453

(If OWNER is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Agreement.)

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

APPROVED AS TO FORM:

LLOYD GUINTIVANO

County Counsel

By: 
Lloyd C. Guintivano (Mar 25, 2025 16:43 PDT)

Lake County Special Districts

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COUNTY OF LAKE
SPECIAL DISTRICTS ADMINISTRATION
230 N. Main Street
Lakeport, California 95453
Telephone 707/263-0119
Fax 707/263-3836

Robin Borre
Special Districts Administrator

EXHIBIT A – Scope of Work

Lake County Special Districts is soliciting bids for the installation of a new water well to improve local water supply and resiliency. The new well will be located at APN: 062-251-04. Qualified contractors are invited to submit bids for the following scope of work.

The Scope of Work includes:

- The driller is responsible for obtaining permits related to the drilling and installation of the well.
- Drill a pilot hole to 300 ft bgs; Collect formation samples.
- Run geophysical logs.
- Perform airlift test to evaluate probable well yield in pilot hole.
- Excavate 20 cubic yard pit for containment and cuttings disposal.
- Provide caliper log after completion of borehole reaming.
- If acceptable groundwater production rates are found:
 - Ream borehole; Design and install well casing/screen
 - Provide estimate for 8" I.D. wall blank 304L stainless steel casing and 8" I.D. x 60 slot 304L stainless steel continuous wire screen (80 ft of blank and 220 ft of screen casing). Also provide a comparative estimate for 8" SDR 17 PVC.
 - Pump Testing: 17-hour pump development, 3 stage variable rate stepdown (3 hours each), and constant rate test 8 hours.
 - Clean up site and demobilize.
 - Prepare well completion report.
- If acceptable groundwater production rates are not found:
 - Abandon and backfill pilot hole.

Bid Due Date: 3/3/2025 **Pre-Bid Meeting:** 2/18/2025, 13600 Pueblo Trail, Clearlake Oaks, CA 95423

For questions or additional information, please contact Robin Borre, Special Districts Administrator at Robin.Borre@lakecounty.ca.gov.



6100 Highway 12 / P.O. Box 176,
Sebastopol, CA 95473
Contractor's License: 177681

To

Lake County Special Districts
230 N Main Street
Lakeport, CA 95453

EXHIBIT B

Water Well Drilling Proposal

QUOTE #	WDPQ5388
DATE	Mar 3, 2025
Salesperson	Brandon Burgess



Independently Rated
Highest in Quality

Site: 16300 Pueblo Trail
Clearlake Oaks, CA 95423

APN: 062-251-04

Phone: 7079941492

Email:

Scope of Work:

Here is the quote you requested.

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Mobilization Fee	\$20,000.00	\$20,000.00
300	ft / Test Hole Drilling @ \$60/ft	\$60.00	\$18,000.00
1	Geophysical Log	\$3,950.00	\$3,950.00
4	hrs / Air Lift Test @ \$475/hr	\$475.00	\$1,900.00
300	ft / Reaming @ \$50/ft	\$50.00	\$15,000.00
80	ft / 8" Stainless Steel Blank Casing @ \$225	\$225.00	\$18,000.00
220	ft / 8" Stainless Steel Screen Casing @ \$175	\$175.00	\$38,500.00
250	ft / Sand Pack, Installed @ \$25/ft	\$25.00	\$6,250.00
50	ft / Sanitary Seal, Installed @ \$80/ft	\$80.00	\$4,000.00
1	Well Head Completion	\$3,500.00	\$3,500.00
1	Pump Mobilization Fee	\$6,500.00	\$6,500.00
34	hrs / Pump Development @ \$250/hr	\$250.00	\$8,500.00
1	Tax & Misc	\$2,900.00	\$2,900.00
Other Items - Depending on Conditions Encountered			
Containment Pit @ \$4,500/ea (if needed) Air / Mud Conversion @ \$5,500/ea 8-inch SDR17 Casing @ \$60/ft Abandonment of Test Hole @ \$10/ft (if needed)			
TOTAL			\$147,000.00

Notes

Please contact me if I can be of further assistance.

To accept this quotation, sign here and return: _____

Print Name: _____

Email: _____



Water Well Drilling Contract

6100 Highway 12 / P.O. Box 176
Sebastopol, CA 95473
707-542-3272 Fax 707-823-4258
Contractor's License C57-177681

, **Lake County Special Districts** ("Owner" or "you", or "yours"), hereby retains Weeks Drilling & Pump Co., ("Contractor" or "we" or ours"), License #177681, to construct the following work of improvement (the "Project"), and agree to the following:

- 1) Description of Work.** We will furnish all materials and labor necessary to construct and complete in a good and workmanlike manner a WATER WELL, or WELLS, upon property located at **16300 Pueblo Trail , Clearlake Oaks, 95423, APN 062-251-04**, (the "premises") as described hereafter. A plot plan will be prepared for the purpose of permit application. A final well report will be provided upon completion of the water well.

The following are **included**:

- a) Boring, reaming, casing, sand, gravel, and cement necessary to complete a water well to an approximate depth of **300** feet. Unit prices are as noted on Weeks Proposal dated **3/3/2025**, a copy of which is attached. The Weeks representative who made the proposal is **Brandon Burgess**.
- b) County permit.

The following are **excluded**:

- a) Disposal of cuttings and fluids. The material we remove from the boring as well as drilling mud and water will be placed near the well.
 - b) Pump installation. **In order for the completed well to function as a water supply it must have a pump installed which is not included.**
 - c) Site access costs, excavation, tractor work.
 - d) Water quality and/or water quantity testing of completed well.
- 2) Finished Depth Uncertain.** Owner and Contractor agree that the finished well depth and the quantity of material necessary cannot be exactly known until after construction has begun. We will not exceed the depth specified in paragraph 1. a, above, without prior authorization from you.

You shall be available and communicate with us in a timely manner during the execution of the Project and provide us with an opportunity to exercise such approval rights as appropriate as the Project progresses.

- 3) Estimated Costs.** Subject to Section 8, the estimated cost of the completed well to a depth of **300** feet is **\$147,000.00**. If the completed well depth is more or less, then you shall pay for the materials actually used, whether more or less than the estimate, at a per unit rate as shown.

Materials Escalation Clause

Owner understands and agrees that this Contract price has been figured at current local costs of labor, materials, sub or specialty contractor and other costs. If, during the performance of this contract, the price of materials significantly increases through no fault of Weeks Drilling and Pump Co., or if this job cannot be started within 30 days from the date thereon for whatever reasonable reason, Weeks Drilling and Pump Co. at its option shall be entitled to a change order increasing the contract price to include any such increases incurred.

- 4) Terms.** You agree to pay us a deposit of 10% of the price estimated in the previous paragraph or \$1000, whichever is less, upon notification that we are ready to move equipment to your property. You agree to pay us for our work immediately upon completion of the well, or in the event a completed well is not developed, at the time we remove our equipment from the property.

If the Project takes longer than 30 days, you agree to pay us each 30 days for the progress attained as an estimated percent complete of the total estimated price.

4) TERMS cont.

Interest on monies owed to us under this contract past 30 days due shall accrue interest at a rate of 0.833% per month on the principal balance.

Upon payment being made for any portion of the work performed, we shall, prior to any further payment being made, furnish to the Owner a full and unconditional release from any claim or Mechanic's lien for that portion of the work for which payment has been made.

- 5) Well Location.** You acknowledge you have approved the intended well site(s), that you have identified the location of property lines, septic tanks, and leach fields to us, and that we have no responsibility for the accuracy of your representations of these locations to us. Further, you agree that we are not responsible for the accuracy of maps, public record documents, or other information we might obtain on your behalf.
- 6) Property Damage.** You agree to provide us and our equipment free ingress and egress upon your property for the purpose of constructing the well(s). You also agree that any damage to your property (or the property of others if required for ingress or egress), whether upon the surface or underground, that occurs in the pursuance of this Project and is incidental or necessary to the completion of this Project shall not be our liability.
- 7) Date Work to Begin.** Substantial commencement of work shall occur when we make application for a permit from the jurisdictional agency. We shall file such application within approximately 30 days or less from the date of this contract. Our failure without lawful excuse to substantially commence work within 20 days from that approximate date is a violation of the Contractors License Law. Due to uncertainties in equipment availability and weather, we do not guarantee a date when we will move equipment to your property. We agree to keep you informed of our approximate lead time, if requested, and we will notify you of the date when we are able to begin the drilling process.
- 8) Time for Completion.** At the time we notify you that we can move equipment to your property and begin the drilling process we will estimate the date of completion. Once we begin the work we will continue, excluding weekends and holidays, on this Project until the well(s) are complete or you authorize us to stop. We may stop or postpone work due to conditions beyond our control such as, but not limited to: weather, equipment breakdown, employee illness, strike, government agency order, inability to obtain materials, or changed or unexpected conditions that make proceeding impractical.

You agree that we may also stop work if, in our sole judgment, continuing presents a hazard to people, equipment or the environment.

The definition of "completion" is understood to be either a water well in a condition to be operated by the owner or termination of the Project for any reason under the terms of this contract.

Owner shall be responsible for any and all additional costs incurred by Contractor resulting from a delay in completion of the Project, which delay is caused by Owner.

- 9) Extra Hard Rock.** If we encounter unexpected conditions such as extra hard rock or a porous formation that will not contain the drilling fluids, we reserve the right to cease drilling and you shall pay us for footage drilled, work performed, and materials used to date. Whether extra hard rock or other conditions have been encountered shall be in our sole judgment.

If in our sole judgment there are special techniques that may be employed to overcome the conditions that cause us to elect to cease drilling we may propose continuing on a time-and-materials basis employing those techniques. The acceptance of this alternative shall be entirely your option. Acceptance of said alternative or any other changes in the Project, shall be by written change order.

- 10) **Cancellation.** You acknowledge you have received two copies of "Notice of Right to Cancel" attached to this contract which allows you three business days to cancel this contract. In addition to this right which is required by law, we will allow you to cancel this contract at any time up until we have actually begun work. You agree that if you cancel the contract after the initial three-day period required by law, that you will pay for all costs incurred by us on your behalf including but not limited to: permit fees, consultant fees, non-stock/non-returnable materials ordered for your Project, restocking charges by distributors on returnable materials ordered for your Project, and freight charges.

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING-IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS).

"LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLB FOR MORE INFORMATION."

- 11) **No Guarantee of Successful Outcome.** You agree that there is no assurance or guarantee of either an adequate quantity or quality of water from the Project well(s). Further, there is no guarantee that a usable water supply will be developed. You agree to pay for the work we expend in our effort to develop a usable water supply for you, regardless of whether our efforts are successful.

We do not make any assurances or guarantees that a water supply we develop is sustainable into the future.

We do not make any assurances or guarantees that water from the completed well will meet regulatory standards or requirements for safe drinking water.

- 12) **Warranties.** We represent and warrant that we hold an unencumbered Contractor's License to perform the services included in this contract, and that we will maintain and keep such license in good standing and in full force and effect at all times while performing the work under this contract.

We are not geologists or engineers and we do not render such services.

We do not warrant the materials or supplies we use against defects in workmanship or materials. We will use our best efforts to enforce any warranties against the manufacturer or supplier on your behalf.

- 13) **Filing of Complaints.** Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

- 14) **Acknowledgement by Owner of Receipt of Notice to Owner.** You acknowledge that you have received a copy of the "Notice to Owner" (attached) as specified by Section 7081.5 of the California Business and Professions Code.
- 15) **Arbitration of Disputes.** Contractor and the Owner agree that any and all disputes, claims or controversies arising out of or relating to this contract that are not resolved by their mutual agreement, or within the jurisdictional limits of the small claims court, or enforcement of any mechanics lien, shall be submitted to final and binding arbitration before JAMS/ENDISPUTE, or its successor, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. Either the Owner or Contractor may commence the arbitration process called for in this contract by filing a written demand for arbitration with JAMS/ENDISPUTE, with a copy to the other party. The arbitration will be conducted in accordance with the provisions of JAMS/ENDISPUTE's Arbitration Rules ("Arbitration Rules") in effect at the time of filing of the demand for arbitration, and California Code of Civil Procedure Section 1282 et seq. (the "Code"), as amended. Specifically, the rights of discovery shall be governed by Code of Civil Procedure Section 1283.05. To the extent there exists an inconsistency between the Arbitration Rules and the Code, the Code shall apply. Contractor and the Owner will cooperate with JAMS/ENDISPUTE and with one another in selecting an arbitrator from JAMS/ENDISPUTE's panel of neutrals, and in scheduling the arbitration proceedings. Contractor and the Owner covenant that they shall participate in the arbitration in good faith, and that they shall share equally in its costs. Notwithstanding anything to the contrary provided in the Arbitration Rules, the arbitrator shall issue written findings of fact and conclusions of law, in accordance with California law. The provisions of this Paragraph may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

ARBITRATION OF DISPUTES

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Contractor Initial: _____ Owner Initial: _____

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right."

Weeks Drilling and Pump Co.:

Owner:

By: _____

By: _____

Date: _____

Date: _____

Mailing Address:

Phone:

Home: _____

Cell: _____

Work: _____

Fax: _____

NOTICE TO OWNER

"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 or 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. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights 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 with owners 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 mechanics' 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 INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) 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 construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property." (Rev. 4/9)

Weeks Drilling and Pump Co.:

By: _____

Date: _____

Owner:

By: _____

Date: _____

Notice of Cancellation

NOTICE OF RIGHT TO CANCEL

Notice of Cancellation

(enter date you signed the contract)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram or fax to:

**Weeks Drilling & Pump Co.
P.O. Box 176 Sebastopol, CA 95472
Fax 707-823-4258**

Not later than midnight of: _____
(three business days from the above date)

I hereby cancel this transaction: _____
(today's date)

(buyer's signature)

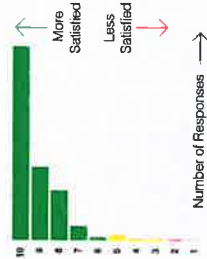
Duplicate: send this copy to Weeks if you wish to cancel

Weeks Drilling & Pump Company

DIAMOND CERTIFIED RATINGS DASHBOARD

653 SURVEYS of Verified Customers Completed

Customer Satisfaction



This bar graph shows the company's customer satisfaction level as determined by a survey of its past customers.

Helpful Expertise



This shows the percentage of customers who stated they received Helpful Expertise from the company when needed.

Company Credentials

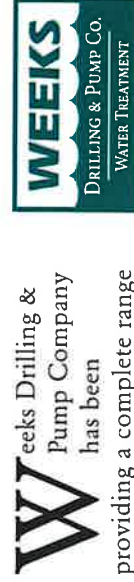
- Workers' Compensation ✓
- Liability Insurance ✓
- License Verification ✓
- Business Practices ✓
- Current Complaint File ✓
- Legal & Finance ✓

The above credentials were verified during the rating process and must be maintained to uphold Diamond Certified status.

Customer Loyalty



This shows the percentage of customers who stated they would use the company again.



Weeks Drilling & Pump Company has been

providing a complete range of water supply solutions for residential, commercial and municipal customers throughout the Bay Area since 1906. The company's four departments work closely with each other to offer a variety of services, including well drilling, pump system installation, filtration system design and installation, and local public water system management. Weeks' specialty is designing and constructing new wells to suit customers' individual needs, and it also repairs and rehabilitates existing wells.

CEO Brandon Burgess says Weeks Drilling & Pump Company's longevity has endeared the company to its clients.

"Our predecessor was called Finnell and Harden Hardware, and it was sold to the Weeks family shortly

before 1906," he explains. "Over that time, we've developed a very loyal client base. We handle jobs of every size, from installing residential filters to servicing complex industrial water systems."

Weeks Drilling & Pump Company applies unique, multigenerational knowledge and experience to ensure its community has safe, clean water. The company's drilling department has more than 150 collective years of experience and, according to Mr. Burgess, has completed more than 20,000 well projects throughout Northern California.

COMPANY PHILOSOPHY

"We are committed to providing comprehensive well water care. Our four departments—Water Well Drilling, Pump Service and Repair, Water Treatment, and Public Water Systems—work cohesively to provide the best possible customer experience."

Weeks Drilling & Pump Company
(707) 418-8956 (877) 813-7814
6100 Sebastopol Ave
Sebastopol, CA 95472

COMPANY CREDENTIALS TABLE

Diamond Certified Report:	www.dccert.org/407
Address:	6100 Sebastopol Ave Sebastopol, CA 95472
Phone Number:	(707) 418-8956 (877) 813-7814
Manager:	Brandon Burgess, CEO Tyler Judson, President Phillip Thomson, CFO
Email:	WaterInfo@WeeksDrilling.com
Website:	www.weeksdrilling.com
Social Media:	www.facebook.com/weeksdrilling www.instagram.com/weeksdrillingpump
Hours:	Mon – Fri: 7am – 5pm 24-Hour Emergency Service
CA License:	177681
Diamond Certification:	407
Insurance:	Liability Insurance, Workers' Compensation
Areas of Expertise:	Water Well Drilling Pump System Service and Installation Water Treatment Public Water Systems
Areas Served:	Serving Sonoma, Marin, Mendocino, Napa and Lake Counties
Founded:	1906
Years in Industry:	80+ (Combined)
# of Employees:	60
Memberships:	American Water Works Association (AWWA) California Groundwater Association (CGA) California Rural Water Association (CRWA) National Ground Water Association (NGWA) Sebastopol Chamber of Commerce Wine Country Water Works Association (WCWWA)
Customer Type:	Agricultural, Commercial, Industrial and Regulated Public Water Systems, Residential
Credit Cards Accepted:	MasterCard, Visa



Weeks Drilling & Pump Company stands by its motto: "When you think of water, think of Weeks."

EXCERPTED SURVEY RESPONSES FROM 653 RANDOM SURVEYS

Glenn P. VERIFIED CUSTOMER (FIRST NAME AND ABBREVIATED LAST)

"They're very professional and straight with you. The staff is high-quality."

Brooke H. VERIFIED CUSTOMER (FIRST NAME AND ABBREVIATED LAST)

"I love them. They're really friendly and professional. When they come out here, I don't really have to speak to them—they just do what they need to do and that's that. We've been using them for years."

Jim W. VERIFIED CUSTOMER (FIRST NAME AND ABBREVIATED LAST)

"They were true to their word with good communication and time management."

Elaine M. VERIFIED CUSTOMER (FIRST NAME AND ABBREVIATED LAST)

"They were courteous and very professional. I liked that they were really honest about the work that needed to be done. I trusted them."

To read all 653 Random Surveys for Weeks Drilling & Pump Company and the complete rating report, go to: www.dccert.org/407

Why Choose a Diamond Certified Company?

The Diamond Certified Ratings

Based on true customer satisfaction surveys, to qualify, the rated company must score Highest in Quality and Helpful Expertise® and pass all credential verifications, including license, liability insurance, workers' compensation, business practices and a financial check for contractors.



Quality

We pull a random sample (typically 400 customers) from the company's customer list. We ONLY perform confidential telephone surveys to verify that each customer has actually purchased from the company and feels comfortable, when justified, to criticize its performance.



Accuracy

Our research is statistically reliable because a large, random sample of customers is pulled from each company's customer base, so there's not a self-selection bias. Examples of survey questions: "On a scale of 1 to 10, how satisfied are you with the quality you received?"; "Would you use the company again?"



Customer Satisfaction

We conduct ongoing surveys to ensure the company is maintaining its status as a helpful local expert. Examples of survey questions: "What did you like best about the company?"; "If you needed Helpful Expertise®, did the company provide it?"



Helpful Expertise®

The Diamond Certified Performance Guarantee provides you with mediation and a money-back guarantee up to \$1,000. Details at www.dccert.org/guarantee.



Guarantee

For complete rating methodology, go to www.diamondcertified.org or call (800) 738-1138.

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Diamond Certified vs Review Sites

There are key differences between our research and review sites' reviews.

 Diamond Certified Resource	 Most Review Sites
Real Customers	Fake Reviews / Multiple Identities
Random Sample All Customers	Cherry-Picking
Statistically Reliable / Rigorous	Inaccurate Star Scores
Guaranteed / Local Help	No Guarantees / No Help

Go to www.dccert.org to read how each of these factors impacts the accuracy of the ratings and reviews.

The Most Trusted Resource

Since 2001, our team at American Ratings Corporation has operated the Diamond Certified Resource. Our mission is to define excellence and identify for consumers the highest quality local companies.

1. You the consumer have the right to know which companies are truly performing at the highest levels of quality and Helpful Expertise®.
2. The best companies should be rewarded for their ongoing performance through public recognition.
3. Companies should be held accountable for their performance, one customer at a time.


Diamond Certified
PERFORMANCE
Guarantee

If you have used a Diamond Certified company and need unsuccessfully to resolve a disagreement, please contact us at info@diamondcertified.org or (800) 738-1138. Our mediator will work with you and the company to attempt to reach an agreement that both parties can live with. If the mediator fails to produce a mutually-agreeable solution due to failure of the company to honor contractual obligations, uphold industry standards or participate in good faith, we will refund your purchase price up to \$1,000. For a complete description of our performance guarantee, its limitations and the mediation process, please go to www.diamondcertified.org/guarantee or call us.

American Ratings Corporation
Diamond Certified Resource
1304 Southpoint Blvd., Ste 250, Petaluma, CA 94954

(800) 738-1138 info@diamondcertified.org www.diamondcertified.org

DIAMOND CERTIFIED COMPANY REPORT



Weeks Drilling & Pump Company

Has Earned The Prestigious

BASED ON
653 SURVEYS
Rated Highest in Quality and Helpful Expertise®
First Earned in April 2004
Diamond Certified #407
DIAMOND CERTIFIED
PERFORMANCE GUARANTEED

Quality • Satisfaction • Trust

EXHIBIT C

STANDARD GRANT CONDITIONS

- D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.
- D.20. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.

- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. PRIORITY HIRING CONSIDERATIONS: If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.39. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.