

# Staff Report

**TO:** Board of Directors

**FROM:** Keane Sommers, P.E., Hydroelectric Manager  
Kaylie Hague, Hydroelectric Compliance Technician I

**DATE:** April 13, 2022

**SUBJECT:** **Scotts Flat Powerhouse Hazard Tree Removal (Consent)**

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## ***HYDROELECTRIC***

### **RECOMMENDATION:**

Award a contract in the amount of \$127,880 to Ridge Logging, Inc. for the Scotts Flat Powerhouse Hazard Tree Removal Project and authorize the General Manager to execute the appropriate documents.

### **BACKGROUND:**

The Hydroelectric Department has been performing vegetation and fuel reduction management work at Hydro facilities as a best management practice. This management is for the protection of District facilities including but not limited to flumes, canals, transmission lines, and powerhouses. Hazard trees are defined as unstable, dead, or dying trees that pose as a threat to facilities and/or the public. The removal of such threats is necessary for compliance with Federal Energy Regulatory Commission (FERC) license requirements, safe access for maintenance and inspection of facilities, protection of infrastructure, and/or to reduce the risk and impact of potential wildfires along the facilities.

The Scotts Flat Powerhouse (SFPH) is immediately surrounded by 30 hazard trees that threaten to strike the powerhouse or low-level outlet building roofs and damage associated equipment. Such an event would be both costly and require extensive repairs, likely requiring SFPH to be shut down for an extended period to assess damage and to bring the asset back to industry standards. The removal of these hazard trees will also improve the defensible space for the SFPH, the low level outlet building, and the adjacent transmission line. This threat should be mitigated before fire season and the recreation season to protect the public and the facility. Upon contract execution, selected contractor would fall the 30 tagged hazard trees and lop and scatter all associated debris on site.

On February 16, 2022, a Request for Quotes (RFQ) was distributed to eight prospective bidders, and a mandatory job walk was conducted on March 3, 2022. During the job walk and review of project scope, timeline and access limitations several contractors declined to bid. The District received two bids, one of which was deemed to be non-responsive due to an incomplete submittal package. The one responsive bid was evaluated by District staff using criteria established in the RFQ. Ridge Logging, Inc. was selected based on experience, scope of work, and completeness of bid.

Staff recommends awarding a Construction Service Agreement in the amount of \$127,880 to Ridge Logging, Inc.

This item is in alignment with Goal No. 1 of the District's Strategic Plan, as this project is proactively protecting and maintaining assets to industry standards for the sustainability of such resources for the District and the community.

**BUDGETARY IMPACT:**

The 2022 Hydroelectric Department Budget includes \$300,000 for Vegetation Management. To date, the 2022 Vegetation Management budget has not been spent, and following the approval of this project there will be \$172,120 remaining to utilize in other 2022 vegetation management projects.

KH

Attachments: (3)

- Attachment A: Hazard Trees Surrounding Scotts Flat Powerhouse
- Attachment B: Project Area Map
- Attachment C: Draft Contract

**Attachment A: Hazard Trees Surrounding Scotts Flat Powerhouse**



# Attachment B: Project Area Map





NEVADA IRRIGATION DISTRICT  
(Est. 1921)

**CONSTRUCTION CONTRACT**

**Scotts Flat Powerhouse Hazard Tree Removal**  
**(50167-52615-57900/57901)**

This AGREEMENT, made and entered into on \_\_\_\_\_ by and between **NEVADA IRRIGATION DISTRICT**, hereinafter referred to as "DISTRICT", whose address is 1036 W. Main Street, Grass Valley CA 95945-5424, and **Ridge Logging, Inc.**, hereinafter referred to as "CONTRACTOR", whose address is 16720 Jacks Road, Nevada City, CA 95959, for the **Scotts Flat Powerhouse Hazard Tree Removal**.

The terms of the Contract are as follows:

**I. PROJECT DESCRIPTION AND SCOPE**

**Hazard tree removal** in accordance with the Contract Documents and Specifications attached hereto and specifically identified in Section V of this Contract.

**II. CONTRACT SUM and PAYMENT**

DISTRICT agrees to pay CONTRACTOR one hundred twenty-seven thousand eight hundred and eight dollars and zero cents (\$ 127,880.00) for the work described. Said cost shall not be exceeded without the prior, written permission of DISTRICT.

Payment will be made in the following manner:

**A. Payment Schedule**

DISTRICT will pay CONTRACTOR the contract amount identified above upon written acceptance of the work as complete by DISTRICT's Official (such as the Construction Inspector, Engineering Manager, Maintenance Manager or other management official). If the Contract and Change Orders are over \$5,000.00, the Contract will be subject to a 5% retention. Upon completion and written acceptance of the work, retention amounts will be paid after 35 days of filing the Notice of Completion. Progress payments shall be at the discretion of DISTRICT and any progress payments shall have a 5% retention. In lieu of retention, CONTRACTOR may post security in conformance with Section 22300 of the Public Contracts Code.

**B. Required Documentation for Payment**

Invoices will be processed for payment once the work has been accepted by DISTRICT as complete. Payments will occur no greater than 30 calendar days after acceptance of work by DISTRICT. Final payments for retainage for work greater than \$5,000.00 shall occur no less than 35 days after filing of the Notice of Completion. If claims for payment by laborers and material suppliers have been received, DISTRICT may require submittal of stop notice/preliminary notice releases by CONTRACTOR, for claimants on forms provided for that purpose by DISTRICT. If required, releases must release for all work performed and materials supplied through and including CONTRACTOR's invoice date. Failure to provide complete and accurate releases on a timely basis may result in payment delays.

**C. Joint Checks**

All payments may, at DISTRICT's option, be made by check and made payable jointly to CONTRACTOR and any of CONTRACTOR's subcontractors and/or suppliers who performed work or furnished materials for CONTRACTOR's performance of this Contract.

**D. Payment Not Acceptance**

Any progress payment made prior to completion and acceptance of CONTRACTOR's work shall not be construed as evidence of acceptance or acknowledgment of completion of any part of CONTRACTOR's work.

**Payment may be withheld if:**

**1. Defective Work**

Work is found defective and not remedied;

**2. Payment for Labor, Materials and Equipment**

CONTRACTOR does not make prompt and proper payment for labor, materials or equipment furnished; and/or

**3. Claims or Liens for Payment of Subcontractors, Laborers and Suppliers**

Claims, liens or stop notices, including preliminary notices, are filed on the job. In lieu of withholding of payment by DISTRICT, CONTRACTOR may elect to file a bond guaranteeing payment of such obligations in a form acceptable to DISTRICT.

**III. NOTICE AND CERTIFICATE OF COMPLETION**

When CONTRACTOR has completed the work, CONTRACTOR shall notify DISTRICT. Within five (5) working days after receipt of this notice, DISTRICT shall inspect the work, and if the work is satisfactory and completed according to the Contract Documents, DISTRICT Official shall issue to CONTRACTOR written verification that DISTRICT has accepted the work as fully performed under the terms of the Contract. DISTRICT will then, within five (5) working days of issuance of the certificate that the work is complete, issue and record a Notice of Completion.

**IV. SCHEDULE OF WORK**

**A. Time**

Time is of the essence of this Contract.

**B. Starting and Completion Dates**

CONTRACTOR agrees to commence work within one (1) calendar days after receiving written notice to do so from DISTRICT. CONTRACTOR agrees to give DISTRICT 48 hours' notice before starting work. CONTRACTOR will work at all times with the greatest dispatch and to complete the entire work under this Contract by May 27<sup>th</sup>, 2022.

**C. Work Scheduling and Changes**

DISTRICT shall provide CONTRACTOR with scheduling information and a schedule for performance by CONTRACTOR of CONTRACTOR's work. CONTRACTOR shall conform to the progress schedule and all revisions or changes made thereto. CONTRACTOR shall prosecute CONTRACTOR's work in a prompt and diligent manner in accordance with DISTRICT's progress schedule without delaying or hindering the work of other contractors or subcontractors and in a manner that will facilitate the efficient completion of the entire work.

**D. DISTRICT Controls Scheduling**

DISTRICT shall have the right to decide the time and order in which various portions of the work shall be installed and the relative priority of the work of CONTRACTOR and other contractors and subcontractors and, in general, all other matters pertaining to the timely and orderly conduct of the work on the premises.

**E. No Compensation for Delay**

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of DISTRICT, or should CONTRACTOR be delayed waiting for materials, if required by this Contract to be furnished by DISTRICT or others, or if CONTRACTOR is delayed by damage caused by fire or other casualty, which is not caused by or resulting from fault or collusion on the part of CONTRACTOR, then CONTRACTOR may be entitled to an allowance or extension, or both. However, no allowance or extension shall be authorized for CONTRACTOR unless a claim is presented in writing to DISTRICT within 5 days of the commencement of the circumstances causing such delay.

**F. Failure to Maintain Schedule**

In the event CONTRACTOR fails to maintain part of the progress schedule, CONTRACTOR shall, without additional compensation, accelerate the work as DISTRICT may direct until CONTRACTOR's work is in accordance with such schedule.

**V. CONTRACT DOCUMENTS**

The Contract Documents upon which this Contract is based are as follows:

- A. This Contract, including EXHIBIT A, Scope of Work.
- B. The Plans and Specifications attached hereto and identified as follows: N/A.
- C. Written interpretations of the Contract Documents and directives to be made from time to time by DISTRICT.
- D. Work Change Orders issued, or to be issued, and authorized and approved by DISTRICT's Official (such as the Engineering Manager, Maintenance Manager, General Manager or Board of Directors).

CONTRACTOR, by executing this Contract, represents that CONTRACTOR has inspected and is familiar with the work site and the local conditions under which the work is to be performed. CONTRACTOR further represents that CONTRACTOR has read and understands each Contract Document.

**VI. CONTRACTOR - DUTIES AND RIGHTS**

CONTRACTOR's duties and rights in connection with this project include the following:

**A. Responsibility for and Supervision of Construction**

CONTRACTOR shall be solely responsible for all construction under this Contract, including the technique, sequences, procedures and means, and for coordination of all work. CONTRACTOR shall supervise and direct the work to the best of CONTRACTOR's ability, and give all attention necessary for such proper supervision and direction.

**B. Furnishing of Labor and Materials**

CONTRACTOR shall provide and pay for all labor, materials, equipment (including tools, construction equipment and machinery), utilities and transportation, and all other facilities and services necessary for the proper completion of the work on the project

in accordance with the Contract Documents. No subcontractors will be used in the performance of the work without the prior approval of DISTRICT.

**C. Payment of Taxes, Procurement of License and Permits**

CONTRACTOR shall pay all taxes required by law in connection with the work on the project in accordance with this Contract, including sales, use and similar taxes, and shall secure all licenses and permits necessary for proper completion of the work, and paying the fees therefor.

**D. Compliance with Construction Laws and Regulations**

CONTRACTOR shall comply with all laws and ordinances, and the rules, regulations or orders of all public authorities relating to the performance of the work. If any of the Contract Documents are at variance with each other, CONTRACTOR shall notify DISTRICT promptly upon discovery of any such variance. CONTRACTOR shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements of the State of California and/or the local jurisdictional entity enforcing such requirements.

**E. Responsibility for Negligence of Employees and Subcontractors**

CONTRACTOR agrees to assume full responsibility for the acts, negligence or omissions of all of CONTRACTOR's employees on the project, for those of CONTRACTOR's subcontractors and subcontractors' employees, and for those of any other persons doing work for CONTRACTOR.

**F. Warranty of Equipment and Materials**

CONTRACTOR represents and warrants to DISTRICT that the work and any and all equipment, materials and supplies incorporated into the work will be new, unless otherwise specified in the Contract Documents, of good quality, free of defects, and in conformity with the Contract Documents. It is agreed that all equipment and materials not meeting the requirements of this paragraph will be considered defective.

**G. Cleanup**

CONTRACTOR agrees to keep the work premises and adjacent areas, including roads, free of waste material and rubbish caused by the work, including that of CONTRACTOR's subcontractors. CONTRACTOR further agrees to remove all such waste material and rubbish on termination of the project, together with all of CONTRACTOR's tools, equipment, machinery and surplus materials. CONTRACTOR agrees, on terminating the work at the site, to conduct general cleanup operations.

**H. Indemnity and Defense**

CONTRACTOR shall indemnify and hold DISTRICT harmless against claims, liability or loss for injury or death to persons, destruction or damage to or loss of use or diminution in value of property, injury to the environment, economic loss, or fines or penalties, and for associated legal costs, fees and expenses, including attorney and consultant fees, arising out of or relating to CONTRACTOR's services (Claims).

This duty to indemnify shall not extend to Claims to the extent caused by the willful misconduct or active negligence of DISTRICT. In such case, the obligation to indemnify shall be reduced proportionately by the percentage to which DISTRICT's willful misconduct or active negligence caused, or contributed to the cause of, the Claim. This duty to indemnify shall extend to Claims by any employee of CONTRACTOR or its subcontractors or suppliers.



In addition to and separate from its duty to indemnify, CONTRACTOR shall defend DISTRICT against suits, actions or proceedings founded upon Claims. This duty to defend arises upon the commencement of the suit, action or proceeding founded upon Claims and exists irrespective of any obligation of CONTRACTOR to indemnify.

CONTRACTOR's duties to indemnify and defend are not limited in scope or amount to insurance required by this Contract.

CONTRACTOR's duties to indemnify and defend shall survive the completion of CONTRACTOR's work.

**I. Safety Precautions and Programs**

CONTRACTOR has the duty of providing for and overseeing all safety orders, precautions and programs necessary to the reasonable safety of the work. In this connection, CONTRACTOR shall take reasonable precautions for the safety of all employees on the work and all other persons that the work might affect, all work and materials incorporated in the project, and all property improvements on the construction site and adjacent to the site, and comply with all applicable laws, ordinances, rules, regulations and orders.

**J. Civil Rights and Discrimination**

During the performance of this Contract, CONTRACTOR assures DISTRICT that CONTRACTOR will not unlawfully discriminate with respect to employment, based on race, color, national origin, sex, age, handicap, marital status or medical condition, or upon any other basis prohibited by state and federal law.

**K. Workers' Compensation Insurance**

CONTRACTOR shall take out and maintain during the life of this Contract, Workers' Compensation Insurance for all employees at the site of the project in accordance with Labor Code §1860. By executing this Contract, CONTRACTOR certifies pursuant to Labor Code §1861 that: "CONTRACTOR is 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 CONTRACTOR will comply with such provisions before commencing the performance of the work of this Contract."

If any subcontractors are used, CONTRACTOR shall require each subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees.

**L. Hazardous Waste**

CONTRACTOR shall immediately notify DISTRICT in writing of any materials found to exist on or near the job site which may be hazardous waste. DISTRICT shall promptly investigate any written notice of hazardous or potentially hazardous materials or waste.

**M. Independent Jobsite Investigation by CONTRACTOR**

CONTRACTOR has made an independent investigation of the job site, the soil conditions under the job site and all other conditions that might affect the progress of the work, and is satisfied as to those conditions. Any information that may have been furnished to CONTRACTOR by DISTRICT about underground conditions or other job conditions is for CONTRACTOR's convenience only, and DISTRICT does not warrant that the conditions are as thus indicated. CONTRACTOR is satisfied as to all job conditions, including underground conditions, and has not relied on information furnished by DISTRICT.

**N. Subsurface or Latent Physical Conditions**

CONTRACTOR shall immediately notify DISTRICT, in writing, not more than and within 1 day of discovery, of (1) any subsurface or latent physical conditions differing from any indicated, and (2) of any previously unknown or unusual physical conditions that differ from those ordinarily encountered. DISTRICT shall promptly investigate any written notice of subsurface or latent physical conditions from CONTRACTOR, and if conditions materially differ, shall issue a Change Order if conditions cause a decrease or increase in CONTRACTOR's cost and time of performance.

DISTRICT makes no representations as to the subsurface conditions of the work site and CONTRACTOR agrees that it has not relied on any representations of subsurface conditions in entering into this Contract with DISTRICT.

**O. Public Work**

This project is "public work", and CONTRACTOR and any subcontractor shall perform this work as "public work" pursuant to and in compliance with the prevailing wage laws, Labor Code §§ 1720-1861 and 8 C.C.R. §§ 16000-16464. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**P. Payroll Records**

CONTRACTOR shall keep accurate payroll records of all employees and certify these records upon request and make them available for inspection to employees, DISTRICT, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards pursuant to Labor Code §1776. DISTRICT may inspect CONTRACTOR's payroll records to assess compliance with prevailing wage requirements.

**Q. Apprentices**

CONTRACTOR guarantees that CONTRACTOR has read the provisions of the California Labor Code and is familiar with the provisions in that Code dealing with apprentices. CONTRACTOR shall comply will all provisions of law relating to apprentices.

**R. Wages**

CONTRACTOR and any subcontractor under the CONTRACTOR shall not pay less than the prevailing rate of wages and the applicable holiday and overtime pay. DISTRICT has determined the general prevailing rates of wages for the crafts, classifications or types of workers required for the work, in the locality of the work. Said rates are accessible on the Internet at <http://www.dir.ca.gov/>, and are also available at DISTRICT's office and may be viewed there by appointment. Questions or disputes regarding prevailing wage coverage or applicable rates may be resolved using the process described in 8 C.C.R. § 16001(a). DISTRICT may withhold from CONTRACTOR, as a penalty and not as forfeiture, a penalty of up to \$50.00 per day per worker for failure to pay prevailing wages, in addition to actual prevailing wages owed. CONTRACTOR must post the job site notices required by Labor Code § 1771.4(a)(2) (**Compliance Monitoring Unit of Division of Labor Standards Enforcement**) and **Section 1773.2 (Prevailing Wage Determinations)** and 8 C.C.R. § 16451(d) ), and 8 C.C.R § 16100.

**S. Working Hours Restrictions**

For construction-related work, 8 hours of labor is a legal day's work. The time of service of any worker is restricted to 8 hours during any calendar day and 40 hours

during any calendar week, unless overtime compensation is paid at not less than one and one-half (1½) times the basic rate of pay. CONTRACTOR shall pay a penalty of \$25.00 for each day a worker is employed in violation of these provisions.

**T. Coordination with Caltrans and Other Governmental Agencies**

CONTRACTOR is responsible for coordination with Caltrans and other state, county, city or other municipal or governmental agencies, and compliance with all their applicable rules and regulations applicable to the work, including traffic control. Compliance shall be the responsibility of CONTRACTOR.

**U. Insurance**

CONTRACTOR shall maintain general liability coverage, including personal injury, property damage and automobile liability insurance, each with limits of not less \$1,000,000.00. DISTRICT shall be named by endorsement as an additional insured under the policies. Said insurance shall be primary. It shall not be canceled without 10-day advance written notice to DISTRICT. The insurers shall be admitted and authorized to do business in the State of California and shall maintain an A.M. Best Ratings of not less than A- XII. Suitable evidence of insurance shall be provided to DISTRICT prior to commencement of work.

**V. Correcting Work**

When it appears to CONTRACTOR during the course of the construction that any work does not conform to the provisions of the Contract Documents, CONTRACTOR shall make the necessary corrections so that the work will conform to the Contract. In addition, CONTRACTOR will correct any defects caused by faulty materials, equipment or workmanship in work supervised by CONTRACTOR within one year of the date of issuance of the certificate of completion by DISTRICT, or within a longer period of time as may be prescribed by law or as may be provided for by the applicable special guarantees of the Contract Documents.

**W. Work Changes**

Work shall be changed and the contract price and termination time shall be modified, only as set out in a written change order. Any adjustment in the contract sum or completion time, resulting in a credit or a charge to DISTRICT shall be determined by mutual agreement of the parties, before starting the work involving the change.

**X. Extra Work, Changes and Deletions**

DISTRICT may, without affecting the validity of this Contract, order changes, modifications, deletions and extra work by issuance of written Change Order from time to time during the progress of the job. CONTRACTOR shall make no change in the work without the issuance of a written Change Order, and CONTRACTOR shall not be entitled to compensation for any extra work performed unless DISTRICT has issued a written Change Order designating in advance the amount of additional compensation to be paid for the extra work. In the event that DISTRICT orders work deleted, the contract price shall be reduced by a fair and reasonable valuation, but if the parties are unable to agree on the amount of credit to be allowed DISTRICT for work deleted from the Contract, CONTRACTOR will nevertheless continue with the project, and the amount to be credited shall be determined by arbitration or litigation. Payments for extra work will be made as the extra work progresses, concurrently with progress payments made under the payment schedule.

**Y. Merger**

This Contract constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. All prior and contemporaneous negotiations and agreements between the

parties on the matters contained in this Contract are expressly merged and superseded by this Contract. In entering into this Contract, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Contract.

**Z. Amendment**

The parties may not amend this Contract, except by written agreement of the parties.

**VII. LIQUIDATED DAMAGES**

CONTRACTOR agrees to have the facilities fully completed by the date set forth in Section IV.B of this Contract. Time extensions will be allowed with prior written approval by DISTRICT. CONTRACTOR further agrees to pay DISTRICT, as liquidated damages, the sum of (\$0) for each consecutive calendar day for which the Work and obligations of the Contract remain incomplete.

**VIII. STATE LICENSE BOARD**

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. THIS CONTRACT REQUIRES A GENERAL ENGINEERING CONTRACTOR CLASS A LICENSE.**

**A. Assignment**

CONTRACTOR shall not assign or transfer any of CONTRACTOR's rights, duties, obligations, liabilities or responsibilities under this Contract without the prior written consent of DISTRICT.

**B. Warranties**

All work shall be warranted by CONTRACTOR to be free of defects in materials and workmanship and will be replaced by CONTRACTOR without charge to DISTRICT for one (1) year from the date of the signing of the Notice of Completion by DISTRICT. The -year period governs replacement only and shall not shorten the period of time for which CONTRACTOR may be subject to actions for breach of a written contract

**C. Antitrust Assignment**

CONTRACTOR and its subcontractors agree that pursuant to Public Contracts Code §7103.5, CONTRACTOR and its subcontractors agree to assign to DISTRICT all rights, title and interest in and to all causes of action CONTRACTOR and its subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 1700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, services or materials pursuant to this Contract. This assignment shall be made and become effective at the time DISTRICT makes final payment to CONTRACTOR without further acknowledgment of the parties.

**D. Disputes over Hazardous Waste, Subsurface and Unknown Physical Conditions**

In the event that a dispute arises between DISTRICT and CONTRACTOR as to whether conditions materially differ or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost, or time required to perform the work, CONTRACTOR shall not be excused from the schedule of completion date provided for by the Contract and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights provided by the Contract and the law which pertains to disputes and protests.

**E. Resolution of Construction Claims**

Public Contract Code §20104 *et seq.* shall govern the resolution of claims arising under this Contract.

**F. Surety Bonds**

CONTRACTOR shall furnish bond(s) issued by a company authorized to do surety business in the State of California guaranteeing that CONTRACTOR will perform all of CONTRACTOR's obligations under this Contract and a Payment Bond, under Civil Code 3247, covering all work and material furnished to the job. Each bond shall be in an amount equal to the value of the work to be done under the Contract. DISTRICT shall pay the premium on any such bond. The premium shall be included in CONTRACTOR's bid. A performance bond for the project is not required, when the CONTRACTOR is performing the work on a single payment, lump sum basis with the exception of the payment of retainage.

**If the total amount payable under this Agreement exceeds \$25,000.00,** CONTRACTOR shall give DISTRICT a payment bond and shall not commence any work under this Agreement until the payment bond has been received and approved by DISTRICT. The payment bond shall be for not less than the total amount payable under this Agreement and shall comply with all legal requirements, specifically including, but not limited to, California Civil Code sections 9550 through 9556, and, in particular, Civil Code section 9554. A payment bond is only required if the Work is the erection, construction, alteration, repair or improvement of any public structure, building or road, or other public improvement of any kind.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract, on the respective dates indicated below.

**CONTRACTOR:**

**DISTRICT:**

By: \_\_\_\_\_  
(Signature of Representative)

By: \_\_\_\_\_  
Jennifer Hanson,  
General Manager

\_\_\_\_\_  
(Printed Name and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR shall attach a Corporate Resolution authorizing an individual to execute agreements/ contracts on behalf of a corporation.

CONTRACTOR shall also attach the following forms: (1) a current IRS Form W-9, providing an Employer Identification Number (EIN) and/or Social Security Number (SSN), if a sole proprietor; and (2) a project-specific PWC-100 form for DISTRICT's use in registering this "public works" project on the Department of Industrial Relations' website. Blank copies of both forms have been provided by DISTRICT to CONTRACTOR.

## **EXHIBIT A**

### **NEVADA IRRIGATION DISTRICT CONSTRUCTION CONTRACT**

#### **Scotts Flat Powerhouse Hazard Tree Removal**

DISTRICT hereby requests and authorizes CONTRACTOR to perform the following work:

#### **SCOPE OF WORK**

The project entails the cutting of dead, dying, and/or otherwise hazardous trees that pose a risk to NID facilities and/or people. Trees have been tagged with 2-inch aluminum tags, numerically 1-30.

- Approximately 70% of the identified hazard trees will remain on the hillside.
- Approximately 30% will be removed from the hillside via a bucket truck and chipped on the south side of the dam.
- 100% of the slash generated from the removal of trees with the bucket truck will be chipped
- 100% of slash generated from falling the trees uphill with the use of the dozer and skid steer will be lopped and scattered onsite.

Removal of additional 20 trees is necessary to ensure the safety of the crew and the reduction of residual stand damage during the hazard tree falling. These additional trees will be processed in the same way as the identified hazard trees and have been pre-determined by contractor and forester.

CONTRACTOR may utilize the identified access road for the Project and are responsible for the protection of and any damage sustained to District property. All efforts will be made to avoid unnecessary disturbances and erosion at the worksite, all best management practices will be employed by the Contractor to control erosion and sediment disturbances. Any damage and associated costs will be the responsibility of the Contractor as determined by the District.

CONTRACTOR shall notify the District of any trees identified, beyond those listed herein, for removal onsite and shall be reviewed by the District prior to removal.

CONTRACTOR shall be responsible for any/all trees sustaining damage outside of scope, and the damage will be reviewed by the District. Damage determined to impact the survival of the tree will require removal at the contractors' expense.

CONTRACTOR shall provide the District with a daily log recording trees that were fallen and any applicable work.

CONTRACTOR shall ensure fire-safe working practices are followed at all times in accordance with the strictest, applicable guidance set forth by local, state or federal agencies.

CONTRACTOR shall coordinate site access with the District and will require a District staff member to be present during construction within fenced yard.



### Identified Hazard Trees

Tree Tag #	Species	Diameter at Breast Height	*Latitude	*Longitude
1	Fir	17.5	39.27226	120.93261
2	Fir	16.5	39.27226	120.93261
3	Oak	19.5	39.27226	120.93261
4	Oak	21	39.27226	120.93261
5	Cedar	22	39.27234	120.93272
6	Fir	11	39.27237	120.93270
7	Oak	23	39.27238	120.93266
8	Fir	7		
9	Oak	22		
10	Oak	12		
11	Oak	13.5		
12	Oak	14		
13	Fir	6		
14	Oak	12.5		
15	Oak	8.5		

Tree Tag #	Species	Diameter at Breast Height	*Latitude	*Longitude
16	Fir	13	39.27238	120.93266
17	Fir	6.5		
18	Oak	19		
19	Fir	27		
20	Fir	36		
21	Fir	9		
22	Fir	12		
23	Fir	17.5		
24	Fir	27		
25	Fir	42		
26	Madrone	9		
27	Fir	14		
28	Fir	28		
29	Fir	21.5		
30	Madrone	9	39.271667	120.932778

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**NEVADA IRRIGATION DISTRICT  
PUBLIC WORKS CONTRACT AWARD  
CONTRACTOR QUESTIONNAIRE**

Awarding bodies of public works contracts are now required to file a PWC-100 submittal (contract award notice) with the DIR within five (5) days of project award. **Beginning July 1, 2014, Contractors must also register and meet requirements using the DIR's Public Works Contractor Registration Affidavit online application before bidding on public works contracts in California.** The application also provides agencies that administer public works programs with a searchable database of qualified contractors. The application and renewal are completed online with a non-refundable fee of \$400. Please read the SB 854 Fact Sheet for a complete list of requirements. **Contractors and Subcontractors on all public works projects are required to submit certified payroll reports (CPRs),** utilizing the DIR's online Public Works Certified Payroll Reporting Form, with the Labor Commissioner, unless excused from this requirement. Information can be found at: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

The information below is required as part of Nevada Irrigation District's PWC-100 submittal responsibilities. Please fill in ALL areas. If no Subcontractors will be used, please indicate "N/A". Thank you for your cooperation.

PRIMARY CONTRACTOR INFORMATION	
CONTRACTOR NAME: _____	
PWCR #: _____ <small>(Public Works Contractor Registration)</small>	CSLB #: _____ <small>(Contractors State License Board)</small>
PROJECT MANAGER:	
_____ <small>(First and Last Name)</small>	_____ <small>(Work Phone)</small>
_____ <small>(Title)</small>	_____ <small>(Email Address)</small>
PROJECT SUPERINTENDENT / SITE CONTACT:	
_____ <small>(First and Last Name)</small>	_____ <small>(Work Phone)</small>
_____ <small>(Title)</small>	_____ <small>(Email Address)</small>
PROJECT WORKER CLASSIFICATIONS: <small>(See Below - List All That Apply)</small>	
INFORMATION PROVIDED BY:	
_____ <small>(Printed Name and Title)</small>	_____ <small>(Signature)</small>

SUBCONTRACTOR(S) INFORMATION	
SUBCONTRACTOR NAME: _____	
PWCR #: _____	_____ <small>(Email Address)</small>
PROJECT WORKER CLASSIFICATIONS: <small>(See Below - List All That Apply)</small>	
SUBCONTRACTOR NAME: _____	
PWCR #: _____	_____ <small>(Email Address)</small>
PROJECT WORKER CLASSIFICATIONS: <small>(See Below - List All That Apply)</small>	
If additional Subcontractors will be used, please attach an additional page with above-required information.	

PROJECT WORKER CLASSIFICATIONS				
- Asbestos	- Cement Mason	- Glazier	- Painter	- Sheet Metal
- Boilermaker	- Drywall Finisher	- Iron Worker	- Pile Driver	- Sound / Communication
- Bricklayer	- Drywall / Lathers	- Laborer	- Pipe Trades	- Surveyors
- Carpenter	- Electricians	- Millwright	- Plasterers	- Teamster
- Carpet/Linoleum	- Elevator Mechanic	- Operating Engineer	- Roofers	- Tile Workers

