



NEVADA IRRIGATION DISTRICT

(Est. 1921)

Request for Bids

English Meadow Restoration and Floodplain Enhancement Project

Wildlife Conservation Board

Forest Conservation Grant Program

March 7, 2022

**NEVADA IRRIGATION DISTRICT
1036 WEST MAIN STREET
GRASS VALLEY, CA 95045
WWW.NIDWATER.COM**

REQUEST FOR BIDS FOR ENGLISH MEADOW RESTORATION AND FLOODPLAIN ENHANCEMENT PROJECT

SECTION 1 - PURPOSE

Nevada Irrigation District (NID) is requesting bids (RFB) from interested entities to implement floodplain restoration and forest management activities on approximately 380 acres within the headwaters of the Middle Fork of the Yuba River (Middle Yuba River) in Nevada and Sierra counties, California. English Meadow, located in the headwaters of the Middle Yuba River, is located approximately 1 mile upstream of one of NID's largest water storage reservoirs, Jackson Meadows Reservoir. In-stream restoration work will be performed in concert with a fire fuels reduction project. Both projects are part of a restoration plan and wildfire resilience program and aim to improve hydrology and forest health in this key watershed. These outcomes will be achieved by reducing the risk of catastrophic wildfire via treatment of overcrowded timber stands, thinning the forest community, and reconnecting the incised stream channel to the meadow floodplain and underlying aquifer.

SECTION 2 – ABOUT NID

NID is a diversified water resource district in the foothills of Northern California's Sierra Nevada Mountains. NID is governed by an elected Board of Directors representing five divisions within its approximate 287,000-acre boundary. The District provides treated water to approximately 19,000 customers and raw water to approximately 6,000 customers in Nevada, Placer and Yuba Counties. NID owns and operates eight hydroelectric power plants with all power produced sold to Pacific Gas & Electric. NID operates recreation facilities at the District's storage reservoirs in the foothills and mountains of the Northern Sierra. NID employs over 200 regular, full-time employees and headquartered at an 18-acre site located on 1036 West Main Street in Grass Valley, CA.

SECTION 3 – BACKGROUND

NID owns and manages approximately 10,000 acres in Nevada, Placer and Yuba Counties. This project will significantly reduce catastrophic fire risk and improve watershed health and function within the headwaters of the Middle Yuba River by implementing fuels treatment practices and addressing disturbances to montane meadow habitats from historic land uses. This montane meadow is part of the Sierra Nevada headwaters and is integral to the natural water supply infrastructure that NID manages for communities in Nevada, Placer and Yuba Counties. The project will significantly reduce catastrophic fire risk and promote healthy and functional forest and watershed conditions, improve carbon sequestration, and restore natural flow and bedload transport and deposition regimes.

The existing condition of English Meadow and the surrounding forests reflects a complex history of inundation and draining from 1858 to 1883 associated with a large dam and reservoir called Rudyard or English Reservoir and associated hydraulic mining, construction of ditches, grazing, and logging at the site. The rapid draining of water that resulted from the destruction of the dams likely initiated the incision of the Middle Yuba River channel within the meadow, and its subsequent disconnect from the meadow floodplain. The Middle Yuba River in the Project area currently exhibits extreme high and low flows, resulting in erosion of the river's banks as precipitation and snowmelt quickly flow through the meadow and into Jackson Meadows

REQUEST FOR BIDS FOR ENGLISH MEADOW RESTORATION AND FLOODPLAIN ENHANCEMENT PROJECT

Reservoir, without spilling out over the floodplain. This, in combination with construction of the ditches and drying of the meadow, has resulted in a shift in the proportion of wetland versus upland habitat, dieback of riparian vegetation, and encroachment of conifers (primarily lodgepole pine) into the meadow. Grazing has further resulted in disturbance of soils and vegetation, particularly within the remnant wet meadow and fen habitats.

The history of logging, followed by decades of fire suppression and lack of management of the forest vegetation, has resulted in densely overgrown forest that supports large amounts of dead, dying, and downed woody material on the slopes surrounding the meadow and throughout the headwaters of the Middle Yuba River watershed. The dense forest community reduces snow accumulation and subsequent surface runoff that is characteristic of a managed forest community and may also consume more water resources. Within the meadow, lodgepole pine and other conifers are established which in turn may contribute to the depletion of the aquifer. In combination, overly dense forests and dead and down woody material throughout the meadow and the adjacent slopes increases the risk of catastrophic wildfire.

NID has received a grant from the Wildlife Conservation Board to support expansion of its Forest Conservation Program, which includes the treatment of the specified area in this RFB. The goal of this project is to restore and maintain healthy, fire-resilient watershed lands while protecting water supply and quality. The project will expand the fire fuels reduction and forest thinning efforts that have been initiated by NID throughout Nevada County.

SECTION 4 – DESIRED OUTCOMES

Consistent with the District's land use objectives, the purpose of this Project is to improve watershed/floodplain function and resilience of English Meadow and the surrounding forest to potential disturbances to achieve the following benefits:

- Reduce the transport of bedload and fine sediment from the upper watershed into Jackson Meadows Reservoir (maintain reservoir water storage capacity).
- Increase seasonal retention and release of precipitation in the meadow floodplain aquifer.
- Enhance habitat for meadow-dependent species.
- Improve forest health to reduce wildfire risk through fuels reduction.
- Increase snowpack and surface flow through mechanical thinning of the forest community.
- Reduce conifer encroachment into the meadow.

This Project is broken into four distinct Scopes of Work (Items) as titled:

1. Item #1: River Restoration and Channel Improvement
2. Item #2: Slope Fire Fuels Reduction
3. Item #3: Material Stockpiling, Tree Felling and Log Barrier Placement
4. Item #4: Access Road Opening and Culvert Installation

Item #1 – River Restoration and Channel Improvement will include construction of approximately 52 in-stream woody debris structures and nine rock riffles, and complete fill of 7,100 feet of ditches and gullies along approximately one mile of the Middle Yuba River. All fill material will be obtained on-site and will include trees, cobble, gravel, etc.

Item #2 - Slope Fire Fuels Reduction is a fire fuels reduction project utilizing mechanical treatment or hand crews to remove and process understory ladder fuels and accumulated dead and down

REQUEST FOR BIDS FOR ENGLISH MEADOW RESTORATION AND FLOODPLAIN ENHANCEMENT PROJECT

woody debris and logs. This work is generally located on the slopes surrounding the meadow basin. All cut material and existing slash and debris shall be processed to reduce the height of woody debris post project. Woodchips will remain onsite to add needed organic material back into the soil. Some of the masticated or chipped material may be used in the construction of debris jams and riffles or strategically placed in predetermined locations, if possible.

Item #3 – Material Stockpiling, Tree Felling and Log Barrier Placement includes collection of approximately 850 trees of varying diameter to be cut and relocated to staging areas. This material will be used in the River Restoration work of debris jam / riffle construction (Item #1), or as log barriers within the meadow floodplain. Remaining conifers around the riparian corridor and in the meadow will be removed, small diameter material will be chipped and cleaned up, and some trees will be marked for girdling as future habitat snags.

Item #4 – Access Road Opening and Culvert Installation will include repair of approximately 6,500 feet of unpaved road for access to the meadow. Opening the access road will require installation of three culverts at one crossing, and the repair of seven additional watercourse crossings. Stream crossings will require the import and placement of cleaned rock as well as the movement of native existing material. These crossings are temporary, and culverts will need to be removed by the contractor at the end of the construction season and rock pushed out of channels prior to the arrival of winter snow. Opening of the Access Road is the first task of the greater project and must be completed for equipment to access the project area in May, or when weather allows vehicle access.

SECTION 5 – BID PROPOSAL SUBMISSION

NID will endeavor to administer the proposal and selection process according to the below schedule. NID reserves the right to modify activities, timeline or any other aspect if necessary.

1. Timeline

Release of RFB by NID	March 7, 2022
Mandatory virtual tour of project (Meeting method TBD)	March 16, 2022
Deadline for Questions	March 21, 2022 (5:00 pm PST)
Bid Proposals Due to NID	March 25, 2022 (2:00 pm PST)
Award of Contract	April 4, 2022 – April 11, 2022

2. Bidders are required to attend a virtual Zoom site tour prior to bidding. A link will be sent to prospective bidders that RSVP to this Request for Bids. RSVP's are to be sent to NID's Project Manager, Neysa King via email at kingn@nidwater.com by COB March 15.

REQUEST FOR BIDS FOR ENGLISH MEADOW RESTORATION AND FLOODPLAIN ENHANCEMENT PROJECT

This meeting will concurrently be held in person at the NID Business Center, 1036 W Main Street, Grass Valley, CA 95945 at the same date and time as the virtual tour via Zoom. In-person meeting will require all attendees to wear a mask while indoors.

NID has provided informed estimates of treatment area acreages and construction locations which will be shared with prospective bidders during the virtual tour. It will be assumed that the bidder has satisfied themselves as to the nature of the work to be performed and the character of all conditions to be encountered.

3. Proposals will be accepted in the form of a PDF or Word document by email to kingn@nidwater.com or by hard copy to:

Neysa King, Environmental Resources Administrator
Nevada Irrigation District
1036 West Main Street
Grass Valley, CA 95945

4. Additional inquiries and/or questions concerning this RFB should be directed by email or phone to Neysa King, Environmental Resources Administrator, kingn@nidwater.com (530) 271-6733. All inquiries and/or questions must include the bidding individual's name, company name, complete address, and reference to this RFB title.

If appropriate, a formal District response to a Bidder's question will be sent to all Bidders for review and acknowledgement. **Questions will not be accepted after March 21.**

SECTION 6 – SELECTION PROCESS

1. All proposals submitted will be reviewed by NID. Additional information may be requested.
2. The Bidder's Instructions included herein must be signed in the name of the Bidder, and must bear the signature in longhand of the person or persons duly authorized to sign the quote. The Bidder must be registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5. If the bid is made by an individual, they shall sign their full name, and their address shall be given; if it is made by a partnership, it shall be signed with the partnership name and address by an authorized principal of the partnership, who shall also sign their own name; if made by a joint venture, each joint venturer shall sign the acknowledgment; and if it is made by a corporation, the name and address of the corporation shall be shown, and the bid signed by its duly authorized officer or officers attested by the corporate seal. When bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a partnership, a "Power of Attorney" must be on file with the District prior to opening bids or shall be submitted with the bid; otherwise, the bid may be rejected as irregular and unauthorized.

**REQUEST FOR BIDS FOR
ENGLISH MEADOW RESTORATION AND FLOODPLAIN ENHANCEMENT PROJECT**

3. Responses may be in Word or Adobe PDF format and should include:
 - a. Bidders company name and address
 - b. The proposed timing to completion.
 - c. The firm’s capabilities, expertise, related experience, references, and summaries of past performance
 - d. Size of staff specifically for restoration work and fire fuels reduction.
 - e. Present workload and ability to meet the instructions requirements.
 - f. Relevant certifications or licenses to operate necessary project related equipment and machinery
 - g. Proof of current insurance to the specifications of the attached “Example Agreement”

4. Cost of the Bid shall be contained in a separate, sealed envelope (if mailing) and a separate document (if emailing) from the bid criteria A & B as referenced below.

5. NID will select the bidder(s) that provides the most value to the District. Bidder(s) may elect to bid on all ITEMS or on a combination of ITEMS or only one ITEM. The District, at its sole discretion, may choose any single or combination of ITEMS on the Bid Instructions. The District may also decide not to issue any contract for work associated with this Request for Bids (RFB).

6. Bid Packages will be opened at Nevada Irrigation District’s Business Center, located at 1036 West Main Street in Grass Valley, on or around March 25, 2022. Bid Results will be emailed in a timely manner to all contractors that submitted proposals. Environmental Resources Division staff, District Managers, and project partners will be present and/or participate in the bid selection process. Bidders and the public will NOT be allowed to be present.

7. Award of a Contract (sample copy included with Bid Package) will take place following review of the proposals by the District’s Assistant General Manager. Approval may be contingent upon qualifications of any bidder, based on experience with similar projects, or references. The District may choose to issue one or more contracts at its sole discretion. Determination and value to NID shall be based upon the following weighted factors:

ITEM #	CRITERIA	POSSIBLE PERCENT
A	The firm’s capabilities, expertise, related experience, references, past performance, and size of staff specifically for restoration work and fire fuels reduction.	60%
B	Present workload and ability to meet the instructions requirements	30%
C	Cost of Services	10%
Total		100%

8. The District reserves the right to reject any or all proposals and to waive any errors or irregularities on any proposal.

**REQUEST FOR BIDS FOR
ENGLISH MEADOW RESTORATION AND FLOODPLAIN ENHANCEMENT PROJECT**

9. Those contractors submitting proposals are advised that the District is not obligated to accept the lowest responsive quotation. The District may, in its sole discretion, do any of the following:
 - a. Waive and/or correct any and all irregularities and minor errors in any proposal; and/or
 - b. Accept other than the lowest proposal.
10. Bid Instruction documents must be signed and completed in full with the bid proposal.

SECTION 7 – GENERAL RFB AND PROJECT SPECIFICS

1. This project is “public work” subject to payment of prevailing wage rates. Other relevant public work requirements include: Keeping accurate records of the work performed on the project (Labor Code § 1812); permitting inspection of the payroll records (Labor Code § 1776; 8 C.C.R. § 16400(e)); Maintaining necessary workers’ compensation coverage (Labor Code §§ 1860, 1861); using the appropriate number of apprentices on the job site (Labor Code § 1777.5); and complying with all other legal requirements, including but not limited to those found in Labor Code §§ 1720-1861 and 8 C.C.R. §§ 16000-16414. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No contractor or subcontractor may be listed in the Quote unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5. No contractor or subcontractor will be awarded the Contract for this project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5.

The 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 under the heading "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1". The Internet address is <http://www.dir.ca.gov/>. The prevailing rates of per diem wages are also available at the District Engineer’s office, Nevada Irrigation District, and may be viewed there by appointment.

2. Approximate Start / End Date: May 2022 – October 2022. Work will be scheduled at the earliest possible date, weather permitting, likely May, and is expected to continue until approximately October for the whole project season. Anticipate a 10-week construction season. Due to the unpredictability of weather conditions, unfinished work may be completed in the following season if necessary.

All Work, including estimated duration, schedule, and acres, are weather dependent due to the remote and high elevation location of the project. It is the responsibility of contractors to schedule and account for potential stoppages during the work period. The

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work period will begin as soon as the site is accessible (after the first thaw) and cease when conditions become unmanageable or unsafe.

3. Regular work days and hours shall be restricted to Monday - Friday, sunrise to one hour before sundown allowing for one hour of fire watch prior to leaving the work area.
4. A mandatory pre-bid virtual site tour has been scheduled for **2:00 pm** local time on Wednesday, **March 16, 2022**. Please allow at least two (2) hours for the tour. A Zoom link will be sent to prospective bidders that RSVP to this Request For Bids. This meeting will also be held in person at the NID Business Center, 1036 W Main Street, Grass Valley, CA 95945 at the same date and time as the virtual tour.
5. If additional scope items are identified during the mandatory pre-bid virtual tour, or if any clarifications are needed, a written "Addendum" to the attached Bid Schedule will be provided to all prospective bidders in a timely manner for inclusion in their proposals.
6. Any substitutions must be approved by the District. Any exceptions to what is set forth in the attached Bid Instructions shall be noted by the bidder on a separate document. The District reserves the right to make the final determination of the acceptability of exceptions.
7. The project will be implemented on NID-owned property accessible via an existing county road and closed USFS road. Due to the remote nature, and high elevation of the project site, the site is not accessible during winter months. Seasonal staging for contractors will be available near the project area on District-owned lands for dry camping between May and October. Equipment and fuel will be staged at another nearby location, on either USFS land of Meadow Lake Road approximately 5 miles from project center, or on NID property at Austin Meadows approximately 4.5 miles from project center.
8. All work, where applicable, is subject to the California Forest Practices Rules including, but not limited to elements of: silvicultural methods; erosion control; water course protection; hazard reduction; fire protection and wildlife protection practices.
9. All work shall adhere to all applicable laws and regulations including but not limited to the project CEQA related documents located on the [NID Website](http://www.nidwater.com/english-meadow) (www.nidwater.com/english-meadow) and all Local, State, and Federal permits.

SECTION 8 – RFB ATTACHMENTS

Below is a list of documents attached to this RFB to assist prospective Contractor in their response:

1. Bid Instructions: Item #1 – River Restoration and Channel Improvement Structures
2. Bid Instructions: Item #2 – Slope Fire Fuels Reduction
3. Bid Instructions: Item #3 – Material Stockpiling, Tree Felling and Log Barrier Placement
4. Bid Instructions: Item #4 – Access Road Opening and Culvert Installation
5. Contractor Services Agreement Template

REQUEST FOR BIDS

Item #1: River Restoration and Channel Improvement Structures in the Middle Yuba River at English Meadow

English Meadow Restoration and Floodplain Enhancement Project

NID Project Number: 2592

(Funded by the Wildlife Conservation Board, Forest Conservation Grant Program)

Released March 7, 2022

Bids due March 25, 2022 at 2 pm.

BID INSTRUCTIONS

1. General Description of Services:

This project is located on Nevada Irrigation District property in a remote location, south of Jackson Meadows Reservoir, at 6500 ft. elevation in the headwaters of the Middle Yuba River. See attached project location map. To access the site from Truckee, follow CA-89 north for approximately 15 miles to Bear Valley Road. Turn left on Bear Valley, and then head south on Jackson Meadows Road/Heness Pass Road for approximately 16 miles. After crossing Jackson Meadows Dam, head south on Graniteville Road for approximately 5 miles to its intersection with Meadow Lake Road. Note that the pavement ends approximately 1 mile north of the intersection. Continue on Meadow Lake Road for approximately 3 miles to an Unclassified Forest Service Road that provides direct access to (and across) English Meadow.

The work to be performed is construction of approximately 52 in-stream woody debris structures and 9 rock riffles, and complete fill of 7,100 feet of ditches and gullies along approximately 1 mile of the Middle Yuba River. All fill material will be obtained on-site, and will include trees, cobble, gravel, etc. Operator will collect, onsite, approximately 150 12-24" diameter conifer trees, removed intact (with root wads, tops and limbs) and utilize them in construction of instream structures. Approximately 30% of the work will occur in a live stream channel, which will require pumping approximately 1-3 cfs of streamflow around the active work area (during working hours), and construction of at least one, maximum two, temporary stream crossings. Additionally, work will involve sloping and revegetation to stabilize streambanks in two locations. All work would be performed under the on-site, specific direction of the project Restoration Specialist and District staff. The exact location, dimensions, and numbers of debris jams and riffles may be modified as project implementation proceeds. This work has been designed by the Restoration Specialist and project partners at Plumas Corporation and will be guided by their restoration plan.

The work would be performed in concert with a fire fuels reduction project. Both projects aim to improve watershed health and reduce the risk of catastrophic wildfire.

To prevent incidental wildfire ignition from rock strikes or equipment, appropriate fire suppression equipment shall be available at all times. Including, but not limited to: fire extinguishers (hand or backpack pump sprayers), hand tools (shovels, axes, McLeod), water trailer (pump and hose sufficient to always reach operation area and potential ignition zones during operation).

Please sign and return these Bid Instructions with your proposal.

BIDDER:

(Company)

(Signature)

(Printed Name / Title)

(Date)

Item #1 – River Restoration and Channel Improvement Structures

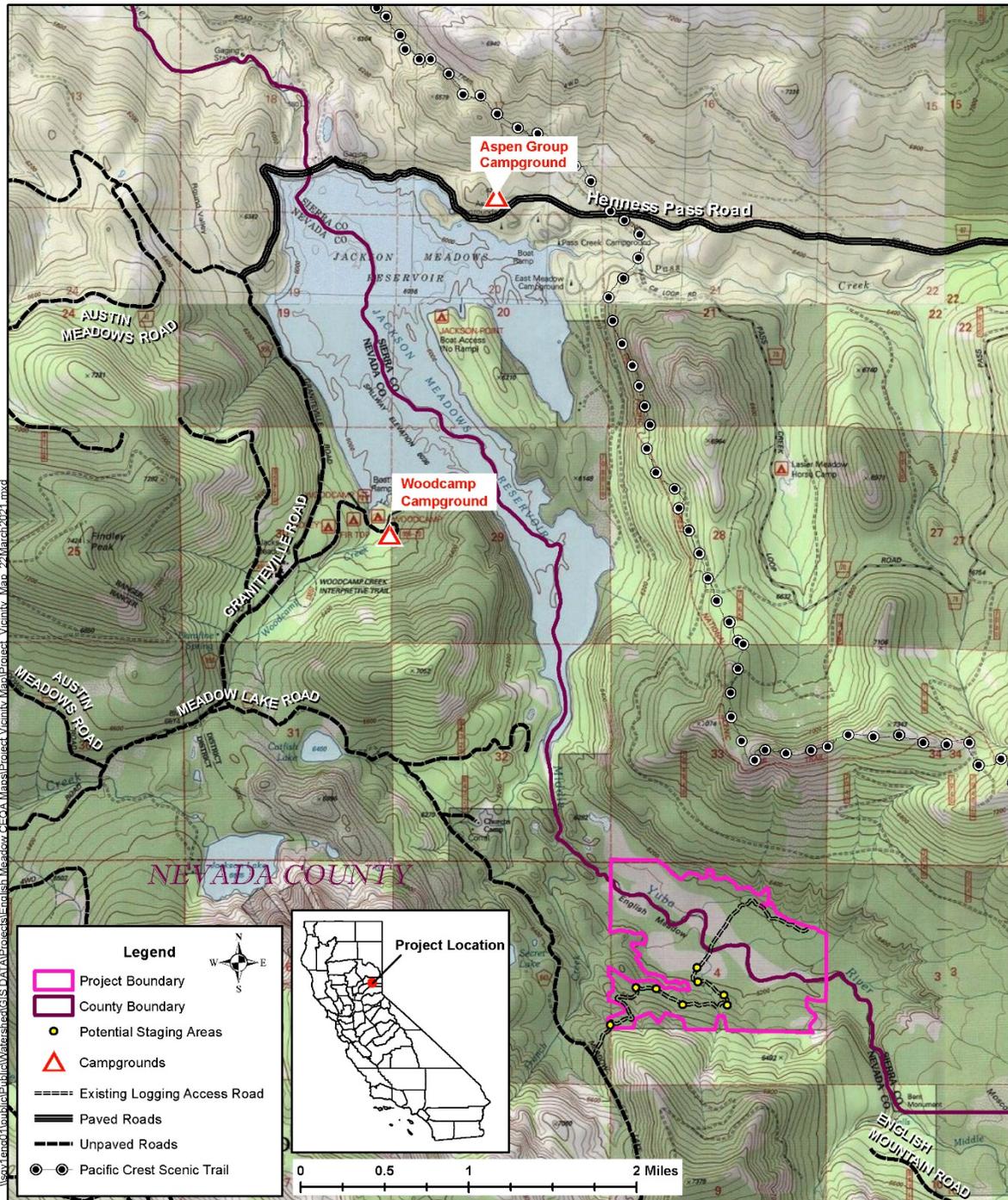
BID WORKSHEET

Item 1: Channel Restoration	
Task	Description
Fill Artificial Drainage Ditches	Work would include filling in previously excavated drainage ditches with adjacent berm and small diameter tree material. There are ten (10) ditches to be filled, totaling 2,100 feet of ditch (approximately 8,000 cubic yards (CY)).
Tributary Fill & Headcut Repair	Work would include constructing small riffles or debris jams using nearby gravel bars, and adjacent bank and woody debris material. There are 16 intermittent channels to be treated, totaling a length of 5,000 feet (approximately 9,000 CY).
In-channel Debris Jam and Riffle Construction	Construction of structures would involve knocking down and moving about 150 12"-24" diameter trees and placing approximately 850 trees 3"-24+" diameter (that will be staged by Material Stockpiling Operators), as well as excavation and fill of approximately 2,000 CY of channel or floodplain material. In total, this work includes 52 debris jams and 9 rock riffles, 23 of which would be constructed in a live stream channel. Work would include setting up and operating a clear water diversion pump around work areas (probably four set-ups), with approximately 1-3 cfs capacity, through approximately 300 feet of diversion pipe. Escaped dirty water would also be pumped onto the floodplain (approximately 0.5 cfs). This item also includes stream crossing construction.
Bank Stabilization	Work would include laying back vertical stream banks to a 1:1 slope in two locations (totaling 1,200 feet of bank) and stabilizing the bank with plants.

Equipment Items & Description	Estimated Quantity	Unit	Bid (per unit)	Bid Total
Laborer (for pump operation & trimming staged trees)	400	Hours		
Excavator Cat 320 or equivalent w/ thumb & 36" bucket) (for in-channel construction)	400	Hours		
Excavator Cat 320 or equivalent w/ thumb & 36" bucket (for ditch and tributaries)	240	Hours		
Wheel Loaders (2) (each for 240 hours) (Cat 950 or equivalent) (for ditches and tributaries)	480	Hours		
Track Loader (Cat 953 or equivalent) (for in-channel construction)	400	Hours		
Smaller water pump (0.5 cfs capacity w/300' hose) (for dirty water management & compaction)	50	days		
Large Water Pump (2-8 cfs capacity w/ 300' pipe) (clear water diversion)	20	days		
			Grand Total Item #1	

Please provide your estimate for bid elements and total in the boxes above.

PROJECT LOCATION MAP



Map 2-1: English Meadow Restoration & Enhancement Project Vicinity Map



Date: 4/20/2021

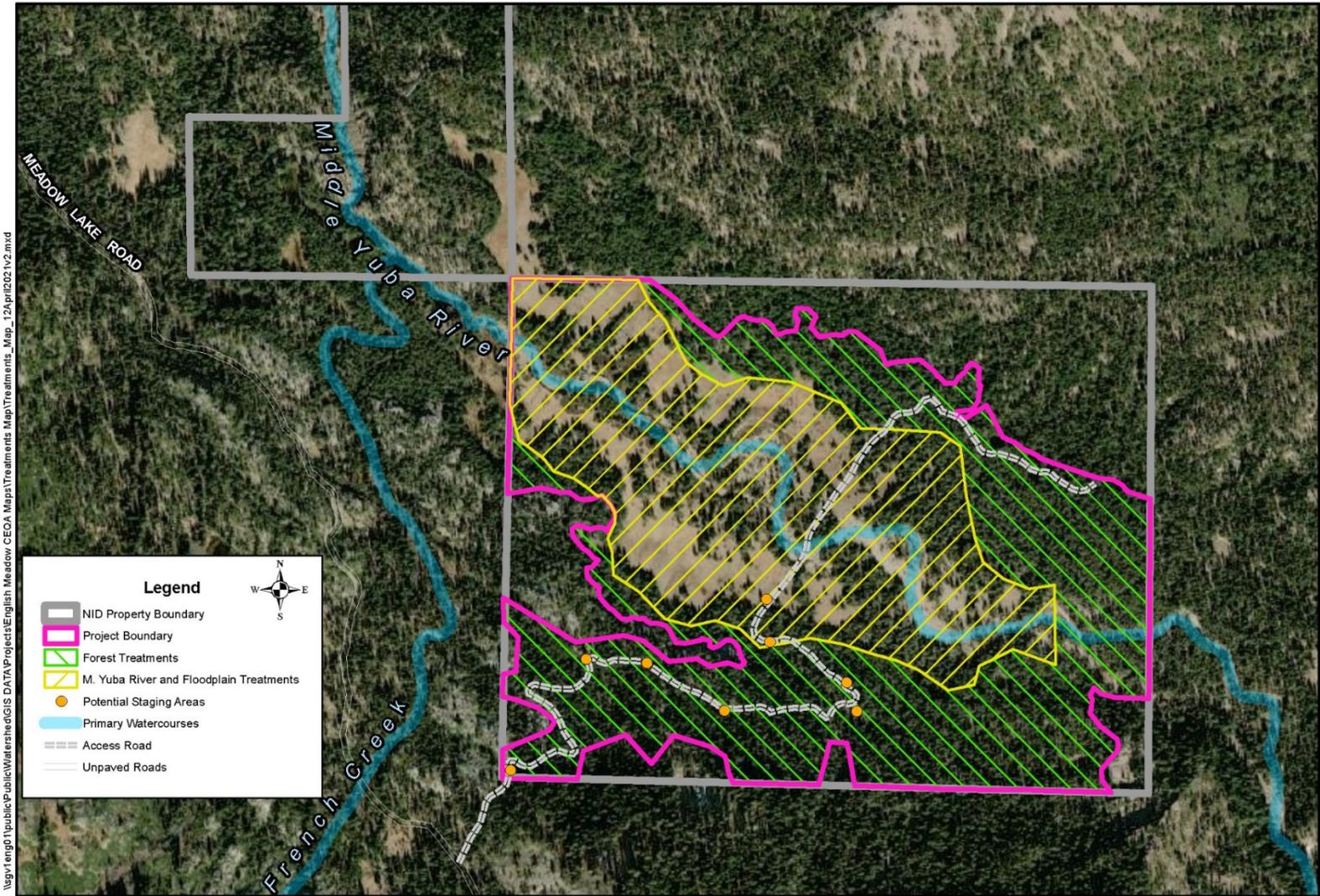
Drawn By: C. TOWNSEND

NEVADA IRRIGATION DISTRICT
NEVADA COUNTY – PLACER COUNTY
GRASS VALLEY, CALIFORNIA

Scale: 1:47,520

Sheet 1 of 1

PROJECT TREATMENT AREAS MAP



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	<p>NEVADA IRRIGATION DISTRICT</p> <p>NEVADA COUNTY – PLACER COUNTY GRASS VALLEY, CALIFORNIA</p>	<p>Map 2-3: English Meadow Restoration & Enhancement Project Treatment Locations Map</p> <p>Drawn By: <u>C. TOWNSEND</u> Date: <u>4/20/2021</u> Scale: <u>1:21,120</u> Sheet: <u>1</u> of <u>1</u></p>
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FLOODPLAIN TREATMENTS MAP



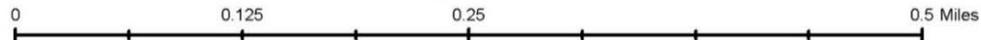
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NEVADA IRRIGATION DISTRICT
 NEVADA COUNTY -- PLACER COUNTY
 GRASS VALLEY, CALIFORNIA

Map 2: Impacts Within Waters of the U.S. / Waters of the State

Drawn By: C. TOWNSEND Date: 8/27/2021 Scale: 1:7000 Sheet: 2 of 2



REQUEST FOR BIDS

Item #2: Slope Fire Fuels Reduction at English Meadow

English Meadow Restoration and Floodplain Enhancement Project

NID Project Number: 2592

(Funded by the Wildlife Conservation Board, Forest Conservation Grant Program)

Released March 7, 2022

Bids due March 25, 2022 at 2 pm.

BID INSTRUCTIONS

1. General Description of Services:

This project is located on Nevada Irrigation District property in a remote location, south of Jackson Meadows Reservoir, at 6500 ft. in elevation in the headwaters of the Middle Yuba River. See attached project location map. To access the site from Truckee, follow CA-89 north for approximately 15 miles to Bear Valley Road. Turn left on Bear Valley, and then head south on Jackson Meadows Road/Heness Pass Road for approximately 16 miles. After crossing Jackson Meadows Dam, head south on Graniteville Road for approximately 5 miles to its intersection with Meadow Lake Road. Note that the pavement ends approximately 1 mile north of the intersection. Continue on Meadow Lake Road for approximately 3 miles to an Unclassified Forest Service Road that provides direct access to (and across) English Meadow. The work to be performed is fire fuels reduction via understory thinning, and reduction of accumulated dead and down woody debris and logs. Work will be performed under the direction of NID staff, and the project Registered Professional Forester (RPF).

Forest treatment shall occur on the slopes surrounding English Meadow. Understory thinning shall be performed utilizing mechanical equipment such as a masticator or chipper with hand crew. All cut material resulting from project treatments and existing slash and debris shall be processed to reduce the height of woody debris post project. This work is part of larger project IS/MND and a 1600 LSA permit has been obtained from California Dept. of Fish and Wildlife. Water courses, sensitive features and avoidance areas shall be flagged by the project Forester or NID Staff. Operator(s) are responsible for adhering to all Forest Practice Rules, CEQA and permitting requirements, and any additional considerations as indicated by NID's Project Manager.

Treatments will take place on approximately 175 acres within the project area. Slopes range from flat (0%) to low to moderate (1% - 30%) with certain areas reaching 45%. Obstacles include rock outcroppings, watercourses, steep slopes, and identified special treatment areas which will be flagged for avoidance prior to project start. The forest community is dominated by white and red fir, with pockets of lodgepole, Jeffrey, and white pine. Average

stand DBH across the project area is 10" – 20". If necessary, mastication and/or hand crew treatments may also occur within the meadow basin.

To prevent incidental wildfire ignition from rock strikes or equipment, appropriate fire suppression equipment shall be available at all times. Including, but not limited to: fire extinguishers (hand or backpack pump sprayers), hand tools (shovels, axes, McLeod), water trailer (pump and hose sufficient to always reach operation area and potential ignition zones during operation).

Please sign and return these Bid Instructions with your proposal.

BIDDER:

(Company)

(Signature)

(Printed Name / Title)

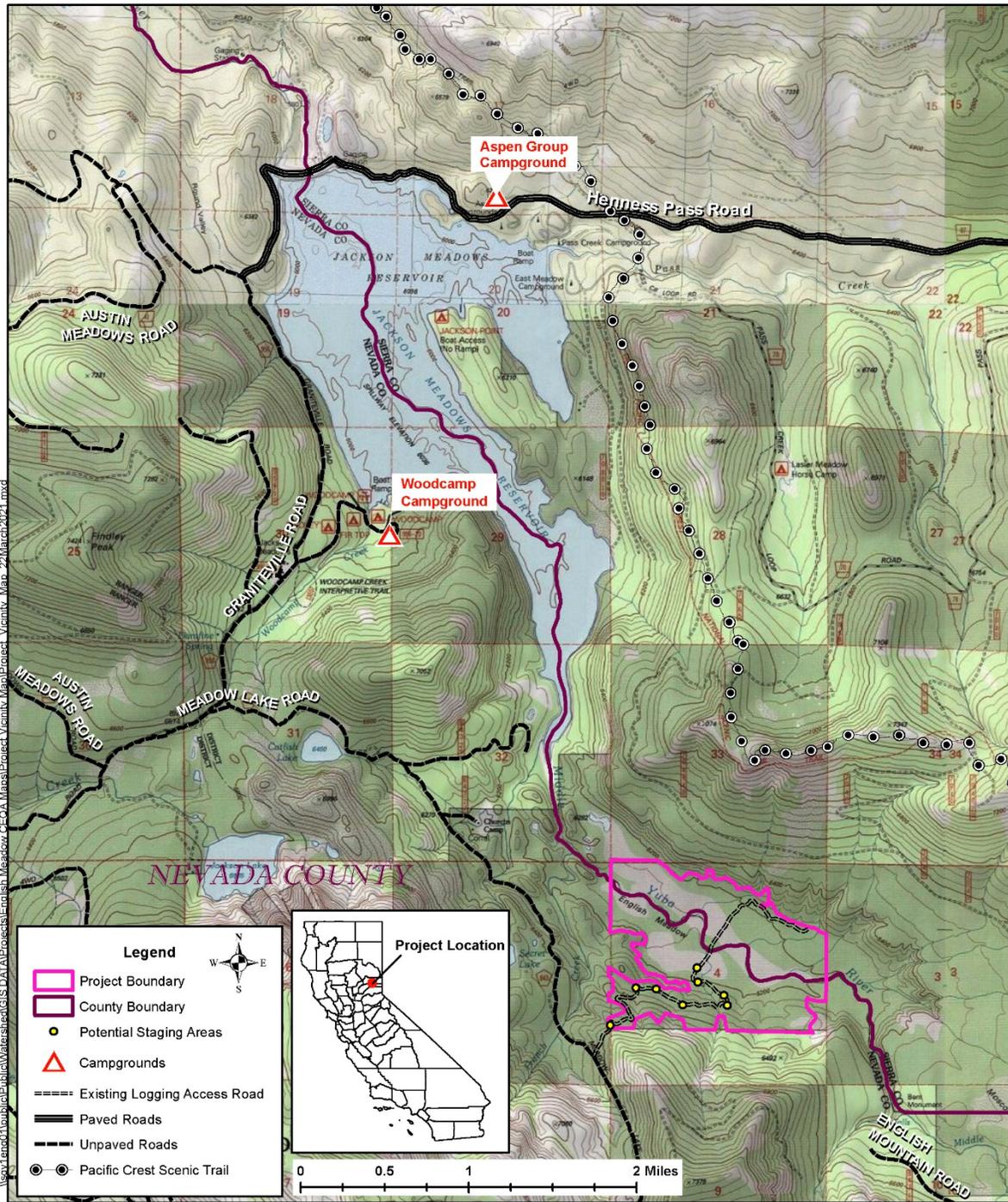
(Date)

Item #2: Slope Fire Fuels Reduction

BID WORKSHEET

Item 2: Fire Fuels Reduction				
Task	Description			
Slope Understory Thinning	Contractor shall employ the necessary manpower and mechanized equipment to meet the requirements of this job. The work may involve pruning, cutting, skidding, chipping, grinding or masticating. Contractor shall treat surface and ladder fuels in the project area (including slash and debris, brush, small trees and dead wood) that could promote the spread of wildfire to achieve standards for vertical spacing between fuels, horizontal spacing between fuels, maximum depth of dead ground surface fuels and treatment of standing dead fuels, as follows: (1) Remove sub-merchantable trees 10 inches DBH (diameter-at-breast-height) and less that are suppressed, damaged, diseased or inferior. This includes brush and woody debris, except for wildlife logs. Species diversity shall be maintained throughout the project area. The targeted average spacing of the leave trees shall be no less than approximately 30 feet between trees greater than 10" dbh. (2) After treatment is complete, the height of the brush, woody debris and cut non-leave trees shall not exceed 12 inches above the ground, rocks or rocky out crops. (3) Pockets of pre-existing slash, either from natural mortality or current or past timber harvest operations, shall be treated to reduce the size of material and height of the fuel concentration.			
Slope Understory Thinning		Quantity	Unit	Bid (per unit)
Chainsaw, Masticator, or Tracked Chipper, Fire Suppression Equipment		173	Acres	
			Grand Total Item#2	

PROJECT LOCATION MAP



Map 2-1: English Meadow Restoration & Enhancement Project Vicinity Map



Date: 4/20/2021

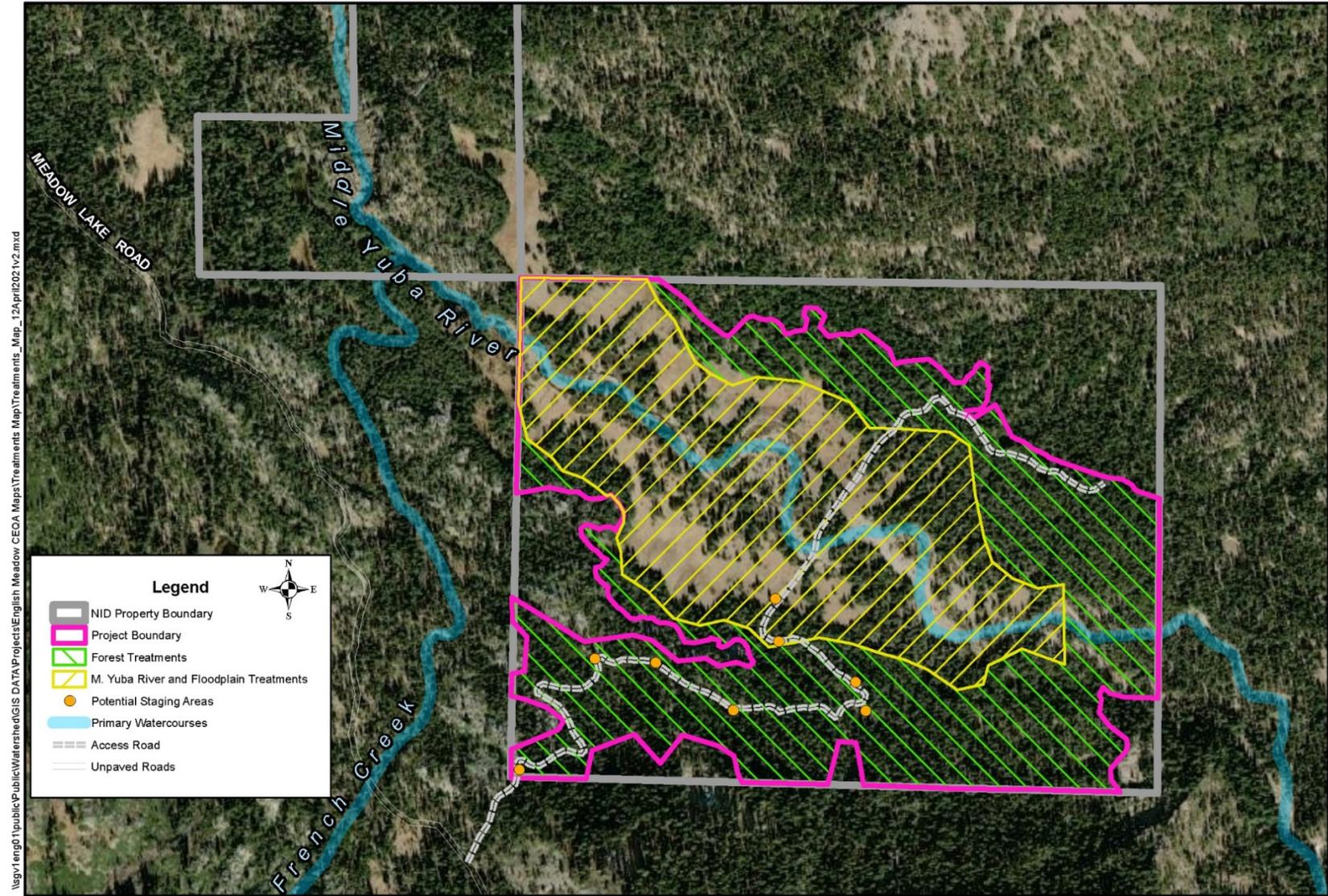
Drawn By: C. TOWNSEND

NEVADA IRRIGATION DISTRICT
 NEVADA COUNTY – PLACER COUNTY
 GRASS VALLEY, CALIFORNIA

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PROJECT TREATMENT AREAS MAP



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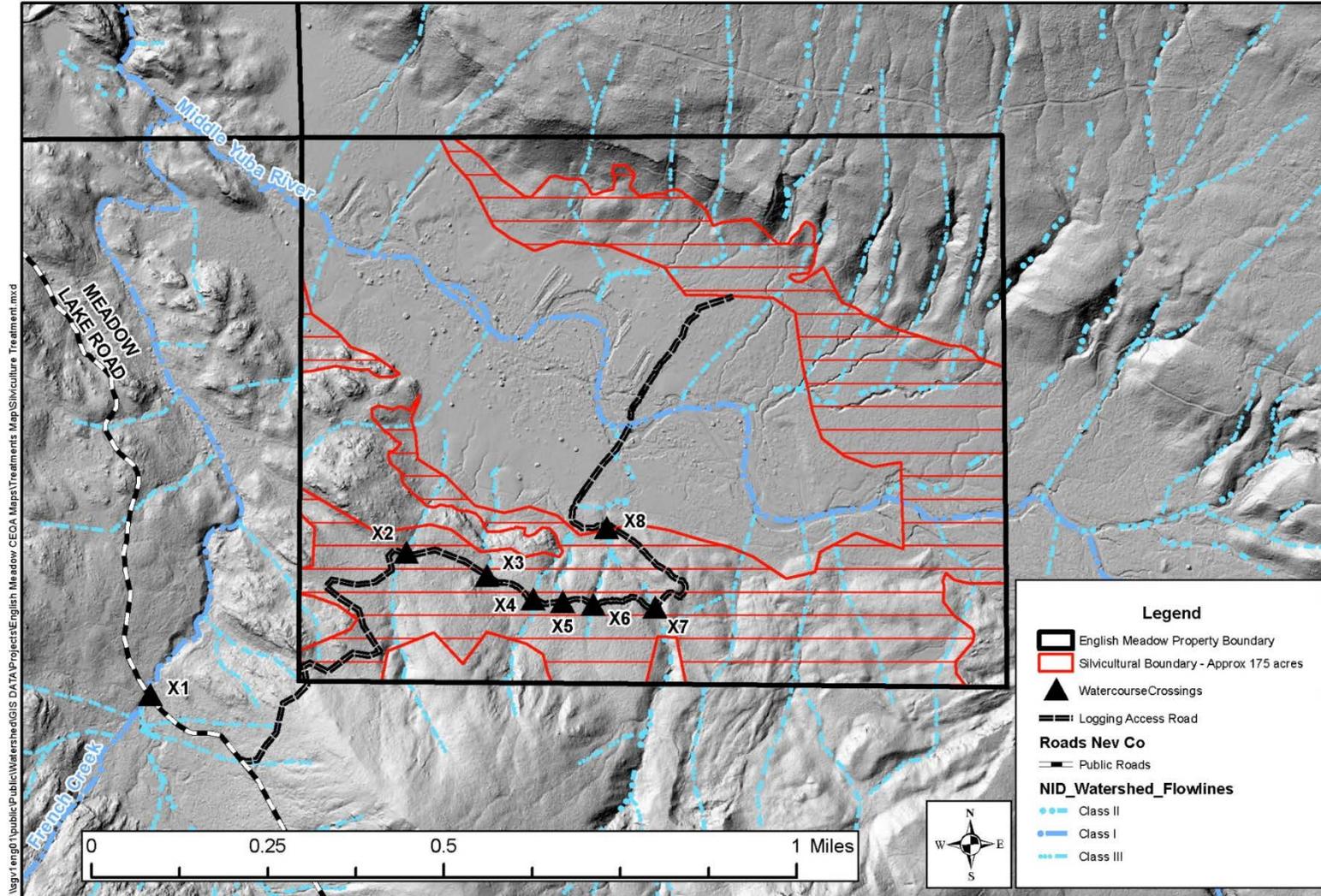


NEVADA IRRIGATION DISTRICT
 NEVADA COUNTY – PLACER COUNTY
 GRASS VALLEY, CALIFORNIA

Map 2-3: English Meadow Restoration & Enhancement Project Treatment Locations Map

Drawn By: C. TOWNSEND Date: 4/20/2021 Scale: 1:21,120 Sheet: 1 of 1

SLOPE SILVICULTURE TREATMENT MAP



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NEVADA IRRIGATION DISTRICT

NEVADA COUNTY -- PLACER COUNTY
GRASS VALLEY, CALIFORNIA

English Meadow Slope Silvicultural Treatment

Drawn By: C. TOWNSEND

Date: 1/4/2022

Scale: 1:7,920

Sheet: 1 of 1

REQUEST FOR BIDS

Item #3: Material Stockpiling, Tree Felling and Log Barrier Placement within the Middle Yuba River Headwaters at English Meadow

English Meadow Restoration and Floodplain Enhancement Project

NID Project Number: 2592

**(Funded by the Wildlife Conservation Board,
Forest Conservation Grant Program)**

Released March 7, 2022

Bids due March 25, 2022 at 2 pm.

BID INSTRUCTIONS

1. General Description and Scope of Work:

This project is located on Nevada Irrigation District property in a remote location, south of Jackson Meadows Reservoir, at 6500 ft. elevation in the headwaters of the Middle Yuba River. See attached project location map. To access the site from Truckee, follow CA-89 north for approximately 15 miles to Bear Valley Road. Turn left onto Bear Valley, and then head south on Jackson Meadows Road/Henness Pass Road for approximately 16 miles. After crossing Jackson Meadows Dam, head south on Graniteville Road for approximately 5 miles to its intersection with Meadow Lake Road. Note that the pavement ends approximately 1 mile north of the intersection. Continue on Meadow Lake Road for approximately 3 miles to an Unclassified Forest Service Road that provides direct access to (and across) English Meadow.

The work to be performed includes 4 sub-tasks:

1. The collection, transport, and stockpiling of vegetative material for use in the construction of in-stream woody debris structures.
2. Conifer removal within the 120-acre project area including chipping/mastication of smaller diameter trees, medium to large tree felling in the floodplain area, and girdling of individual trees that will remain standing.
3. Log placement to interrupt and block straight-line cattle trails within the floodplain and meadow.
4. Special treatment of sensitive site, approximately 2 acres, to remove small diameter conifers and dead and downed woody material.

Vegetative material stockpiling includes collection of approximately 850 conifer trees, ranging in size from small (approx. 3") to large (24") diameter. Trees will be cut and relocated within the 120-acre material collection area as logs without root wads, though some trees may be collected from outside this boundary if necessary. Trees will need to be cut and moved to predetermined stockpile locations where they will be utilized to construct instream structures. Trees will be transported as logs with branches and tops attached, or with branches and/or tops removed as directed by the Restoration Specialist/District staff/Project Forester.

In addition to material stockpiling, this work includes the strategic placement of approximately 75 trees/logs to obstruct straight-line trailing of cattle across the project area. Log placement locations shall be determined by the project Restoration Specialist and will be generally located in the meadow near the material collection area, and so will require the movement of up to 24" dbh logs with equipment.

Conifer removal using mechanical treatment, including girdling of indicated trees, and felling and cleanup of all remaining conifers will occur on a maximum of 120 acres of the material collection area. This work involves cutting and processing of all conifers remaining after material collection and log barrier placement. Utilizing either mastication or hand crew and chipper, the contractor will remove all conifers 12" dbh and smaller. Trees that are too large for a chipper or masticator to process, except those marked to girdle, shall be felled and tops and limbs shall be masticated or chipped up to 6". All remaining limbs shall be cut from the main trunk. Girdling involves cutting a 1 – 2" deep and 1- 2" wide ring around the trunk of a live tree with a chainsaw to induce tree mortality while allowing the tree to remain standing as habitat. Girdling will occur in specific locations determined by the project Forester. Trees to be girdled will be indicated by either flagging or paint.

Approximately two acres designated "special treatment" will be treated via hand crew only. This work will involve hand cutting small diameter brush with a chainsaw and relocating cut material outside of a predetermined boundary around sensitive resources. If necessary, this work will also coincide with log barrier placement to discourage cattle from grazing the location.

The work would be performed in concert with a fire fuels reduction project to reduce elevated wildfire potential on the forested slopes around English Meadow. Both projects aim to improve and protect watershed health by reducing the risk of catastrophic wildfire by treating overcrowded timber stands and improving hydrology by reconnecting the incised stream channel to the meadow floodplain aquifer.

Movement of equipment throughout the meadow will be directed by the project Forester and project Restoration Specialist to minimize impact to meadow vegetation. This may involve utilizing established routes outside the meadow boundary to minimize traffic within the meadow if necessary. Treatments and schedule are designed to minimize extensive movement of equipment through the meadow; localizing all work around the active operating area when possible.

To prevent incidental wildfire ignition from rock strikes or equipment, appropriate fire suppression equipment shall be available at all times. Including, but not limited to: fire extinguishers (hand or backpack pump sprayers), hand tools (shovels, axes, McLeod), and a water trailer with pump and hose sufficient to always reach operation area and potential ignition zones during operation.

Please sign and return these Bid Instructions with your proposal.

BIDDER:

(Company)

(Signature)

(Printed Name / Title)

(Date)

Item #3: Material Stockpiling, Tree Felling and Log Barrier Placement

BID WORKSHEET

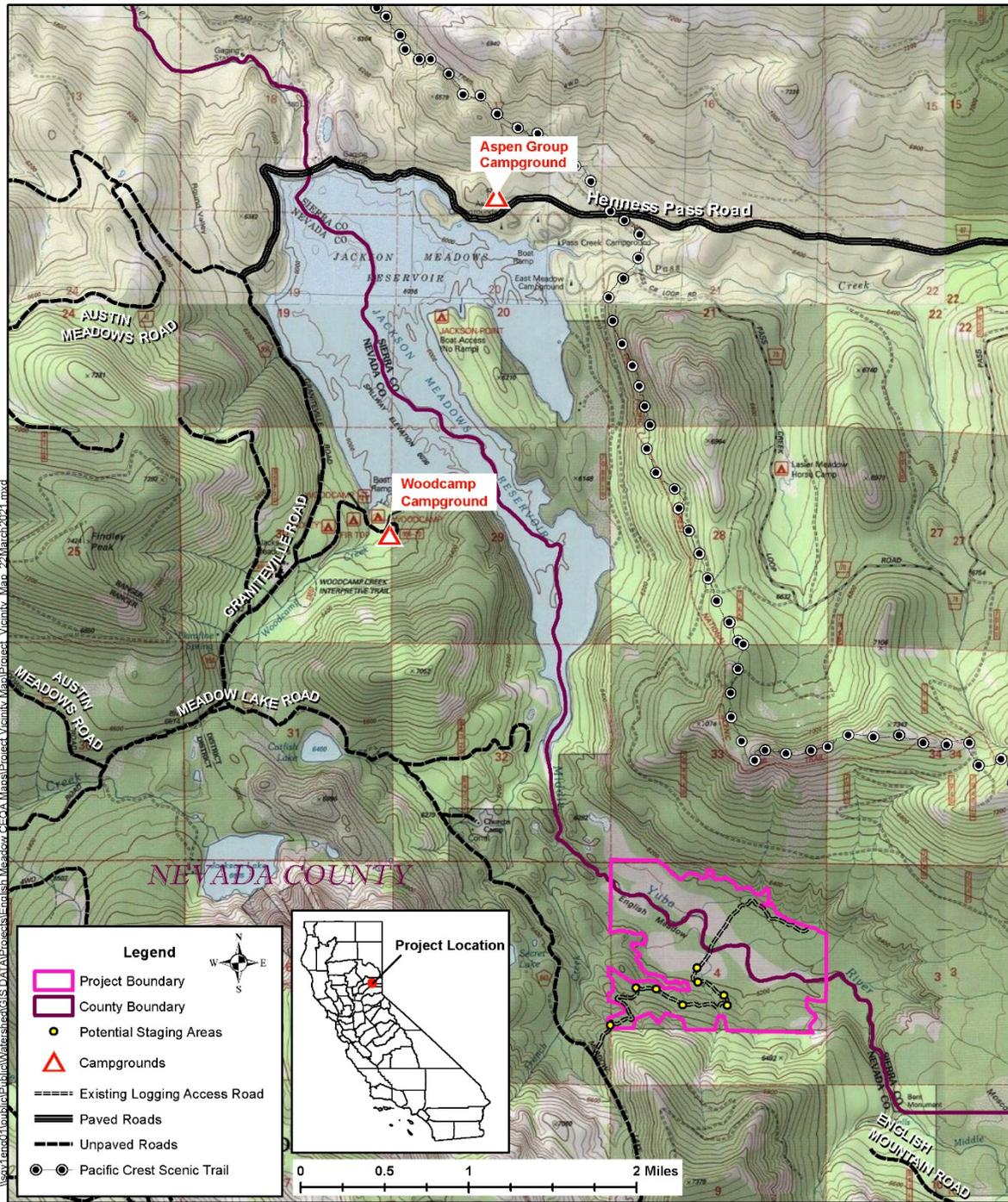
Item 3: Debris Jam / Riffle Material Stockpiling	
Task	Description
Material Collection and Stockpiling	Contractor shall employ the necessary manpower and mechanized equipment to meet the requirements of this job. The work will involve cutting, skidding, and stockpiling of whole trees without root wads. Trees shall be moved with branches attached as directed by District staff/Restoration Specialist/Project Forester if necessary to predetermined locations at the direction of project partners. Contractor shall be capable of taking detailed direction in regard to specific trees to collect, size of material needed and stockpiling during the project. Material needs shall be determined by the Restoration Specialist, and specific trees to be removed shall be determined by the project Forester (approximately 850 trees; 3"-24" dbh).
Floodplain Log Barriers	Contractor shall employ the necessary manpower and mechanized equipment to meet the requirements of this job. The work may involve cutting and placing whole trees. Locations where trees shall be placed will be determined by the Restoration Specialist and/or the project Forester. Log barriers shall be placed to obstruct straight line cattle trailing across the project area, and to protect sensitive resources from disturbance.
Special Conditions Hand Crew	Utilizing hand crew only, contractor shall cut and remove brush and debris from a sensitive location within the project site. This work will include cutting with chainsaws and dragging by hand outside of a predetermined buffer. Additionally, work includes strategic placement of large trees to protect wetland areas.
Conifer Removal and Girdling	Contractor shall employ the necessary manpower and mechanized equipment to meet the requirements of this job. The work will involve mastication or hand crew and chipper to remove and process 12" dbh and smaller conifers to stop encroachment into the meadow boundary and reduce fire fuels. Following mechanical treatment, contractor shall girdle all trees indicated to girdle.

	<p>Remaining conifers that are greater than 12" dbh, that are not indicated to girdle, shall be felled and tops and branches up to 6" shall be chipped or masticated. Branches greater than 6" shall be cut from the trunk and scattered.</p>			
<p>Material Collection and Stockpiling (provide cost per tree and cost per hour)</p>	<p>Quantity</p>	<p>Unit</p>	<p>Bid (per unit)</p>	<p>Bid Total</p>
<p>Operators/Laborers (Chainsaw), Equipment to move 24" dbh and smaller logs, Fire suppression equipment</p>	<p>850</p>	<p>Trees</p>		
<p>Operators/Laborers (Chainsaw), Equipment to move 24" dbh and smaller logs, Fire suppression equipment</p>		<p>Hours</p>		
<p>Floodplain Log Barriers (provide cost per tree and cost per hour)</p>				
<p>Operators/Laborers (Chainsaw), Equipment to move 24" dbh and smaller logs, Fire suppression equipment</p>	<p>75</p>	<p>Trees</p>		
<p>Operators/Laborers (Chainsaw), Equipment to move 24" dbh and smaller logs, Fire suppression equipment</p>		<p>Hours</p>		
<p>Special Conditions Hand Crew</p>				
<p>Chainsaw, Hand Crew</p>	<p>2</p>	<p>Acres</p>		
<p>Conifer removal and Girdling*</p>				
<p>Mastication</p>	<p>120</p>	<p>Acres</p>		
<p>Hand Crew + Chipper</p>	<p>120</p>	<p>Acres</p>		
<p>GRAND TOTAL Item #3</p>				

Please complete and provide your estimate for number of hour, cost per unit, and bid total into the orange shaded boxes.

*Bids are presented as options not cumulative totals. Please provide bids for all options. NID staff and project partners will select bid units appropriate for contracting during the bid selection process.

PROJECT LOCATION MAP



Map 2-1: English Meadow Restoration & Enhancement Project Vicinity Map



Date: 4/20/2021

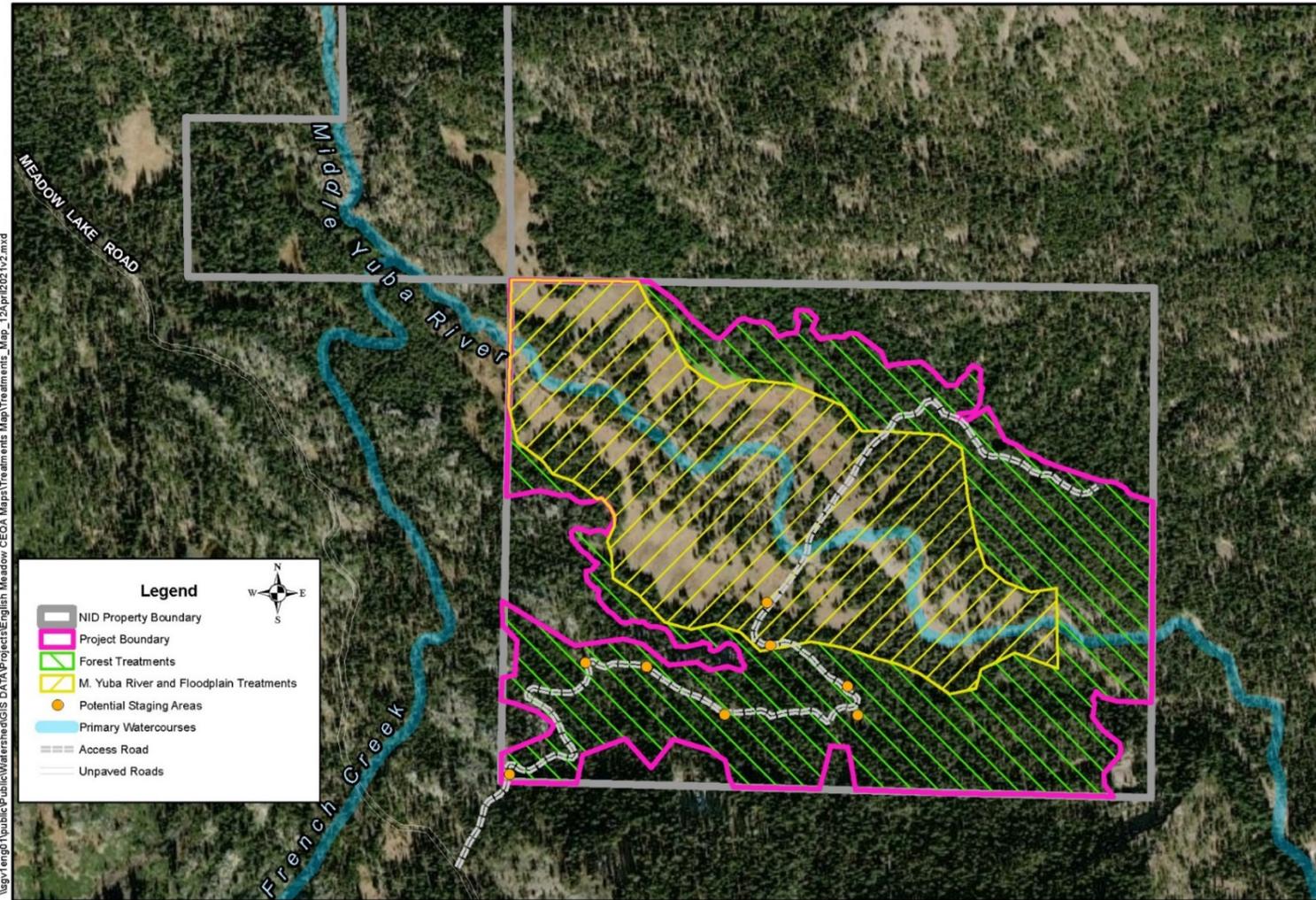
Drawn By: C. TOWNSEND

NEVADA IRRIGATION DISTRICT
 NEVADA COUNTY – PLACER COUNTY
 GRASS VALLEY, CALIFORNIA

Scale: 1:47,520

Sheet 1 of 1

PROJECT TREATMENT AREAS MAP



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NEVADA IRRIGATION DISTRICT
 NEVADA COUNTY -- PLACER COUNTY
 GRASS VALLEY, CALIFORNIA

Map 2-3: English Meadow Restoration & Enhancement Project Treatment Locations Map

Drawn By: C. TOWNSEND Date: 4/20/2021 Scale: 1:21,120 Sheet: 1 of 1

FLOODPLAIN TREATMENTS MAP



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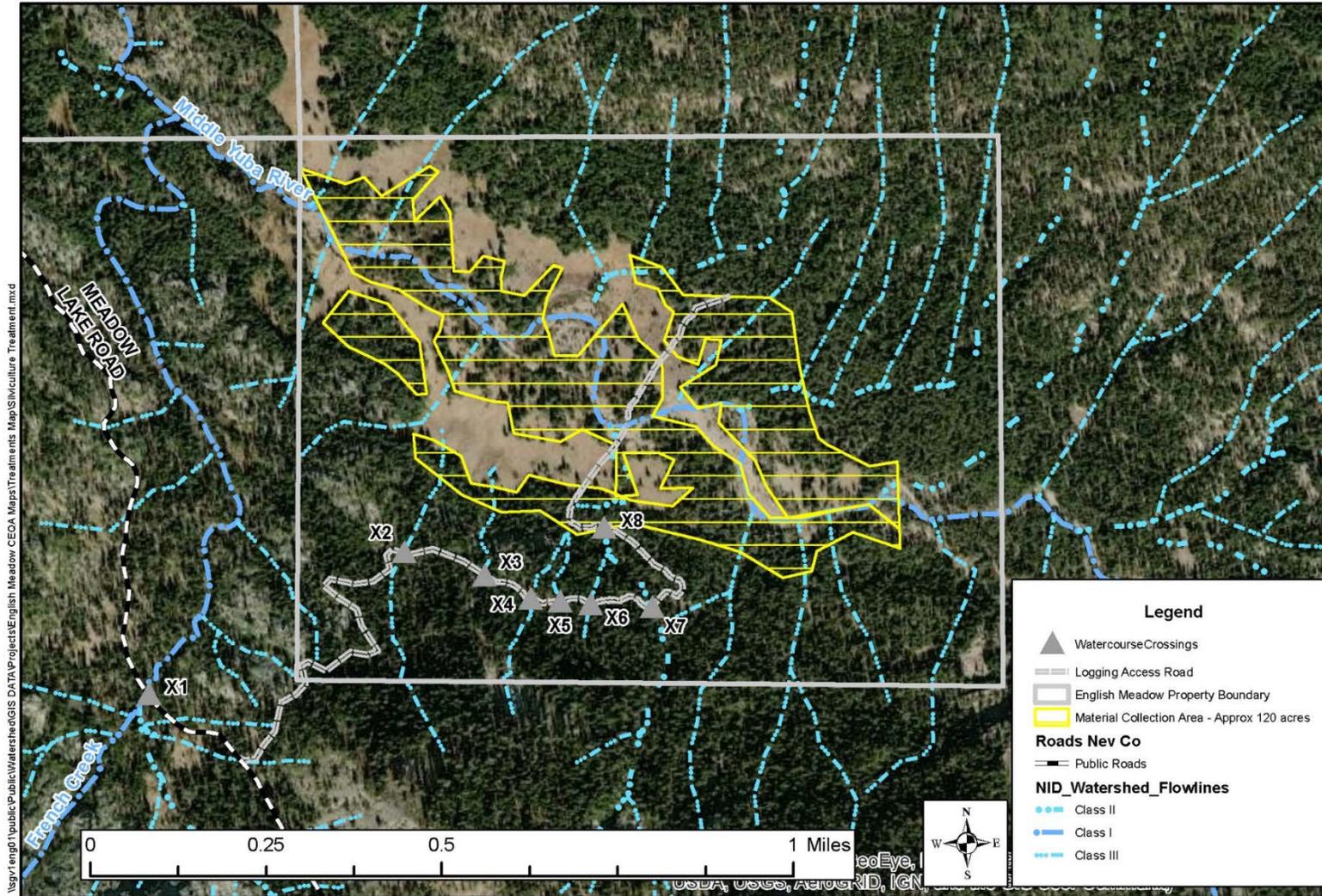


NEVADA IRRIGATION DISTRICT
 NEVADA COUNTY -- PLACER COUNTY
 GRASS VALLEY, CALIFORNIA

Map 2: Impacts Within Waters of the U.S. / Waters of the State
 Drawn By: C. TOWNSEND Date: 8/27/2021 Scale: 1:7000 Sheet: 2 of 2



MATERIAL COLLECTION AREA



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Legend

- ▲ Watercourse Crossings
- Logging Access Road
- English Meadow Property Boundary
- Material Collection Area - Approx 120 acres

Roads Nev Co

- Public Roads

NID Watershed Flowlines

- Class II
- Class I
- Class III



NEVADA IRRIGATION DISTRICT
 NEVADA COUNTY -- PLACER COUNTY
 GRASS VALLEY, CALIFORNIA

English Meadow Material Collection Area

Drawn By: C. TOWNSEND Date: 1/4/2022 Scale: 1: 7,920 Sheet: 1 of 1

REQUEST FOR BIDS

Project Item #4: Access Road Opening and Culvert Installation at English Meadow

English Meadow Restoration and Floodplain Enhancement Project

NID Project Number: 2592

(Funded by the Wildlife Conservation Board, Forest Conservation Grant Program)

Released March 7, 2022

Bids due March 25, 2022 at 2 pm.

BID INSTRUCTIONS

1. General Description and Scope of Work:

This project is located on Nevada Irrigation District property in a remote location, south of Jackson Meadows Reservoir, at an elevation of approximately 6500 ft. in the headwaters of the Middle Yuba River. See attached project location map. To access the site from Truckee, follow CA-89 north for approximately 15 miles to Bear Valley Road. Turn left on Bear Valley, and then head south on Jackson Meadows Road/Hennessy Pass Road for approximately 16 miles. After crossing Jackson Meadows Dam, head south on Graniteville Road for approximately 5 miles to its intersection with Meadow Lake Road. Note that the pavement ends approximately 1 mile north of the intersection. Continue on Meadow Lake Road for approximately 3 miles to a closed Unclassified Forest Service Road that provides direct access to (and across) English Meadow.

This work involves the repair of approximately 6,500 feet of unpaved road for pickup truck and equipment access to the meadow; installing 3 culverts on Nevada County maintained Meadow Lake Road and repairing 7 additional watercourse crossings on NID property along the Unclassified Forest Service road. Minor vegetation and debris removal is necessary to open the access road on NID property.

The work to be performed is the repair of 8 existing watercourse crossings to allow for temporary access to the English Meadow project area during project implementation. A single crossing (X1) is located at the intersection of Meadow Lake Road and French Creek, a Class I perennial stream. The remaining seven crossings (X2-X8) are located on either Class II Intermittent or Class III ephemeral streams that are very likely to be dry at the time of crossing repair. Contractor will need to move fallen trees and logs from road surface to allow for reopening of road.

X1 at Meadow Lake Road will require the installation and later removal of three 18-inch culverts 25 feet in length, then covering the road surface with rock to cover the culverts and provide a running surface for vehicles and equipment. Approximately 30 cubic yards of clean 4+ inch rock will be used to cover approximately 60 feet of the crossing and cover the installed culverts. 35 yards of clean 1.5-inch rock will act as a running surface and will cover

the 60 feet of crossing as well as 20 feet on either approach to reduce impacts to the greater channel structure and prevent sediment from entering the wetted portion of the channel.

Installed culverts (squashed or round) will allow water to pass through the road isolated from vehicle impacts and provide for potential fish passage upstream and downstream of the crossing. Multiple culverts will be used to capture high spring runoff, maintaining the road structure, and allowing the stream to consistently flow naturally throughout all seasons. Installation of the culverts will require that flows at the upstream extent of the crossing be temporarily restricted to allow for equipment access during culvert installation and to reduce downstream sedimentation. There is an existing small berm on the upstream side of the road that has likely been created by extended vehicle use. The flow restriction zone will be heightened with onsite native materials and will only remain in place during installation. A gravity sock and 8+” hose will be placed on the upstream side of the flow restriction zone to divert water around the work area during installation while maintaining constant flow into the downstream portion of the channel. It is expected there will be little to no interruption in natural flows. The diversion hose will reintroduce water to the channel immediately downstream of the work area. The gravity sock will remove sediment from upstream water as it passes through the diversion hose. Flows will be reintroduced to the natural channel immediately following installation of the culverts.

Crossings X2 – X8 will not require culvert installation. These crossings will require minor grading/relocation of onsite material to repair existing crossings. Contractor will need to haul and place 66 cubic yards cleaned 4+ inch rock running surface and 15 cubic yards of cleaned 1.5 inch rock fill on these crossings and approaches.

Gaining access to the locations of crossings X2 – X8 will require the cutting of brush along and in the prism of the Forest Service Road.

All crossings and culverts are temporarily and will be removed and placed to the side as the construction period ends in the fall to avoid being washed out by spring runoff. At crossing 1 where culverts will be installed, Road fabric will be used below imported rock to aid in the removal at season close. Crossings 2 – 8 will have imported rock pulled out to create berms on either bank of the crossing to contain high spring runoff. Prior to operation the following season, crossings will need to be reassembled.

Opening of the Access Road is the first task of the greater project and must be completed for equipment to access the project area in May, or when weather allows vehicle access.

To prevent incidental wildfire ignition from rock strikes or equipment, appropriate fire suppression equipment shall be available at all times. Including, but not limited to: Fire extinguishers (hand or backpack pump sprayers), hand tools (shovels, axes, McLeod), water trailer (pump and hose sufficient to always reach operation area and potential ignition zones during operation).

Please sign and return these Bid Instructions with your proposal.

BIDDER:

(Company)

(Signature)

(Printed Name / Title)

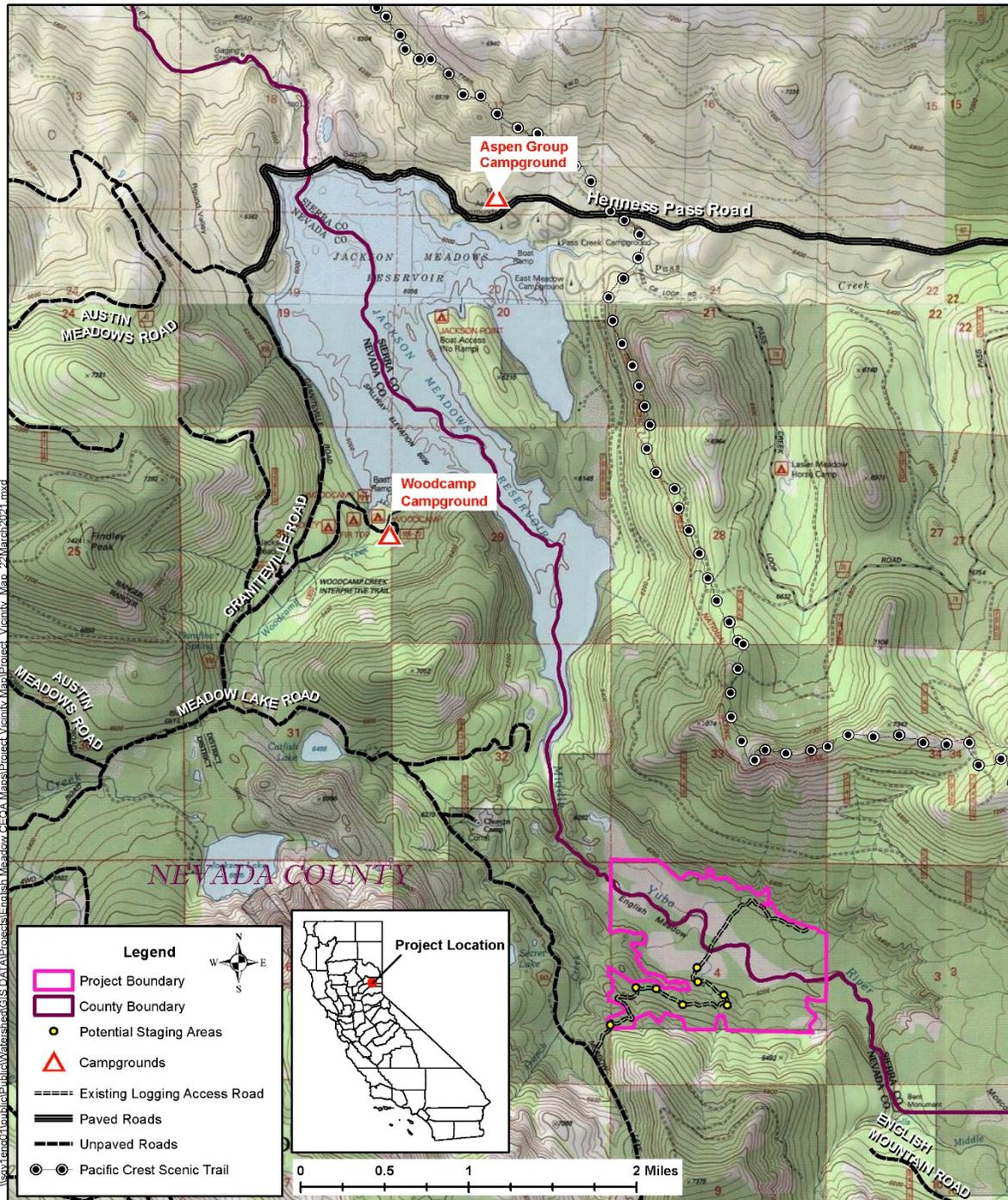
(Date)

Item #4: Access Road Opening and Culvert Installation

BID WORKSHEET

Item 4: Access Road Repair					
Task	Description				
Access Road Repair	Repair of 8 Existing stream crossings. One crossing is located at French Creek on Meadow Lake Road and will require the installation and removal of culverts and temporary diversion of flow around the work area. Crossings 2-8 are simple rock crossings needing minor to moderate repair consisting of replacement of rock running surface, and reinforcement using native boulders. Not Including the crossing on Meadow Lake Road, this work consists of 6500 linear feet of road repair. This bid is for the 2022 year, and includes installation and road opening, and then end of season culvert removal at X1, and rock relocation out of stream channel in crossings X2-X8 for reuse in subsequent years.				
Access Road Repair		Quantity	Unit	Bid (per unit)	Bid Total
Chainsaw, Excavator, Dump Truck, Fire Suppression Equipment		6500	Feet		
				Grand Total Item #4	

PROJECT LOCATION MAP



Map 2-1: English Meadow Restoration & Enhancement Project Vicinity Map



Date: 4/20/2021

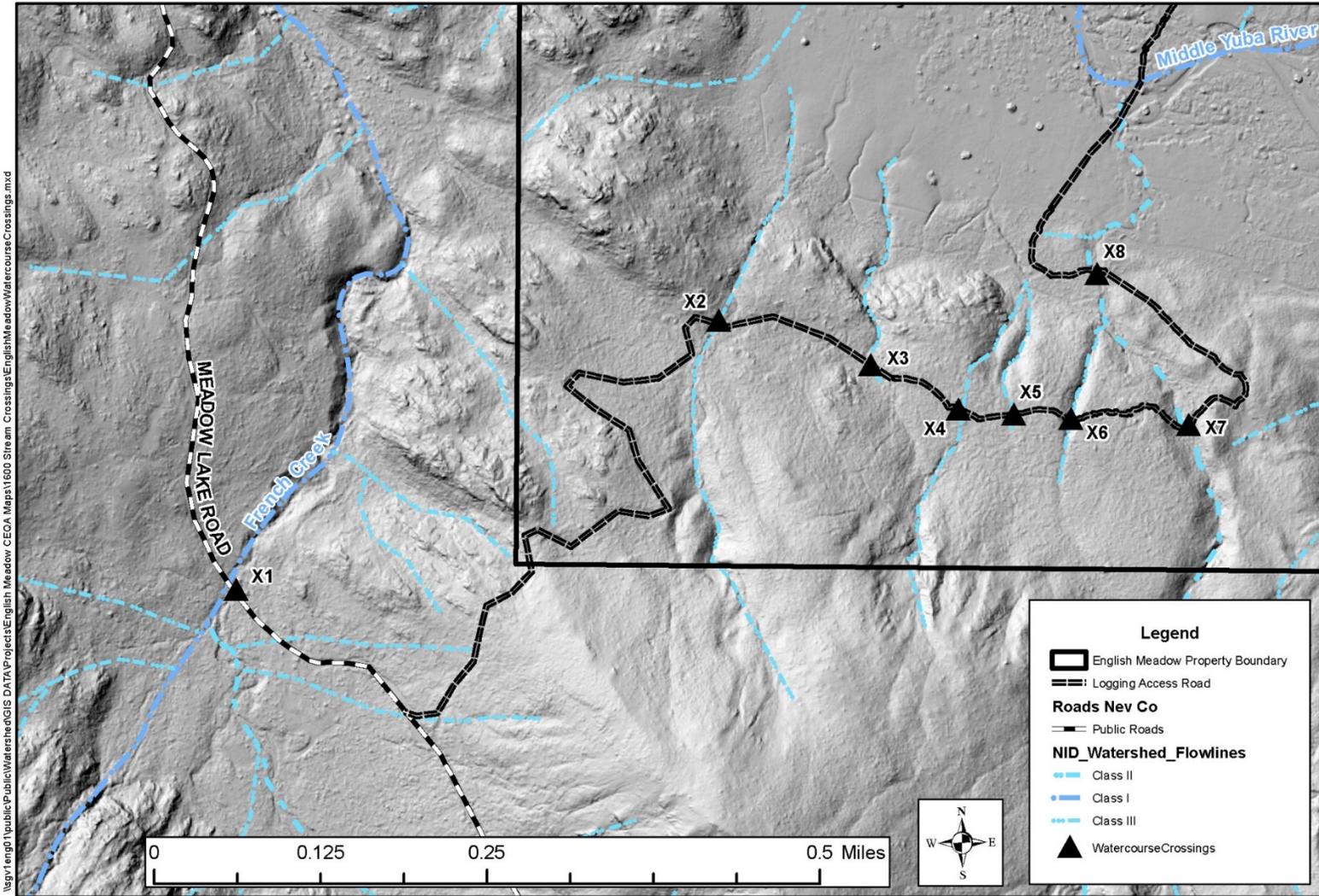
Drawn By: C. TOWNSEND

NEVADA IRRIGATION DISTRICT
 NEVADA COUNTY – PLACER COUNTY
 GRASS VALLEY, CALIFORNIA

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Sheet 1 of 1

WATERCOURSE CROSSING LOCATION MAP



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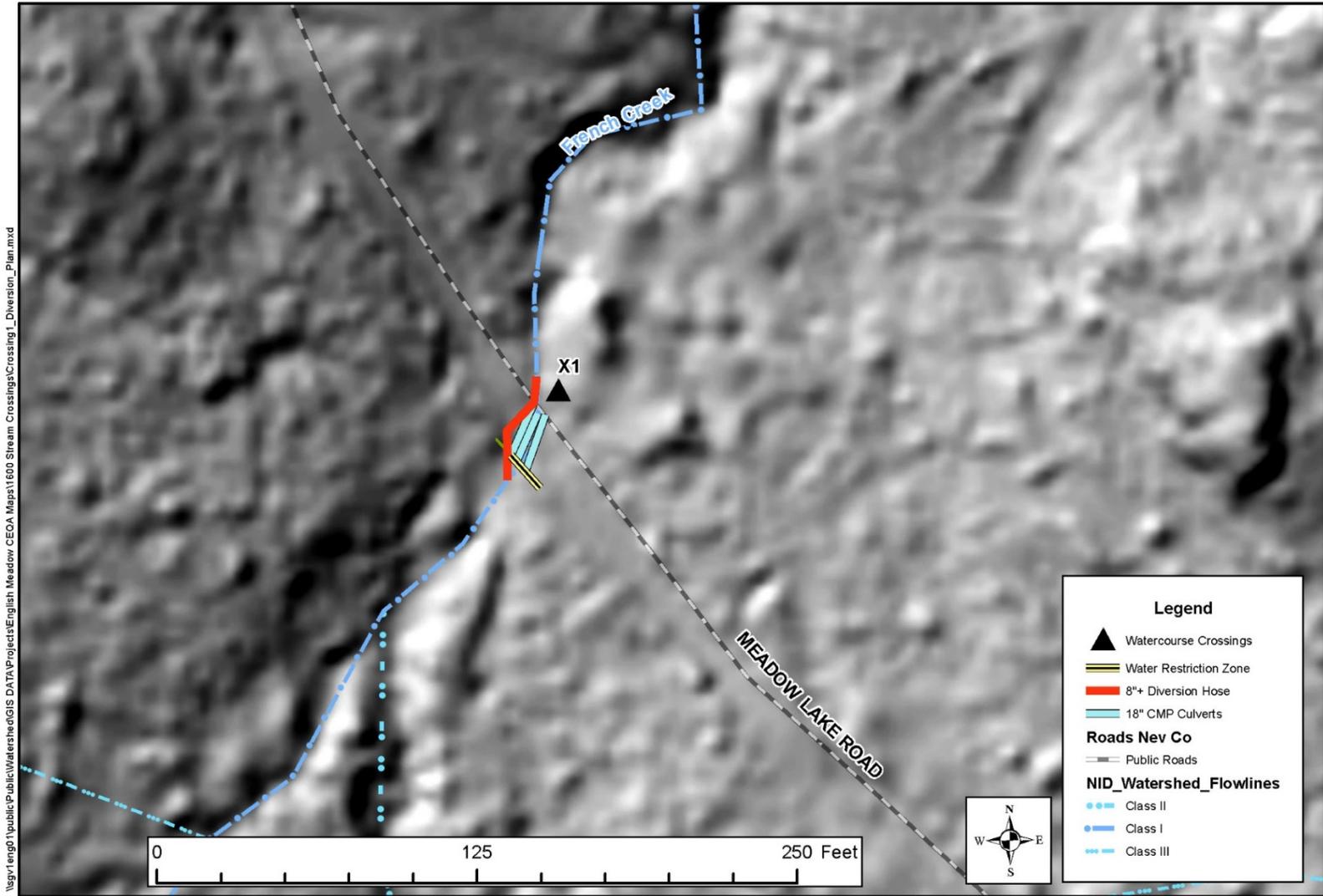


NEVADA IRRIGATION DISTRICT
 NEVADA COUNTY -- PLACER COUNTY
 GRASS VALLEY, CALIFORNIA

English Meadow Watercourse Crossings

Drawn By: C. TOWNSEND Date: 9/15/2021 Scale: 1:7,920 Sheet: 1 of 1

X1 DIVERSION PLAN



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NEVADA IRRIGATION DISTRICT
 NEVADA COUNTY -- PLACER COUNTY
 GRASS VALLEY, CALIFORNIA

Crossing 1 Diversion Plan

Drawn By: C. TOWNSEND Date: 10/7/2021 Scale: 1:780 Sheet: 1 of 1

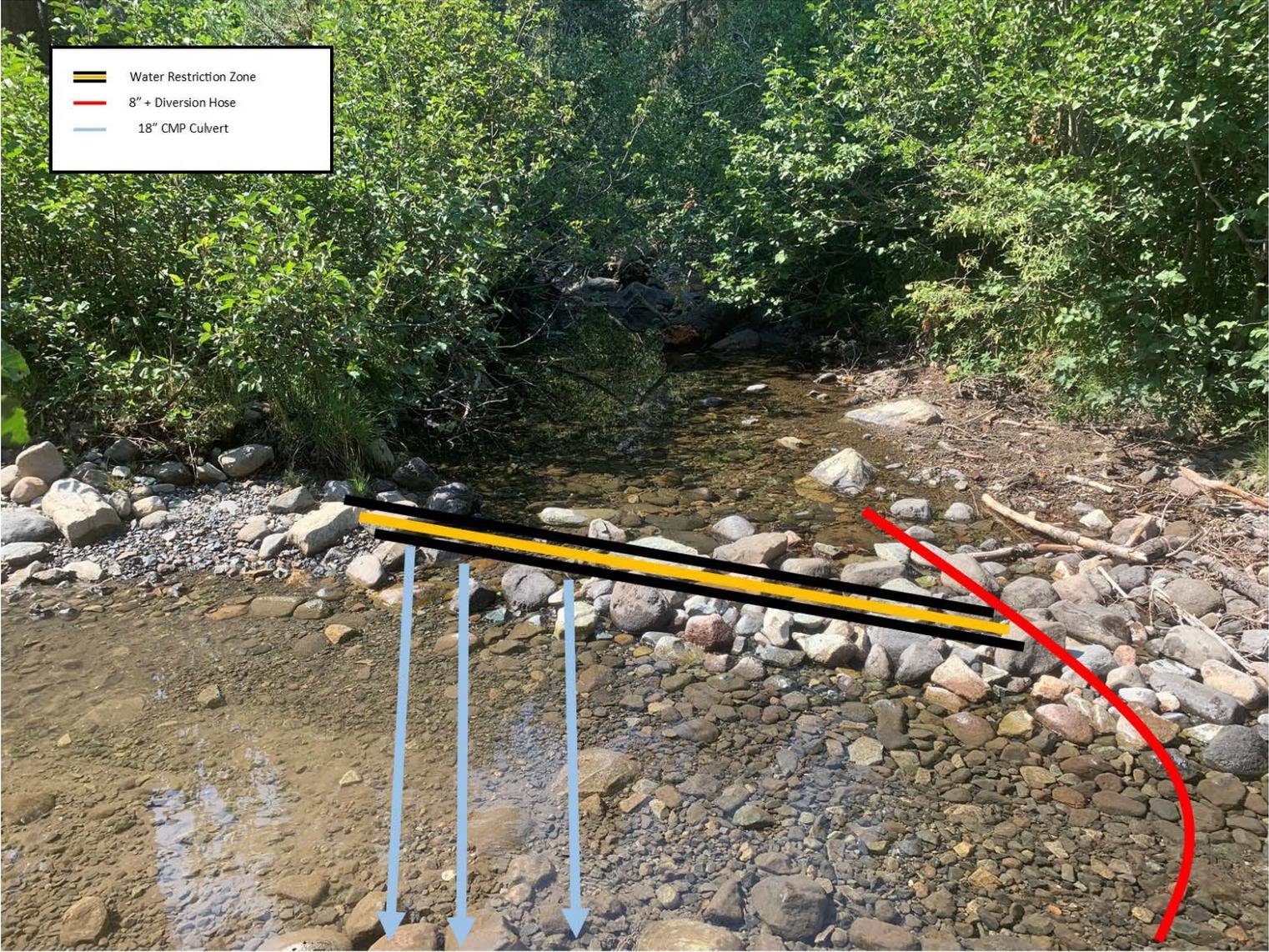
CROSSING 1 (X1) FACING NORTH



CROSSING 1 (X1) FACING SOUTH



CROSSING 1 (X1) FACING UPSTREAM



CROSSING 1 (X1) FACING DOWNSTREAM



CROSSING TABLE

Crossing #	Latitude	Longitude	Stream Class	Approximate footprint (sq ft)	Crossing Method	Temp veg impacts (sp. , dbh range, treatment)	Fill material?	Notes
X1	39.45154	-120.534005	I/Perennial	1,600 sq. feet. 100' long x 16' wide	Culvert	None	Approximately 30 cubic yards 1.5 inch cleaned rock 20 feet on either approach and over 60 feet of the crossing. Approximately 35 cubic yards 4+ inch rock to cover culvert within the channel - approx 65 cubic yards total	Crossing is wet. Stream crosses permanent public road. Two or three 16-20 foot culverts to be installed angled to natural flow. Water upstream will be temporarily blocked with native cobble during installation of first culvert, then immediately reintroduced . minor flow at time of observation
X2	39.45438	-120.527166	III/Ephemeral	700 sq. feet. 35' long x 20' wide	Dry ford	None	Native Boulders. 4 + inch rock on 15 ft. approaches and crossing - approx 8 cubic yards	Crossing is dry. Native boulders to support downstream side of crossing without restricting flow. Rock crossing and 15 foot approaches. Dip center line
X3	39.45386	-120.525039	III/Ephemeral	700 sq. feet. 35' long x 20' wide	Dry ford	None	Native boulders. 4+ inch rock on 15 ft. approaches and crossing - approx 8 cubic yards	Crossing is dry. Seasonal flows have departed the natural channel and run down the access road for approx. 75 ft. Realign flows to original channel with native boulders and cobble. 4 inch rock on 15 foot approaches and on crossing.
X4	39.45337	-120.523822	III/Ephemeral	1000 sq. feet. 50' long x 20' wide	Dry Ford	None	4+ inch rock on 20 ft. approaches and crossing - approx 12 cubic yards	Dip out previously constructed channel to reintroduce flow to main channel. Reinforce approaches and channel with 4+ inch rock.
X5	39.4533	-120.523043	III/Ephemeral	800 sq feet. 40' long x 20' wide	Dry Ford	None	Native Boulders. 4+ inch rock on 15 ft. approaches and channel - Approx 10 cubic yards	Crossing is dry. Native boulders to support downstream side of crossing without restricting flow. Rock crossing and 15 foot approaches. Dip center line
X6	39.45324	-120.522237	III/Ephemeral	600 Sq. feet. 30' long x 20' wide	Dry Ford	None	4+ inch rock on 10 ft approaches and crossing - Approx 8 cubic yards	Crossing is dry. Rock crossing and approaches with 4+ inch rock. Dip centerline
X7	39.45316	-120.520589	II/Intermittent	800 sq. feet. 40' long x 20' wide	Dry Ford	None	Native boulders. Approximately 10 cubic yards of 4+ inch rock base. Approximately 10 cubic yards of 1.5 inch rock to cap crossing and approaches - approx 20 cubic yards total.	Crossing is dry. Fairly deep channel gully with exposed bedrock and very large boulders. Use more native boulders to build up downhill side of existing crossing. Use 4+ inch rock to create a level running surface. Cap with 1.5 inch rock across channel and 10 ft. approaches.
X8	39.45481	-120.521837	II/Intermittent	800 sq. feet. 50' long x 16' wide	Dry Ford	None	Approx 5 cubic yards of 4+ inch rock base. Approx 10 cubic yards of 1.5 inch rock for running surface and approaches - approx. 15 cubic yards	Crossing is dry. Clear out dead debris. Cover channel with 6 inch rock to maintain structure. Cover with 4 inch rock for running surface on channel and 15 ft. approaches. 12 inch rolling dips on both banks to maintain channel width.



NEVADA IRRIGATION DISTRICT

(Est. 1921)

CONSTRUCTION CONTRACT

Project Name (Dept-Acct-Project #)

This AGREEMENT, made and entered into this ____ day of _____, 20____ by and between **NEVADA IRRIGATION DISTRICT**, hereinafter referred to as "DISTRICT", whose address is 1036 W. Main Street, Grass Valley CA 95945-5424, and **CONTRACTOR'S NAME**, hereinafter referred to as "CONTRACTOR", whose address is **CONTRACTOR'S address**, for the **PROJECT NAME (PROJECT #)**.

This CONTRACT shall be effective upon the date of execution. No actual work shall be performed until a written TASK ORDER has been executed. This CONTRACT shall terminate on **INSERT DATE**. All services performed under any TASK ORDER issued under the CONTRACT shall be completed by the termination date. THE CONTRACT can be amended by the District, if done so in writing, for an additional term, not to exceed three additional years.

The terms of the Contract are as follows:

I. PROJECT DESCRIPTION AND SCOPE

Project description 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 **price in words** (\$ **price in numbers**) for the work described. All work performed under this CONTRACT shall not exceed **INSERT TOTAL CONTRACT COST** 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 be released 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 _____ (____) 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 within _____ (____) calendar days.

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. Additional Plans and Specifications may be attached hereto and identified in contract EXHIBITs, including a project map, associated CEQA documents and/or permits, CAL FIRE Exemption(s), etc.
- 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 [REDACTED] days 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 or Loggers Broad Form B Insurance 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. STATE LICENSE BOARD

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD AND/OR UNDER THE FOREST PRACTICES ACT. THIS CONTRACT REQUIRES A GENERAL ENGINEERING OR LICENSED TIMBER OPERATOR 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

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: _____
Name
Title

(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**

Project Name (PROJECT #)

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

SCOPE OF WORK

Insert from CONTRACTOR's proposal.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one 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>Note: 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 not 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>4 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>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 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.

Social security number									

or

Employer identification number									

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.

Sign Here	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.

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