

Gualala River Watershed Council

P.O. BOX 1269  
GUALALA, CA 95445  
(707) 884-9166

WORK AGREEMENT

DATE ORDERED	REQUISITIONER	TERMINATION DATE
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CONTRACTOR

Name: Gualala Redwoods, Inc.

Address: P.O. Box 197, Gualala, CA 95445

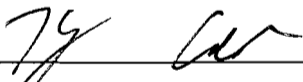
Phone: 707-884-4226 FAX: 707-884-1942

WORK DESCRIPTION AND CONTRACT PRICE

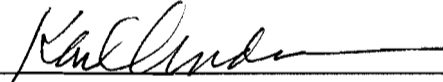
The Contractor agrees to complete the road work described in the attached report titled "Groshong Gulch Prop. 50".

**This order subject to terms and conditions listed on the attached.**

Please sign and return original which will constitute your agreement to perform the work described and to provide the materials required for the work pursuant to all terms and conditions stated in the Order and on the attached hereof:

  
Contractor

Date: 6-24-09 Tax I.D# \_\_\_\_\_

§ Approved by:  
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 § \_\_\_\_\_  
 § \_\_\_\_\_  
 § \_\_\_\_\_  
 § \_\_\_\_\_  
 § \_\_\_\_\_  
 § \_\_\_\_\_  
 § \_\_\_\_\_  
 § DATE: 6/24/09

THIS AGREEMENT, made and entered into on the date first written, by and between Gualala River Watershed Council, hereinafter referred to as "Company" and the contractor whose name appears on the reverse, hereinafter referred to as "Contractor."

TERMS AND CONDITIONS

1. **Payment** – Unless otherwise agreed, Contractor will invoice for work completed and accepted by the Company once a month. Company will then submit invoices for payment under the Prop 50 contract and will pay Contractor within 30 day of receipt of the reimbursement from the state.
2. **Warranty** - Contractor warrants that all workmanship and materials shall be of first class quality, and any work or material that is defective due to workmanship or materials that fail to meet this standard shall be replaced by Contractor at no expense to the Company. Contractor warrants that all material and workmanship shall remain free of defects for a period of one (1) year following completion of the contract. The work shall not be considered completed until accepted by the Company, and such acceptance shall not be a waiver by Company of the above warranties of Contractor.
3. **Commencement and Completion** - The Contractor shall commence work and complete the same at the time indicated on the front hereof.
4. **Changes in the Work** - The Company may order changes in the work and the contract sum shall be adjusted accordingly. All such orders and adjustments shall be in writing prior to execution of the work. If Contractor claims that any change in the scope of the work or conditions of the contract will result in extra cost, the Contractor shall give written notice to the Company of the change prior to performing the extra work.
5. **Subcontracts and Waiver of Liens** - Contractor may subcontract the work only to subcontractors approved in writing by the Company. Subcontractors are to agree to the terms of this Work Order. Subcontractors may be required to provide the Company with a waiver or right to claim a lien in a form prescribed by the Company. Contractor shall be responsible to Company for the acts and omissions of its subcontractors, agents and employees. Contractor will not permit any lien of any kind to be placed upon the property of Company on work performed for Company or any part thereof. Contractor shall furnish Company with proof that all liens and claims have been paid and shall execute a waiver of right to claim in a form prescribed by Company prior to receipt of any payment under Paragraph 1. Company has the right to pay any lienable claim and to deduct the same from any payment due to the Contractor hereunder or otherwise.
6. **Assignment** - This Agreement may not be assigned by the Contractor.
7. **Performance Bond** - The Company may at any time during the performance of the work require the Contractor, at the Contractor's expense, to furnish bonds covering the faithful performance of the Agreement and the payment of all obligations arising thereunder, in form and with sureties satisfactory to the Company.
8. **Insurance** - The Contractor shall maintain during the term of this Agreement or any extension or renewal thereof, insurance in the form and amounts listed. The Company shall be listed as an additionally named insured on the Contractor's policy. In the event said policies are canceled, written notice shall be give to the Company thirty (30) days prior to the effective date of cancellation.

<b>Coverage:</b>	<b>Primary Limit Per</b>
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	<b>Occurrence and in the Aggregate</b>
Comprehensive general liability including; premises operations, products, completed operations, blanket contractual, broad form property damage, independent contractors, personal injury, and if Company determines there is a related hazard, explosion-collapse-underground liabilities.	\$1,000,000 per occurrence \$2,000,000 in aggregate
Comprehensive automobile liability for owned, hired and nonowned vehicles	\$1,000,000 combined single limit
Worker's compensation insurance on all of its employees with a qualified California Insurer: Bodily injury by accident Bodily injury by disease	\$1,000,000 each accident \$1,000,000 each employee

9. **Indemnification** - Contractor shall indemnify and hold harmless the Company and its agents and employees against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
10. **Protection of Work, Property and Persons** - The Contractor shall adequately protect the work, adjacent property and the public at all times and shall be responsible for any damage or injury due to its acts, omissions or neglect.
11. **Separate Contracts and Use of Facilities** - The Company has the right to let other contracts in connection with the work and the Contractor shall properly cooperate with the other contractors and coordinate its work so as not to interfere with the work of the other contractors. The Contractor understands that if the work to be performed hereunder is in connection with an existing facility, the Company may wish to continue its operation of the facility in which the work is to be performed. In such a situation, the Contractor shall so conduct its work as to cause a minimum of interference with the Company's operation of the facility.
12. **Inspection of Work** - The Contractor shall permit and facilitate inspection of work by the Company and its agents and public authorities at all times.
13. **Default by Contractor** - Time and exact performance are of the essence of the Agreement. If the Contractor shall fail to commence to proceed with or to complete the work as required herein, and such failure shall continue without remedy for a period of five (5) working days after written demand by Company of such performance, the Company may, at its option and without further notice, in addition to other remedies afforded the Company by law, terminate this Agreement. The Company may then take over and complete the work to be performed by the Contractor hereunder or contract such work to others. To effect completion, the Company may use, without cost to the

Company, all available equipment, materials and supplies of the Contractor. The Contractor, in addition to any other liability imposed by law, shall be liable to the Company for the amount by which the cost of completion by the Company exceeds the price hereunder.

- 14. Contractor Independence** - The Contractor is and shall be considered for all purposes an independent contractor, and is not and shall not be considered for any purpose an agent or employee of the Company, nor shall Contractor's agents, servants, or employees be or be considered as agents, servants, or employees of the Company. Contractor shall have complete control over the employment of persons in the performance of this Agreement, including subcontractors and employees of the subcontractor.
- 15. Nondiscrimination in Employment** - (a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to the race, color, religion, sex or nation origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this paragraph.
- (b) The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era set forth in 41 CFR 60-250.4, the affirmative action clause for handicapped workers set forth in 41 CFR 60-741.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this agreement. By accepting this agreement, Contractor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.
- (c) Contractor agrees to permit access to its books, records and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (d) In the event of Contractor's noncompliance with this Subsection or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 dated September 24, 1965, as amended, and such other actions may be imposed and remedies invoked as provided in said Executive Order or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- 16. Permits, Regulations and Law**
- (a) The Contractor shall obtain whatever permits, certificates and authorizations necessary for the work to be done by it herein whether they are issued and controlled by the County, the State of California and/or laws and regulations of the United States. The Contractor shall be accountable to the Company as well as the appropriate governmental agency for compliance with all such laws, codes and regulations.

- (b) Contractor's services shall be executed in a safe manner and in accordance with the Fair Labor Standards Act and other appropriate federal, state, and local laws, rules and regulations as well as established trade practices and standards.
17. **Taxes** - The Contractor shall be responsible for and pay when due all sales, excise, employment and incomes taxes resulting from the performance of this Agreement.
  18. **Cleaning of the Premises** - The Contractor shall remove from the premises and site of the work, as often as reasonably directed by the Company, all rubbish, debris and surplus material. Upon completion of the work, the Contractor shall leave the premises clean. Should the Contractor fail to comply with this provision upon written notice from the Company, then the Company may, at its option, cause the same to be removed and charge the expense thereof to the Contractor.
  19. **Investigation by Contractor** - The Contractor has fully informed itself of the quality and quantity of materials and the character of the work required, and has made a careful examination of the location and condition of the work site and the sources of supply for materials. The Company will not be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to fully inform itself, in advance, in regard to all conditions pertaining to the work.
  20. **Excused from Performance** - Both company and Contractor are excused from the performance of this Agreement if Company's operations are interfered with by acts of God, strikes, labor disputes, breakdowns, fire, government restriction or lawful court order, of any kind and adverse weather conditions.
  21. **General Company Compliance Policies** - The Contractor shall comply with all safety, health and environmental rules and regulations promulgated by OSHA, EPA and all other federal, state, and local agencies. Additionally, the Contractor shall comply with all company policies, rules and procedures applicable to the location and type of work being performed. It is the responsibility of the Contractor to assure the safety of their personnel by complying with these policies, rules and procedures. The Contractor shall not use company tools, equipment, vehicles or materials without prior approval.
  22. **Attorney Fees, Venue** - The Contractor agrees to pay costs, expenses and attorneys' and other fees paid or incurred by Company, or adjudged by a court, as a consequence of any legal action taken by the Company to enforce Company's rights under this Agreement including actions for declaratory relief that Company is required to prosecute or defend as well as reasonable attorney's fees paid or incurred as a consequence of efforts by Company to enforce this Agreement or any covenant thereof, whether suit is filed or not.

This contract shall be deemed to be executed and delivered in Mendocino County, California, and governed by and construed in accordance with the laws of California. In the event Company commences litigation to enforce this agreement, the parties agree that venue shall be set at the option of Company in the County of Mendocino, State of California.

# ***GRWC Groshong Contract Resolution***

Gualala River Watershed Council – June 16, 2009  
Combined Steering Committee, GRWC Council and GRW, Inc. Meeting

**Notes:**

- **RECOGNIZING**
  - **The Groshong Creek Sediment Implementation Project:**
  - **In need of a contract coordinator:**
  - **Located on entirely on GRI property:**
  - **And the successful completion of previous projects through GRI contract,**
- **GRWC Resolves:**
  - **to appoint a contractor for Groshong Road upgrading implementation.**
- **The project budget is determined in the Prop 50 application as \$50,000.**

## **GRWC Groshong Contract Resolution:**

GRWC Steering Committee  
June 16, 2009

Topic No. 7 of the  
Agenda

**Motion Made:**

Award Groshong Road Upgrading Implementation contract to Henry Alden (GRI).

**Motion Made By:** Bob Whitney

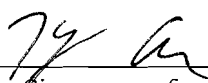
**Motion Seconded By:** Nick Kent

<b>Members Voting:</b>	<b>Vote Recorded:</b>
Karl Anderson	In favor
Nick Kent	In favor
Russ Shively	In favor
Ken Spacek	In favor
Henry Alden	Recuse
Bob Whitney	In favor
Cliff Putnam	In favor
Kathleen Morgan	In favor

Approved for form and substance

  
\_\_\_\_\_  
(Signature of Chair)

Cosignatories:

  
\_\_\_\_\_  
Signature of awarded contractor