



Plumas-Brophy Fire Protection Dist.

P.O. Box 119 4514 Dairy Rd Wheatland, California 95692
Telephone (530) 633-0861 Fax (530) 633-8215 www.wheatlandfireauthority.com

STAFF REPORT

TO: Plumas Brophy Fire Protection Dist. Board of Directors
FROM: Art Paquette, Fire Chief
DATE: May 8, 2025
SUBJECT: Station 2 Gutters Quotes

Recommendation: Approving and Awarding a quote for installation of Gutters at Station 2

Background: Both buildings at Station 2 currently do not have gutters installed. Without gutters controlling the water flow around the buildings, unnecessary water erosion is occurring. With the approval and awarding the installation of new gutters, this will stop the unwanted erosion.

Fiscal Impact: TBD

Attachments: 2 Quotes

Proposal and Contract



Roofing • Gutters

Quality Sheet Metal
Heating & Air, Inc.

SINCE 1992

(916) 918-9108

CSLB #657229

Info@comehometoquality.com

110 Flocchini Circle Ste 300

Lincoln, CA 95648

Proposal No. #2879

Sheet No. 1 of 1

Date 4/21/25

Proposal Submitted To	Work To Be Performed At
Name <u>Art Paquette</u>	Street <u>3282 Spenceville Rd</u>
Street <u>3282 Spenceville Rd</u>	City <u>Wheatland</u> State <u>CA</u>
City/St/Zip <u>Wheatland, CA 95692</u>	Date of Plans _____
Email <u>chief@wheatlandfireauthority.com</u>	Architect _____
Telephone Number <u>(530) 682-9819</u>	

We hereby propose to furnish the materials and perform the labor necessary for the completion of

1. Cut back metal roof to not hit gutter straps on both buildings as needed
2. Furnish and install up to 62' 5" "Musket brown" O.G style seamless gutter
3. Furnish and install up to 40' 3" round downspout in "Musket brown"
4. Furnish and install up to 82' white 5" O.G style gutter
5. Furnish and install up to 50' white 3" round downspouts

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specification submitted for above work and completed in a substantial workmanlike manner for the sum of **Dollars (\$ 3,700)** with payment to be made as follows: **100% due upon completion**

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Liability insurance on above work to be taken out by Quality Sheet Metal. This contractor carries workers' compensation insurance for all employees.

Respectfully submitted John McNamee
Per Quality Sheet Metal Heating & Air, Inc.

Note - This proposal may be withdrawn by us if not accepted within 15 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____ Signature _____

NOTICE TO OWNER
CALIFORNIA ADMINISTRATIVE CODE SECTION 862

Effective January 1, 1993, the "notice of owner" form required by Section 7018.5 of the Business and Professions Code shall be that set forth below

NOTICE TO OWNER

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document called a "Preliminary Notice". Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien against your property in 90 days after substantial completion of your project.

To ensure extra protection for yourself and your property, you may wish to take one or more of the following steps:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay any damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

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

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

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in the portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

READ AND ACKNOWLEDGED

Owner or Tenant Signature

Date

(Detach here, date and sign below if you wish to cancel this transaction)

NOTICE OF CANCELLATION

Date of Transaction _____

You may cancel this transaction without any penalty or obligation within 3 Business Days from the above date.

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

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

If you do not make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for the performance of all obligation under the contract.

To cancel this transaction, mail or deliver a signed copy of this cancellation notice, or any other written notice, or send a telegram

To _____
(Name of Seller)

(Address of seller's place of business)

not later than midnight of _____
(Date)

I hereby cancel this transaction _____
(Date)

(Buyer's Signature)

TERMS & CONDITIONS:

1) SERVICES NOT COVERED: Contractor will not perform any other work or trade than that which is specified herein, including but not limited to carpentry, plaster/wall work, electrical work, tile work, landscaping, masonry, flooring, roofing, paving, etc., even if that work is incidental or necessary to the contracted work, or necessary to restore the premises after the repair is made.

2) CUSTOMER'S RESPONSIBILITIES AND SITE CONDITIONS: Customer is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Customer shall allow and provide Contractor and its equipment access to the property. Customer is responsible to secure, remove and protect all persons and/or property, and its contents, including but not limited to adults, children, animal, cabinets and their contents, fixtures flooring, walls, tiling, carpet, drapes, furniture, and vegetation, during and upon completion of work, and shall hold harmless and indemnify Contractor against all claims arising out of Customer's failure to do so. Contractor is not responsible for same nor for any carpets, drapes, furniture, driveways, lawns, shrubs, etc. The Customer will point out a warrant the property lines to Contractor.

3) DELAYS: Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of issuance of all necessary building permits within a reasonable length of time, act of neglect or omission of Customer or Customer's employees or agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra ordered by Customer, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Customer to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, for acts of independent Contractors, or holidays, or other causes beyond Contractor's reasonable control.

4) FEES, TAXES AND ASSESSMENTS: Taxes, Permits, Fees, and assessments of all descriptions will be paid for by Customer. Required building permits and fees are at the sole expense of Customer. Customer will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like.

5) LABOR AND MATERIAL: Contractor shall pay all valid charges for labor and material incurred by Contractor and used in the construction or repair of the Project. Contractor is excused from this obligation for bills received in any period during which the customer is in arrears in making progress payments to Contractor. No waiver or release of mechanic's lien given by Contractor shall be binding until all payments due to Contractor when the release was executed have been made.

6) PAYMENTS AND RIGHT TO STOP WORK: Past due payments shall bear interest at the rate of 11/2 % per month (18% per annum), until paid in full. Contractor shall have the right to stop work if any payment shall not be made when due to contractor under this Agreement; Contractor may keep the job idle until all payments due are received. In the event that collection efforts are initiated against Customer, Customer agrees to pay for all associated fees at the posted rates. If any check tendered by Customer does not clear, Customer can be held liable for three times the amount of the check, in no case more than \$500, nor less than \$100, plus the face value of the check, as set forth in California Civil Code Section 1719. These remedies are in addition to any other right or remedy that Contractor may have. A failure by customer to make payment, when due, is a material breach of this Agreement.

7) LIMITATIONS: No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.

8) ATTORNEY FEES: In the event that there is any litigation or an arbitration arising out of this Agreement, then the prevailing party shall be entitled to its reasonable attorneys fees and costs.

9) VALIDITY: In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby.

10) ASBESTOS AND HAZARDOUS SUBSTANCES: Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Customer to obtain a duly qualified asbestos and/or hazardous material Contractor to perform the work or Contractor may perform the work itself at Contractor's option. Said work will be treated as an extra under this contract.

11) WEATHER AND OTHER DAMAGE: To the extent that weather may impact the work covered by this agreement, Contractor shall attempt to keep the project reasonably covered during the construction. However, Customer understands that unexpected weather conditions can arise that might cause damage to the project or its contents. Contractor shall not be responsible for any such damage beyond its reasonable control.

12) LIMITED WARRANTY: Contractor warrants that all work performed by Contractor and its subcontractors shall be done in a good and workman like manner in accordance with accepted trade practices. Said warranty shall extend for 90 Days on most repairs, 1 Year on new equipment/fixtures and 30 Days on all drain stoppages unless otherwise stated on page one of this contract. The warranties for assemblies, appliances and the like shall be those warranties provided by the manufacturer or supplier of that item rather than based on Contractor's warranty herein. THIS IS THE ONLY WARRANTY PROVIDED BY CONTRACTOR TO CUSTOMER. Customer shall notify Contractor within twenty-four (24) hours of discovery of any warranty claim.

CONTRACTOR SHALL RESPOND TO WARRANTY CALLS WITH REASONABLE PROMPTNESS, BUT ONLY BETWEEN THE HOURS OF 8:30 AM TO 4:30 P.M MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS, UNLESS OTHERWISE AGREED TO IN WRITING. FAILURE OF CUSTOMER TO NOTIFY CONTRACTOR AS SET FORTH HEREIN SHALL VOID ANY WARRANTIES AFFORDED HEREIN. CONTRACTOR SHALL NOT BE LIABLE FOR WATER OR OTHER DAMAGES RELATING FROM ANY DEFECT OR DELAY IN RESPONDING TO SAID WARRANTY. CONTRACTOR SHALL NOT BE LIABLE FOR ANY LOST PROFITS, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY WORK PERFORMED, OR ANY PROBLEM, WHETHER OR NOT COVERED BY THIS LIMITED WARRANTY. NO WARRANTIES SHALL APPLY IF CONTRACTOR WAS NOT PAID IN FULL FOR ALL OF THE WORK IT PERFORMED. TO OBTAIN WARRANTY PERFORMANCE NOTIFY COMPANY OF ANY DEFECT OR CLAIMS FOR BREACH AT THE ADDRESS AND TELEPHONE NUMBER ON THE FACE HEREOF.

**Gutters Proposal and Home
Improvement Contract**



800-977-5323
530-272-8272
ThatsByers.com
Sales@thatsbyers.com
CSLB # 518784

Date: 12 / 09 / 2024

brian.hixson@thatsbyers.com

A "Notice of Cancellation" can be sent to Byers Enterprises at the following address:
Byers Enterprises, Inc, 11773 Slow Poke Lane, Grass Valley, CA 95945

Byers Gutter Systems, a division of Byers Enterprises Inc. (Hereinafter "Contractor"), proposes to furnish
all materials and perform all labor necessary to complete the following:

Expires On: 12-30-2024

Client Info:

Wheatland Fire Authority
C/o Chief Art

Address:

3282 Spenceville Road
Wheatland CA 95692

Contact Info:

530-682-9819
chief@wheatlandfireauthority.com

Description of the project and significant materials to be used:

Install "seamless" heavy-duty aluminum MaxFlow Gutter System including aluminum 3"x4" downspouts, accessories and other items as specified. See Diagram (attached) for gutter and downspout location. Upon signing this contract, you are accepting and approving the attached diagram. All work to be completed in a substantial & workmanlike manner according to standard practices. Note: All "Seamless" gutters have seams at corners and end caps.

80 Feet of Heavy Duty 3X4 Downspouts will be installed as shown on diagram

140 installing Englert MaxFlow Gutters

Gutter Color: White/Brown

Downspout Color: White/Brown

The law requires that the contractor give you a notice explaining your right to Cancel. Initial the box if the contractor has given you a "notice of the five day right to cancel".

Mail cancellation notice to:

11773 Slow Poke Ln.

Grass Valley, CA 95945

Down payment may not exceed \$1,000.00 or 10% of the contract whichever is less

Subtotal \$7,179.00

Contract Total \$7,179.00

Down Payment -\$717.00

**Total Due Upon
Completion \$6,462.00**

Respectfully Submitted by Byers Enterprises Inc.:

Brian Hixson HIS#122382

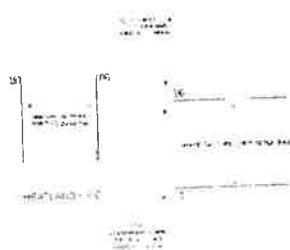
Acceptance:

By signing above, I hereby authorize Byers' Enterprises furnish all materials and labor required to complete the work specified in this Proposal, for which I/we agree to pay the contract price mentioned in this Proposal, and according to the terms thereof. I/we acknowledge that before entering into this contract, I/we have received a copy of the Notice to Owner, which appears on subsequent pages hereof. I/we have read and agree to the provisions contained on the front and on subsequent pages hereof, and all attachments: Diagram page, cancellation rights/notice, mechanics lien warning page, and any addenda. You have the right to require the contractor to provide a payment and performance bond which may be an additional charge to this contract. **You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor before any work is started.**

Wheatland Fire Authority C/o Chief Art

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826

Diagram Wheatland Fire Authority C/o Chief Art



Approximate Start Date: 01-01-2025

Approximate Completion Date: 02-01-2025

Install Date Disclaimer: Approximate install date is subject to change based upon receipt of signed contract and required deposit/down payment.

List of documents to be included in the contract:

The complete contract includes: the contract, terms and conditions, a statement of insurance coverage or exclusion, notice of cancellation rights, cancellation notice, system diagram page, and mechanics lien warning/ CSLB information page.

GENERAL TERMS AND CONDITIONS:

Proposal/pricing is guaranteed for 10 days unless otherwise stated.

This proposal/contract is based on conditions at the time of the estimate and is subject to acceptance within 10 business days (unless otherwise specified) and is void thereafter at the option of the contractor. This proposal becomes an home improvement contract when signed by both parties and down payments/deposits are received by the Contractor. Any alterations or deviation from specifications listed involving extra costs will be executed only upon written change orders, signed by owner and contractor's representative and will become an extra charge over and above the estimate. Structural changes, re-roofing and/or remodeling after this proposal date may render this proposal null and void. Projects delayed by the client more than 90 days from the date of anticipated installation date indicated above are subject to price adjustments.

PAYMENT TERMS:

A non-refundable deposit/down payment of 10% or \$1,000.00 is required to bind the contract. Special order materials may require a larger deposit. Payment in full is due immediately upon substantial completion of the specified work. In the event corrections or modifications are required on newly installed systems, Client agrees to withhold no more than 10% of the contract amount until such work is completed to a practical extent. In the event of delays, client agrees to pay for work completed and outlined in a progress payment statement. A surcharge of 18% per annum will be charged on all past due amounts. Owner agrees to pay all collection costs should legal action be necessary to collect past due amounts. **Third party financing offers must be arranged upon acceptance of contract, prior to installation of the system. Byers Enterprises is neither broker nor a lender. Financing is provided by a third-party lender unaffiliated with Byers, under terms and conditions arranged directly between the customer and such lender, all subject to credit requirements and satisfactory completion of finance documents. Any finance terms advertised are estimates only. Byers does not assist with, council, or negotiate financing, other than providing customers an introduction to lenders interested in financing Byers' clients. A 2.9% processing fee will be added to all credit card transactions.**

UNFORESEEN CONDITIONS:

Our sales staff will make every effort to identify construction problems. Some conditions may not be visible until the existing gutters are removed. Byers Enterprises Inc. assumes no liability to correct any existing conditions on the building resultant from substandard or un-permitted construction, settling, sagging, design problems, non-standard roofing or building details, or structural elements, whether seen or unseen. Issues such as dry rot, or construction details that may need alterations to allow installation of the gutter system are not included unless specifically noted. (See change orders notes below.) Homeowner may elect to make the repairs and will accept liability for; project during repairs; quality of repairs made by others.

Warranties:

Lifetime Manufacturer's Limited finish warranty, on the Exclusive ScratchGuard finish. Non transferrable Lifetime Workmanship Guarantee provided to the original purchaser for as long as you own your home.

GENERAL CONDITIONS:

In geographic areas where freezing occurs, icicles may form on the gutter. Other gutter systems are affected by these conditions as well. Gutters are installed sloped to the downspouts. The slope may be visible and may be accentuated by eaves that are un-level.

NEW ROOFING:

Owner is responsible for having their roofing contractor contact Byers to review roof type and installation technique to insure compatibility with the MaxFlow system.

Dry-Rot Disclosure:

If dry-rot is found, repairs to be completed at \$125.00 per man hour plus materials.
These costs are not included in above pricing.

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe.

Mechanics lien releases; Upon satisfactory payment being made for any portion of the work performed, the contractor, prior to any further payment being made, shall furnish upon request to the person contracting for the home improvement or swimming pool work a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

CUSTOMER RESPONSIBILITIES:

The homeowner is responsible for keeping vegetation a reasonable distance from the home and the Gutter System. Customer should move and clear any obstructing items i.e., flowerpots, wind chimes, outdoor furniture etc., prior to installation to prevent damage and allow for installation of gutters. Customer shall assume responsibility for moving utilities that may conflict with the gutter location such as phone, cable TV, power, satellite TV, solar connections, etc., prior to our scheduled installation date.

HOA, Design Review Committees or Historical District approvals

Obtaining required approvals from any Homeowners Associations, Design Review committees, or Historical Districts for works of improvement contained herein is the sole responsibility of the Owner. The contractor will not submit project materials or attend meetings on the owner's behalf unless specifically noted in the contract. Some building departments require approval documents before issuance of a building permit. Fees to submit for approvals are not included in this proposal. Delays caused by the lack of approvals may cause extra charges to the owner. If the Property Owner fails to obtain the necessary approval of the governing body or if the work is found to be non-compliant with HOA guidelines, CC&Rs, or special district requirements, the Property Owner shall be solely responsible for all fees, fines, penalties, or additional costs incurred, including the cost of bringing the work into compliance.

SCHEDULING OF INSTALLATIONS/SERVICE:

The start of your gutter installation will depend on the current workload at the time the contract is signed and received with your deposit. Delay in completion caused by strikes, weather, accidents, government imposed travel restrictions and/or other causes beyond the contractor's control shall not operate as a forfeiture of the contract, nor shall Byers Enterprises Inc. be liable to the owner for damages occasioned thereby. When it becomes necessary to reschedule a job due to delays in completing prior installations, we will schedule the work when practical, weather conditions notwithstanding. Delays caused by inclement weather shall be at the discretion of the contractor. Unless specifically noted on the contract, installation of your gutter system shall be continuous through completion. PLEASE communicate with our office regarding job site conditions that may cause interruptions or delays (i.e., locked gates, dogs, parking and access, other tradesmen, etc). On job sites where delays due to scheduling of other trades force a return trip, a mobilization fee may be charged. We will respond to requests for service and warranty work as promptly as possible, based on current schedules and job locations. Contractor may in some cases utilize sub-contractors for portions of the project.

UN-PAINTED AREAS:

Once new gutters are installed, there may be unpainted areas that are left exposed. Cleaning or painting of these areas, stucco patches, siding or other trim is not included unless specifically contained in this contract.

PRIVACY/PUBLICITY

Customer/Owner grants Byers Enterprises Inc the right to publicly use, display, share, and advertise the photographic images, Project details, price and any other non-personally identifying information of your Project. Byers Enterprises Inc shall not knowingly release any personally identifiable information about you or any data associating you with the Project location. YOU MAY OPT-OUT OF THESE PUBLICITY RIGHTS BY GIVING US WRITTEN NOTICE.

JOB SITE CONDITIONS:

Byers Enterprises Inc. employees will treat your home and landscaping with the utmost respect and will make every reasonable attempt not to damage flowers or shrubs, however, due to the layout or size of some shrubs, and the positioning of our ladders and equipment, some damage could occur. During the installation, hazardous conditions may exist around the job site. Occupants are advised to use reasonable caution. Cleanup will be thorough and existing gutters and downspouts will be removed from your property immediately.

MATERIALS PRICE INCREASE:

In the event that there are significant increases in the prices that Byers Gutters pays for materials and supplies for the work to be performed between the date the Agreement is signed and the date that materials are purchased for the work to be performed, then Byers Gutters shall be entitled to additional compensation from Customer/Owner as described herein. A significant increase in price is defined herein as an increase as to any specific material of ten percent (10%) or more. In such a case, Customer/Owner shall pay to Byers Enterprises, on request, all sums by which the cost to Byers Gutters for any such materials has increased beyond 10%. This would apply, but not be limited to price increases in lumber, plywood, steel, aluminum, sheet metal, roofing materials, fuel, manufactured products, and equipment. Byers Gutters is entitled to demonstrate this price increase through the use of quotes, supplier list prices, invoices, or receipts when requested. Byers Gutters shall not be responsible for increased prices of materials when caused by delays, shortages, or unavailability of materials due to conditions not caused by Byers Gutters.

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS:

Extra work and change orders become part of the agreement once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Customer may not require contractor to perform extra or change order work without providing written authorization prior to commencement of the work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order also identifies the following in writing prior to the commencement of work covered by the new change order: (i) The scope of the work encompassed by the order, (ii) The amount to be added or subtracted from the contract; (iii) The effect the order will make in the progress payments or completion date. The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. Notwithstanding this provision, the contractor shall have the right to substitute equipment without customer's agreement, so long as that substitution adds no extra cost to the project and does not materially affect the performance.

NOTICE CONCERNING COMMERCIAL GENERAL LIABILITY INSURANCE:

This contractor carries general liability insurance. This contractor carries workers compensation for all employees. Certificates of Insurance provided upon request. For more information or contact Nielsen Insurance to verify coverage amounts at 530-273-0300.

NOTICE CONCERNING WORKERS COMPENSATION INSURANCE:

This contractor carries workers compensation for all employees. Certificates of Insurance provided upon request. For more information or contact Owen-Dunn insurance at 916-993-2700.

Information about the Contractors' State License Board (CSLB):

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:
Visit CSLB's Internet Web site at www.cslb.ca.gov
Call CSLB at 800-321-CSLB (2752)
Write CSLB at P.O. Box 26000, Sacramento, CA 95826."

Notice of Cancellation

Date the agreement was signed: (Date)

Owner Name: Wheatland Fire Authority C/o Chief Art

Project/Site Address: 3282 Spenceville Road Wheatland CA 95692

You, the buyer, have the right to cancel this contract within five business days. You may cancel by e mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the fifth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, any property traded in, any payments made by you under the agreement or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this agreement or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract." To cancel this transaction please mail, email, fax, or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

Byers Enterprises, Inc
11773 Slow Poke Lane
Grass Valley, CA. 95945

Email To: Cyd@thatsbyers.com

Any cancellation must occur no later than midnight of:

I hereby cancel this transaction:

Date of cancellation (Date) _____

Signature of Owner/Buyer Wheatland Fire Authority C/o Chief Art

Notice of Cancellation

Date the agreement was signed: (Date)

Owner Name: Wheatland Fire Authority C/o Chief Art

Project/Site Address: 3282 Spenceville Road Wheatland CA 95692

You, the buyer, have the right to cancel this contract within five business days. You may cancel by e mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the fifth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

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Email To: Cyd@thatsbyers.com

Any cancellation must occur no later than midnight of:

I hereby cancel this transaction:

Date of cancellation (Date) _____

Signature of Owner/Buyer Wheatland Fire Authority C/o Chief Art



Sales@thatsbyers.com
CSLB # 518784

Client Info:

Wheatland Fire Authority
C/o Chief Art

Address:

3282 Spenceville Road
Wheatland CA 95692

Contact Info:

530-682-9819
chief@wheatlandfireauthority.com

☒ **EXEMPT**

☐ **POST 1977 Housing**

House on which work will be performed was constructed after 1977 and the proof of age has been verified through a third party.

☐ **PAINT FREE SURFACE**

Contractor's representative has personally examined the area where work and any demolition is to be performed and determined that no painted surfaces will be disturbed in the process.

☐ **ZERO BEDROOM DWELLING**

The property where work is being performed is a dormitory, studio apartment or similar structure.

☐ **MINOR REPAIR & MAINTENANCE**

- UNDER 6 square feet (for interior renovation) and/or 20 square feet (for exterior renovation) of painted surface area will be disturbed.
- NO demolition of painted surfaces
- NO prohibited work practices will be performed (i.e., no open flame burning or torching of painted surfaces; no high-speed sanding or grinding; no abrasive blasting, sand blasting or other prohibited operations)

☐ **Non EXEMPT**

☐ **Housing does not meet qualifications for being non exempt and must be tested for lead paint.**

- Pre 1978 Housing or unable to verify age of housing
- More than 6 square feet (for interior renovation) and/or 20 square feet (for exterior renovation) of painted surface area will be disturbed.

Description of Renovation Work:

Removal of existing rain gutters where applicable.

Respectfully Submitted by Byers Enterprises Inc.:

Brian Hixson 122382