NORTH SAN JUAN FIRE PROTECTION DISTRICT

13200 Tyler Foote Crossing Rd., Nevada City, California
Phone (530) 292-9159 ♦ Fax (530) 292-1417 ♦ info911@nsjfire.org ♦ www.nsjfire.org

BOARD OF DIRECTORS – REGULAR MEETING
Tuesday, April 27, 2026, 6:00 PM
AGENDA

1. **6:00 PM - CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE**

Action 2. **6:01 PM or as soon thereafter as possible - APPROVAL OF APRIL 27, 2026 REGULAR BOARD MEETING AGENDA**

3. **PUBLIC COMMENT ON MATTERS NOT ON AGENDA** *In accordance with the Brown Act, members of the public may address the Board on any item within its subject matter jurisdiction. At regular meetings, public comment may include items not listed on the agenda; however, no action may be taken on those items. A minimum of 15 minutes will be provided for public comment, with individual speakers limited to 3 minutes, depending on the number of requests. At special meetings, public comment is limited to items listed on the agenda. Each speaker will have one opportunity to speak, in the order requests are received.*

4. **MINUTES**

Action **A.** Minutes of March 24, 2026 Regular Board Meeting 🕮

5. **ANNOUNCEMENTS.** *As per the Brown Act, a Board member may make a brief announcement or report on his or her own activities. Board members may also provide a reference to staff or other resources for factual information, request staff to report back to the Board at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.*

6. **REPORTS**
   - **A.** Board Chair Report – Samantha Hinrichs
     - **i.** Correspondence 🕮
   - **B.** Chief's Report – Chief Mike Stewart
     - **i.** March 2026 Statistics 🕮
     - **ii.** Current Department Activity
   - **C.** Treasurer's Report – Rhea Williamson

Action **i.** Financials- March 2026: Funds Summary, Deposit Detail, Disbursements, Cal Card 🕮

Action **ii.** Preliminary Budget FY 2026-27

   - **D.** Firefighter Association Report – Sambhava Burke
   - **E.** NCFA Report – Bruce Boyd
   - **F.** Auxiliary Report- Pam Morey

7. **OLD BUSINESS**
   - **A.** Hydrant Committee Update – Deputy Chief Tom Browning
   - **B.** Capital Improvement – Bruce Boyd 🕮

Action i. Station 3 Addition Bid Authorization 🕮

   - **C.** Water Storage Committee- Rhea Williamson

8. **NEW BUSINESS**
   - **A.** Presentation on Proposed Cell Tower in North San Juan- Penny St. Claire
   - **B.** FY 2024-25 Audit Report – Zach Pheling

Action **C.** Updated Employment Contract for Finance and Facilities Manager- Fire Chief Mike Stewart 🕮

Action **D.** Structure Fire Turnout Purchase – Fire Chief Mike Stewart 🕮

   - **E.** Newsletter – Samantha Hinrichs

9. **NEXT MEETING: May 26, 2026 at 6:00 PM**

10. **ADJOURNMENT**

Agenda posted 72 hours prior to the meeting at: Fire Stations 1 and 3, Mother Trucker's, Sierra Energy, NSJ Post Office. Current meeting minutes posted on NSJFPD website (www.nsjfire.org). In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District office at 292-9159. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements.

4.A

Minutes
March 24, 2026

NORTH SAN JUAN FIRE PROTECTION DISTRICT

13200 Tyler Foote Crossing Rd., Nevada City, California 95959
P.O. Box 299, North San Juan, CA 95960
Phone (530) 292-9159 Fax (530) 292-1417
www.nsjfire.org
info911@nsjfire.org

BOARD OF DIRECTORS
REGULAR MEETING
Tuesday, March 24, 2026
Draft

PRESENT: Samantha Hinrichs, Chair; Bruce Boyd, Vice-Chair; Rhea Williamson, Treasurer; Tim Tschantz

ABSENT:; Pam Morey

STAFF PRESENT: Chief Mike Stewart; Deputy Chief Tom Browning; Lynn McGarva, Finance and Facilities Manager

1. **CALL TO ORDER:** The meeting was called to order at 6:00 PM by Chair Samantha Hinrichs. Roll was taken. A quorum was established.
   The Pledge of Allegiance was recited.

2. **APPROVAL OF March 24, 2026, REGULAR BOARD MEETING AGENDA**
   Bruce Boyd moved to approve the agenda for March 24, 2026, as written, Rhea Williamson seconded, motion carried 4-0-0-1.

3. **PUBLIC COMMENT:**
   Cole Nichols, a contractor for a fire protection district from the coast, recently moved to the area and wanted to introduce himself and learn about the NSJFPD.

4. **MINUTES:**
   A. **Draft Minutes of February 24, 2026**
      Rhea Williamson moved to adopt the February 24th Draft Minutes as presented, Samantha Hinrichs seconded, motion carried 4-0-0-1.

5. **ANNOUNCEMENTS:**
   Tim Tschantz announced that he will not be seeking re-election when his term is up at the end of 2026.

   Rhea Williamson announced that the San Juan Ridge Taxpayers Association will be having a meeting on *May 4th at 5:30, on Ridge Fire Wise Communities. Bruce Boyd and Chief Mike Stewart will be speaking at the meeting. Additionally, Rhea is researching various grant opportunities to fund additional water storage in the District, this will be discussed further in item 7.C. Lastly, Rhea inquired if the upcoming Ethics Training will meet SB 827.

   *Date was provided via email after the meeting.

6. **REPORTS**

A. **Board Chair Report – Samantha Hinrichs**

Samantha Hinrichs wanted to commend the firefighters for their great work on a recent domestic violence call in her neighborhood.

i. **Correspondence-** None

ii. **Appointment of Public Member on Finance Committee**

Samantha Hinrichs introduced Jennifer Rain as the potential new public member on the Finance Committee. The next Finance Committee meeting will be April 16th at 10:00 at Firehouse 3.

Bruce Boyd moved to appoint Jennifer Rain as the Public Member to the Finance Committee, Rhea Williamson seconded, motion carried 4-0-0-1.

B. **Chief's Report – Fire Chief Mike Stewart**

i. **February 2026 Statistics:**

Chief Mike Stewart provided a summary of the February 2026 Statistics.

ii. **Current Department Activity:**

- NSJ Firefighters helped burn piles at the North Columbia Schoolhouse Cultural Center.
- Chief Stewart will be getting a new shoulder on May 6th. Does not anticipate much disruption to his position.

Samantha Hinrichs asked if there is any water safety training scheduled for Grizzly Hill School. Tom Browning responded that he would love to help coordinate that training but had not been contacted by the school yet.

Rhea Williamson asked about how public education is going. Tom Browning responded that Angela Flores oversees public education and her priorities have been the annual Open House. Currently, Tom is not aware of any planned events. Rhea asked to ensure all public education is thoroughly communicated to the Board and the community at large to ensure a good turnout. Tom Browning shared that he would reach out to the Public Education team (Sasha St. John from the Auxiliary, Sambhava Burke from the Firefighters Association, and Angela Flores) to see if there are any updates.

iii. **Paid Bereavement Pay**

Chief Mike Stewart shared that the Personnel Committee met and is suggesting the Board consider adjusting the District Managers contracts to include two weeks of paid bereavement pay in the event of the death of an immediate family member.

Bruce Boyd moved to approve two weeks of bereavement pay for the two District Managers as well as the Fire Chief, Rhea Williamson seconded, motion carries 4-0-0-1.

C. **Treasurer's Report – Presented by Rhea Williamson**

i. **Financials- February 2026: Funds Summary, Disbursement Detail, Deposit Detail, Cal Card**
Rhea Williamson presented February 2026, financial reports.

Rhea Williamson moved to approve the financial reports for February 2026, Pam Morey seconded, motion carried 4-0-0-1.

D. **Firefighters Association Report – Sambhava Burke**
Sambhava Burke was unable to attend but he relayed that he has nothing to add.

E. **NCFA Report – Bruce Boyd**
Nothing to report.

F. **Auxiliary Report – Sasha St. John**
The Auxiliary is currently busy working on the Scotch Broom Breakfast.

7. **OLD BUSINESS**

A. **Hydrant Committee Update – Deputy Chief Tom Browning**
Deputy Chief Browning shared that the funding process is going in the right direction with the goal of 2027 for breaking ground.

B. **Capital Improvement- Bruce Boyd**
Drawings for the addition have been approved by the County. The District will need to pay for the building fees. The next step is sending out the Request For Bid, of which Bruce is currently finalizing. Tom Browning asked to have the entire station painted when the addition is completed.

Bruce Boyd is also working on drawings to replace Firehouse 1.

Additionally, Bruce shared that plans have been prepared to have the parking lot paved. The plans include 17 parking spots, with the possibility of 4 or 5 more.

i. **Apparatus Committee Development**
Mike Stewart shared that the next goal with the District's Apparatus Replacement Plan is to have Rescue 6134 replaced. Mike would like the Board to approve establishing a committee to develop the specs for Rescue 6134's replacement. Bruce Boyd noted that the Chair can authorize establishing a committee. Samantha Hinrichs authorized Chief Stewart to establish an Apparatus Committee to develop the specs for replacing Rescue 6134.

C. **Water Storage Committee- Rhea Williamson**
Rhea Williamson shared that the Committee (Rhea Williamson, Bruce Boyd, and Chief Mike Stewart) met on March 9th. The Committee reviewed site selection criteria that were prepared while selecting previous sites. The Committee is considering a site, based on need, at Sumi Road and Jackass Flats. This site will need agreement and commitment from the affected Fire Wise Community and property owners. Another potential location would be at Sages Road and Prophets Way. The Committee determined that the District has the funds to install a new storage system this year but will continue to search for grant opportunities.

8. **NEW BUSINESS**

A. **SB 827- Deputy Chief Tom Browning**

Deputy Chief Tom Browning asked the Board to create a subcommittee to further examine SB 827. Sam Hinrichs, Chief Stewart, Heidi Ryan and Rhea Williamson (maybe) will meet to discuss further and make recommendations to the Board regarding updating our Conflict-of-Interest Policy accordingly.

B. **Salary Increase- Lynn McGarva, Finance and Facilities Manager – Tim Tschantz**

Bruce Boyd shared that the Personnel Committee met to discuss a potential salary increase for Lynn McGarva. Lynn is currently outside of our Merit Step Schedule, so the Personnel Committee recommends the Board approve a 3% cost of living increase as well as a 2% raise, for a total increase of 5%. Deputy Chief Browning also suggested including 2 weeks paid vacation for Lynn.

Bruce Boyd moved to approve a 5% raise and two weeks paid vacation for Lynn McGarva, Finance and Facilities Manager, Tim Tschantz seconded, motion carries 4-0-0-1.

C. **Second Reading- Section 2302.1 Authorized Signatories and Section 2102.4 Drug-Free Workplace- Fire Chief Mike Stewart**

No Changes requested.

Bruce Boyd moved to adopt the policies as presented, Rhea Williamson seconded, motion carried by the following roll call vote:

Rhea Williamson	Aye
Tim Tschantz	Aye
Bruce Boyd	Aye
Samantha Hinrichs	Aye
Pam Morey	Absent

Ayes: 4 Noes: 0 Abstain: 0 Absent: 1

D. **2026 Board Goals – Samantha Hinrichs**

Samantha Hinrichs- Complete a newsletter and ensure the newsletter is prepared consistently, public education.
Bruce Boyd- Complete a preliminary design for station 1.
Rhea Williamson- Continue to promote and enhance water storage throughout the District.
Tim Tschantz- Attend all meetings until term is up.
Pam Morey- Absent.

9. **NEXT MEETING:** Monday April 27, 2026, at 6:00 PM
10. **10. ADJOURNMENT:** Meeting adjourned at 7:23 PM

Heidi Ryan

Heidi Ryan, Board Secretary

6.A.i

Correspondence

6955 Carlisle Ct., Apt. D311
Naples, Florida 34109

March 24, 2026

Board of Directors
North San Juan Fire Protection District
P.O. Box 299
North San Juan, California 95960

Dear Sam, Bruce, Rhea, Pam and Tim,

When Heidi phoned for my new address, I assumed that she had found something of Ed's. I was quite surprised and delighted to receive a resolution in my honor.

When we moved to North San Juan, it was my great fortune to become involved with NSJ Fire. Not only did I meet wonderful people (and a few stinkers) and learn a great deal, but I was also given the opportunity to give back to my community and to make a difference. This resolution is especially meaningful to me as it comes from an organization that is very dear to my heart. Thank you.

Sincerely,

Sharon

Sharon Beckenbach

6.B.i

Statistics

March, 2026

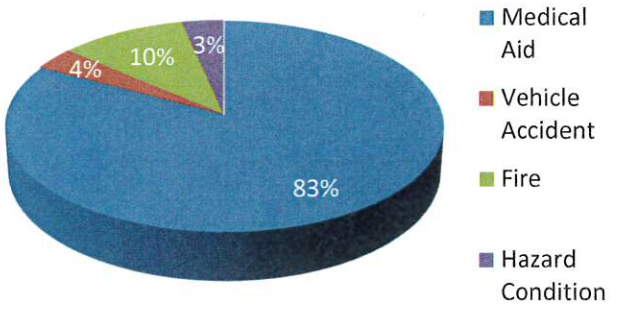
NSJFPD INCIDENT RESPONSE DETAIL - March 2026

Date	Type	Location	Response Time	Commitment Time	NSJ Responders	Total Responders	Notes	Out of District
3/1	Medical Aid	Birchville (06401)	0	38	4	7	SNMH Transport	
3/2	Medical Aid	Dolomite (06446)	18	55	2	5	SNMH Transport	
3/3	Medical Aid	Marysville (06568)	21	43	3	6	Bi-County Transport	1
3/5	Medical Aid	Sumi Rd. (06790)	5	98	7	11	Patient Contact	
3/6	Fire Menace Stnb.	N. Bloomfield (06905)		65	6	9	Other	
3/6	Medical Aid	Ranikhet (06910)	18	53	4	6	SNMH Transport	
3/8	Medical Aid	Robinson (07066)	6	47	4	7	SNMH Transport	
3/11	Medical Aid	Oak Valley (07387) U6130		30	4	10	Canceled	1
3/11	Medical Aid	Sweetland (07388)	9	36	6	8	SNMH Transport	
3/12	Medical Aid	Old Mill (07467)	16	57	3	5	Patient Contact	
3/12	Medical Aid	Robinson Rd. (07468)		2	1		Diverted to LZ Coordinator	
3/12	Wildland Fire	Bystander (07470)	40	328	4		Extinguished	
3/13	Medical Aid	Cherokee St. (07574)	8	38	4	5	SNMH Transport	
3/13	Medical Aid	Tyler Foote (07697)		5	2	4	Canceled	
3/14	Medical Aid	Cruzon Grade (07639)	9	57	4	6	SNMH Transport	
3/18	Medical Aid	Sweetland (08101)	10	36	3	6	Patient Contact	
3/19	Medical Aid	Shady Creek (08219)	8	40	2	4	SNMH Transport	
3/20	Hazard Condition	Pendola Exit (08299)	58	75	2		Canceled	1
3/22	Medical Aid	Blue Sage (08505)	9	40	5	8	SNMH Transport	
3/26	Medical Aid	Cherokee St. (08885)	8	29	3	8	Non-Injury	
3/27	Medical Aid	Sweetland (08993)	11	35	4	9	SNMH Transport	
3/28	Medical Aid	Grizzly Creek (09062)		42	3	8	Canceled	
3/28	Medical Aid	Oak Tree (09067)	6	9	4		Patient Contact	
3/29	Medical Aid	Salmon Mine (09212)	14	28	5	10	Patient Contact	
3/29	Medical Aid	Tyler Foote (09222)	4	17	2	5	Patient Contact	
3/20	Wildland Fire	N. Bloomfield (09286)	25	436	5		Extinguished	
3/30	Medical Aid	Buttermilk (09295)	14	82	1	10	Medic 44 Transport	
3/31	Vehicle Accident	Hwy 49 (09421)	12	82	4	17	Bi-County, SNMH Transport	1
3/31	Medical Aid	Helm (09432)	18	59	2	5	SNMH Transport	
						0		

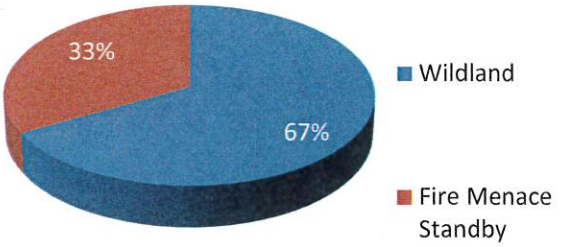
Total Calls:	29
Total Man Hours:	131
Average FF/Call:	3.55

North San Juan Fire Department
Call Details
March 2026

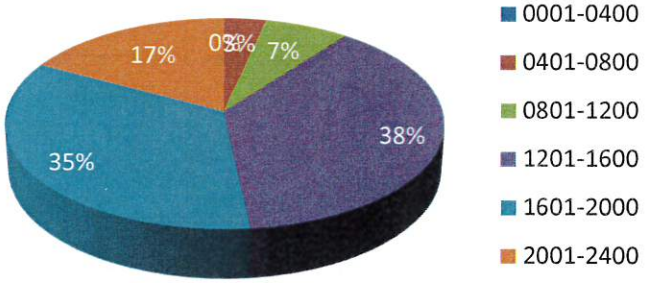
Call Type



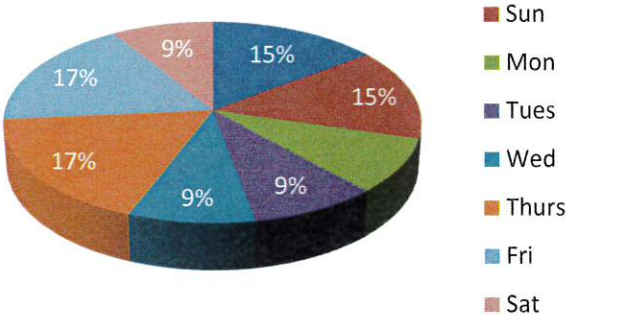
Fire Type



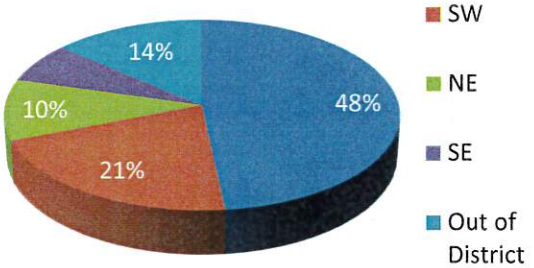
Time of Day

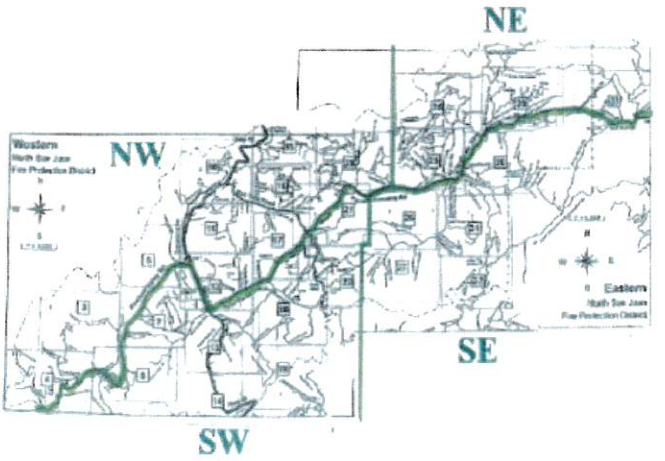


Day of Week



District Area





NORTH SAN JUAN VOLUNTEER FIRE DEPARTMENT

2026 SUMMARY/YEAR TO DATE ACTIVITIES													
Emergency Response	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Medical Aid	28	21	24										**73**
Vehicle Accident	1	1	1										**3**
Fire - Structure	4	3											**7**
Fire - Wildland			2										**2**
Fire - Structure/Wildland													**0**
Fire - Vehicle	2												**2**
Fire - Vehicle/Wildland													**0**
Fire - Smoke Check													**0**
Fire - Debris Check	1												**1**
Fire - Other													**0**
Fire - False Alarm													**0**
Fire - Menace Standby	1		1										**2**
Hazard	2	2	1										**5**
Public Assist	1												**1**
Other													**0**
Totals:	**40**	**27**	**29**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**96**

Previous Years Summary				
2026	**2025**	**2024**	**2023**	**2022**
73	265	304	267	224
3	21	41	43	45
7	21	17	17	14
2	26	33	20	18
0	2	0	0	5
2	7	8	3	7
0	0	0	0	1
0	11	15	2	17
1	20	15	15	0
0	1	0	0	0
0	3	0	0	1
2	0	0	2	4
5	14	7	12	5
1	13	22	13	16
0	6	3	0	4
96	410	**465**	**394**	**361**

2026 Monthly Totals:	**40**	**27**	**29**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**96**
2025 Monthly Totals	29	36	26	32	55	56	30	32	27	37	22	28	**410**
2024 Monthly Totals	26	32	32	32	34	63	70	46	42	31	36	18	**462**
2023 Monthly Totals:	21	25	43	37	42	35	38	29	34	35	24	31	**394**
2022 Monthly Totals:	23	25	29	23	37	25	35	40	32	27	31	34	**361**

Other Activities	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Department Training	4	3	4										**11**
Special Training													**0**
External Training													**0**
Work Party													**0**
Public Education													**0**
Public Service	2												**2**
Totals:	**6**	**3**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**13**

Out of District Responses	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2026 Monthly Totals:	4	0	4										8
2025 Monthly Totals:	2	0	1	2	1	5	4	3	3	5	4		30
2024 Monthly Totals:	0	1	3	3	2	12	15	3	4	0	0	1	44
2023 Monthly Totals:	2	3	5	3	4	4	7	3	8	7	1		45
2022 Monthly Totals:	1	3	5	3	5	1	3	3	3	3	0	2	31

6.C.i

Financials

March, 2026

NSJ Fire Protection District

Funds Summary

Period Ending 03/31/2026

	March 31, 2026
Current Assets	
Tri-Counties Bank (Petty Cash)	**$ 542.83**
6720 General Fund	**$ 1,647,932.95**
GF Capital Equipment Fund	**$ 345,658.72**
GF Improvement Fund	**$ 282,372.00**
GF Reserves	**$ 200,000.00**
6717 Measure Q	**$ -**
Measure Q Capital Improvement	**$ 48,000.00**
Measure Q Capital Equipment	**$ 20,000.00**
Measure Q Reserve	**$ 236,850.23**
6777 Mitigation	**$ 28,432.17**
Total Current Assets	**$ 2,809,788.90**

Account	Begin Balance	Deposits	Transfer IN	Expenses	Transfer OUT	Balance
Tri-Counties (Petty Cash)	$ 542.83					$ 542.83
Total Petty Cash						
General Fund	$ 1,698,176.23	$ 24,393.45		$ (74,636.73)		$ 1,647,932.95
GF Equipment Fund	$ 345,658.72					$ 345,658.72
GF Improvement Fund	$ 282,372.00					$ 282,372.00
GF Reserve	$ 200,000.00					$ 200,000.00
Total 6720 General Fund						**$ 2,475,963.67**
*** Measure Q Fund**						**$ -**
Measure Q Fund Reserve	$ 233,878.85	$ 2,971.38				$ 236,850.23
Measure Q Capital Improvement	$ 48,000.00					$ 48,000.00
Measure Q Capital Equipment	$ 20,000.00					$ 20,000.00
Total 6717 Measure Q Fund						**$ 304,850.23**
Mitigation Fund	$ 28,160.87	$ 271.30				$ 28,432.17
Total Mitigation Fund						**$ 28,432.17**

Assests as of 3/31/2026 $ 2,809,246.07

NSJ Fire Protection District
Deposit Detail
March 2026

	Date	Memo	Account	Amount
	03/12/2026	**Deposit**	**10720 · GF General Fund**	**3.01**
TOTAL		40000 · Revenue:40030 · Current Unsecured Tax	40030 · Current Unsecured Tax	-3.01 -3.01
	03/12/2026	**Deposit**	**10720 · GF General Fund**	**2.36**
TOTAL		40000 · Revenue:40040 · Prior Unsecured Tax	40040 · Prior Unsecured Tax	-2.36 -2.36
	03/12/2026	**Deposit**	**10720 · GF General Fund**	**0.41**
TOTAL		40000 · Revenue:40040 · Prior Unsecured Tax	40040 · Prior Unsecured Tax	-0.41 -0.41
	03/12/2026	**Deposit**	**10720 · GF General Fund**	**250.59**
TOTAL		40000 · Revenue:40170 · Supplemental Secured Tax	40170 · Supplemental Secured Tax	-250.59 -250.59
	03/12/2026	**Deposit**	**10720 · GF General Fund**	**4.38**
TOTAL		40000 · Revenue:40180 · Supplemental Unsecured Tax	40180 · Supplemental Unsecured Tax	-4.38 -4.38
	03/12/2026	**Deposit**	**10720 · GF General Fund**	**0.04**
TOTAL		40000 · Revenue:40040 · Prior Unsecured Tax	40040 · Prior Unsecured Tax	-0.04 -0.04
	03/24/2026	**Deposit**	**10720 · GF General Fund**	**11.89**
TOTAL		40000 · Revenue:40030 · Current Unsecured Tax	40030 · Current Unsecured Tax	-11.89 -11.89
	03/24/2026	**Deposit**	**10720 · GF General Fund**	**0.22**
TOTAL		40000 · Revenue:40040 · Prior Unsecured Tax	40040 · Prior Unsecured Tax	-0.22 -0.22
	03/24/2026	**Deposit**	**10720 · GF General Fund**	**1.11**
TOTAL		40000 · Revenue:40040 · Prior Unsecured Tax	40040 · Prior Unsecured Tax	-1.11 -1.11
	03/24/2026	**Deposit**	**10720 · GF General Fund**	**0.29**
TOTAL		40000 · Revenue:40280 · Supplemental Prior Unsecured	40280 · Supplemental Prior Unsecured	-0.29 -0.29
	03/24/2026	**Deposit**	**10720 · GF General Fund**	**285.68**
TOTAL		40000 · Revenue:40170 · Supplemental Secured Tax	40170 · Supplemental Secured Tax	-285.68 -285.68
	03/24/2026	**Deposit**	**10720 · GF General Fund**	**4.06**
TOTAL		40000 · Revenue:40180 · Supplemental Unsecured Tax	40180 · Supplemental Unsecured Tax	-4.06 -4.06
	03/24/2026	**Deposit**	**10720 · GF General Fund**	**0.25**
TOTAL		40000 · Revenue:40180 · Supplemental Unsecured Tax	40180 · Supplemental Unsecured Tax	-0.25 -0.25
	03/24/2026	**Deposit**	**10777 · 6777 -Mitigation (AB1600) Fund**	**271.30**

NSJ Fire Protection District
Deposit Detail
March 2026

	Date	Memo	Account	Amount
		40000 · Revenue:40180 · Supplemental Unsecured Tax	47000.2 · Mitigation Interest	-271.30
TOTAL				-271.30
	03/31/2026	**Deposit**	**10717 · Measure Q Fund**	**2,971.38**
		40000 · Revenue:40310 · Special Assessments	40310 · Special Assessments	-2,971.38
TOTAL				-2,971.38
	03/31/2026	**Deposit**	**10720 · GF General Fund**	**23,829.16**
		43000 · Inter-Governmental:43010 · Interest-General Fund	43010 · Interest-General Fund	-23,829.16
TOTAL				-23,829.16

NSJ Fire Protection District

Transaction Detail by Account

March 2026

	Date	Name	Memo	Amount
10720 · GF General Fund				
1	03/02/2026	US Bank	See Cal Card	-3,283.83
2	03/02/2026	FF Vargas, Jordan (reimb)	EMT Reimbursement	-498.95
3	03/02/2026	Lynn McGarva	Reimb Sewing of Patches by Nevada City Sewing	-20.00
4	03/02/2026	OCCU-MED	FF Physicals	-75.00
5	03/02/2026	Boyett Petroleum	Fuel	-826.39
6	03/02/2026	Life Assist, Inc.	Fingertip Oximeter	-46.43
7	03/02/2026	Colantuono, Highsmith & Whatley, P	General Counsel	-500.00
8	03/02/2026	AT&T CALNET 3	Telephone Service	-115.52
9	03/02/2026	Palmer Enterprises	6162 Annual Inspection	-2,821.07
10	03/02/2026	Palmer Enterprises	6182 Water Pump Leak & Light Lens Repairs	-527.74
11	03/05/2026	Palmer Enterprises	6132 Annual Inspection	-1,437.85
12	03/05/2026	Palmer Enterprises	6164 Annual Inspection	-4,248.37
13	03/05/2026	Palmer Enterprises	6168 Annual Inspection	-676.92
14	03/05/2026	Palmer Enterprises	6186 Annual Inspection	-420.60
15	03/05/2026	Palmer Enterprises	6130 Annual Inspection	-470.98
16	03/20/2026	Boyd, Bruce	Deposit on Truss Engineering, Building Permit Plan, Drawings,	-1,381.58
17	03/20/2026	FF Bingham, Jadon	Feb-2026 Backfill	-221.64
18	03/20/2026	FF Flores, Jason	Feb-2026 Backfill	-187.29
19	03/20/2026	FF Guetebier, Andy	Pre Position CA-OES-260006-XNE	-2,419.87
20	03/20/2026	FF Hunter, Jacob	Pre Position CA-OES-260006-XNE	-5,282.56
21	03/20/2026	FF Leach, Nathan	Pre Position CA-OES-260006-XNE	-5,566.63
22	03/23/2026	FF Simpson, Forrest D.	Pre Position CA-OES-260006-XNE	-3,293.65
23	03/24/2026	Lynn McGarva	March-2026 Admin	-3,077.17
24	03/24/2026	Heidi Ryan	March-2026 Admin	-2,046.32
25	03/24/2026	FF Jose Rodriguez-Hernandez	Feb-2026 Backfill	-886.56
26	03/24/2026	FF Scott, William S	Pre Position CA-OES-260006-XNE	-5,751.02
27	03/24/2026	FF Shefter, Matt	Feb-2026 Backfill	-443.28
28	03/24/2026	FF Stead, Judy	Feb-2026 Backfill	-221.64
29	03/24/2026	FF Stirling, Autumn	Feb-2026 Backfill	-636.92
30	03/24/2026	FF Stewart, Mike	March-2026 Chief Stipend	-1,573.62
31	03/24/2026	EDD	State Payroll Taxes	-358.69
32	03/24/2026	Internal Revenue Service	Federal Payroll Taxes	-7,861.62

	Date	Name	Memo	Amount
33	03/24/2026	Boyett Petroleum	Fuel	-886.32
34	03/24/2026	Boyett Petroleum	Fuel	-654.14
35	03/24/2026	ESO	NERIS-INfERS Reporting	-1,568.69
36	03/24/2026	Banner Communications & Electronic	Radio Programming	-50.00
37	03/24/2026	Hunt Propane	Propane	-89.32
38	03/24/2026	ACC Business	Broadband	-442.63
39	03/24/2026	AT&T CALNET 3	Station House 1& 2	-115.13
40	03/24/2026	Banner Communications & Electronic	Repair, Cover, Antenna Coil	-213.98
41	03/24/2026	Allstar Fire Equipment	Turnout Boots	-400.18
42	03/24/2026	Allstar Fire Equipment	Turnout Boots	-400.18
43	03/24/2026	OCCU-MED	FF Pre-Employment Physical	-282.00
44	03/24/2026	Verizon Wireless	Tablet Service	-320.14
45	03/24/2026	Colantuono, Highsmith & Whatley, P	General Counsel	-20.00
46	03/24/2026	PG&E	Station 1 Power	-27.39
47	03/24/2026	Clientworks	Tech Support	-67.50
48	03/24/2026	ESO	NERIS & INFERS Reporting	-584.92
49	03/24/2026	Rice Business Solutions	Payroll Services	-178.75
50	03/24/2026	US Bank	See Cal Card	-6,406.82
51	03/24/2026	FF Gross, Michal (reimb)	NR Recert and S-SV Recert	-111.00
52	03/24/2026	FF Stirling, Autumn (reimb)	Green Crew Weekend Food	-50.00
53	03/24/2026	FF Stead, Judy (Reim)	AHA Heart Saver & BLS Instrutor	-406.48
54	03/24/2026	Empire Energy, Inc	Generator Maintenance	-755.77
55	03/24/2026	FF Leach, Nathan (reimb)	Weekend Meals	-50.00
56	03/24/2026	Palmer Enterprises	6162 Sensor Repairs	-1,137.30
57	03/24/2026	Smile Business	Copier Agreement	-161.88
58	03/24/2026	Lynn McGarva	Reimb for Signature Stamp	-80.13
59	03/24/2026	Life Assist, Inc.	Airways, Gloves, Glutose 15, Suction, Pen Light, Flashlight	-1,317.85
60	03/26/2026	EDD	State Payroll Taxes	-630.79
61	03/26/2026	Life Assist, Inc.	Guaze	-47.21
62	03/31/2026	Nevada County	Tax Estimate .52 Short	-0.52
Total 10720 · GF General Fund				-74,636.73

NSJ Fire Protection District

US Bank Cal Card

As of January 23, 2026

Date	Name	Memo	Amount
10790 · Cal Card			
12/06/2025	Amazon.Com	Folders and Banker Boxes	32.76
12/06/2025	Staples	Folders, Calendar, Label Tape	48.77
12/06/2025	Digium Cloud Services	Telephone Service	160.75
12/06/2025	Microsoft 365	Licenses	100.00
12/06/2025	Microsoft 365	Licenses	92.00
12/06/2025	Staples	Paper Towels and Copy Paper	206.15
12/20/2025	Mamas Pizzeria	Meals	66.65
12/20/2025	Sierra Energy	Fuel	42.69
12/20/2025	SPD Markets	Meal	242.92
12/20/2025	Conway Shield	Helmet Shields	1,790.75
12/20/2025	Staples	Writing Tablets, Blue Pens, Mouse	39.70
12/20/2025	WPSG	Chief Badge Award	236.37
12/20/2025	Robinson Petroleum	Fuel for Chief	81.94
12/20/2025	Harvey And Songer	6191 Repairs	280.80
12/20/2025	Badgesmith.com	ID Cards	22.57
12/21/2025	Mother Truckers	Meals	29.77
12/21/2025	Mother Truckers	Meals	104.89
12/23/2025	SP Pelabic Fishing GEA Pela	Fraud Charge	-295.65
Total 10790 · Cal Card			3,283.83
TOTAL			**3,283.83**

NSJ Fire Protection District

US Bank Cal Card

As of February 22, 2026

Date	Name	Memo	Amount
10790 · Cal Card			
01/30/2026	Target	Laundry Soap	31.56
01/30/2026	Staples	Paper Towels & TP	217.55
01/30/2026	Digium Cloud ...	Telephone Services	175.82
01/30/2026	USPS	Roll of Stamps and ...	87.79
01/30/2026	Staples	Label Maker Tape	40.04
01/30/2026	Microsoft 365	Licenses	235.03
01/30/2026	Staples	Toilet Bowl Cleaner	40.95
01/30/2026	Ben Franklin ...	Frame for Picture	46.53
02/15/2026	Pre Position F...	Food and Supplies	1,057.24
02/15/2026	ACC Business	Broadband Services...	885.26
02/15/2026	International A...	Annual Membership	260.00
02/15/2026	Calif Assoc of ...	Annual Membership	100.00
02/15/2026	Lowe's	Seeds	16.07
02/15/2026	Multiple Strike...	R. Noxon Tennesse...	3,006.30
02/15/2026	Yuba Lock & ...	Keys for File Cabinet	37.99
02/20/2026	Mother Truckers	Food for Preposition	30.69
02/20/2026	Robinson Petr...	Chief Fuel	95.09
02/20/2026	Home Depot	Lights for Engine Bay	42.91
Total 10790 · Cal Card			6,406.82
TOTAL			**6,406.82**

6.C.ii

Preliminary Budget
FY 2026-27

	TOTAL
Ordinary Income/Expense	
Income	
12200 · Due to Other Funds	0.00
39600 · Inter Fund Transfer	103,387.00
40000 · Revenue	
40010 · Current Secured Tax	161,000.00
40020 · Prior Secured Taxes	5.00
40030 · Current Unsecured Tax	3,000.00
40040 · Prior Unsecured Tax	60.00
40160 · St-Other in Lieu	85.00
40170 · Supplemental Secured Tax	7,700.00
40180 · Supplemental Unsecured Tax	200.00
40280 · Supplemental Prior Unsecured	20.00
40310 · Special Assessments	161,000.00
Total 40000 · Revenue	333,070.00
43000 · Inter-Governmental	
43010 · Interest-General Fund	15,000.00
44190 · Homeowner Exemption	500.00
44960 · Prop 172 Public Safety	46,000.00
Total 43000 · Inter-Governmental	61,500.00
46100 · Miscellaneous Revenue	
46110 · Strike Team	
46110.1 · Strike Team Personnel	78,000.00
46110.2 · Strike Team Admin	22,000.00
46110.3 · Strike Team Personal Vhcl Miles	0.00
46110.4 · Strike Team Expenses	0.00
46110.5 · Strike Team Engine	0.00
46110.6 · Strike Team Support Vehicle	0.00
Total 46110 · Strike Team	100,000.00
46180 · Donations	1,000.00
46190 · Refund Misc	0.00
46210 · Station 1 Rental	500.00
Total 46100 · Miscellaneous Revenue	101,500.00
47000 · Other Income	
47000.1 · Mitigation Fees	2,000.00
47000.2 · Mitigation Interest	400.00
47000.3 · Measure Q Interest	6,000.00
Total 47000 · Other Income	8,400.00
Total Income	607,857.00
Gross Profit	607,857.00
Expense	
56000 · Capital Outlay	
56000.1 · Measure Q Capital Equipment	19,900.00
56000.2 · Mitigation Capital Improvement	20,000.00
56000.3 · GF Capital Equipment	17,857.00
Total 56000 · Capital Outlay	57,757.00
61110 · Employer Tax Expense	10,000.00
61120 · Stipend to Chief	24,000.00
61140 · Clerical Admin Staff Wages	
61140.1 · Measure Q Administration	5,850.00
61140 · Clerical Admin Staff Wages - Other	64,150.00
Total 61140 · Clerical Admin Staff Wages	70,000.00
61300 · Firefighters Stipend/Paid Call	
61300.1 · GF Paid Call	20,000.00
61300.2 · Measure Q Rank	35,100.00
Total 61300 · Firefighters Stipend/Paid Call	55,100.00
61330 · Firefighter Physicals	500.00
61340 · Outside Instructor	
61341 · Training Materials	3,000.00

	TOTAL
61342 · Classes &Licensing	16,000.00
61340 · Outside Instructor - Other	5,500.00
Total 61340 · Outside Instructor	24,500.00
61350 · Strike Team Pmts	
61350.1 · Strike Team Regular Pay	48,000.00
61350.2 · Strike Team Pmts. OT	0.00
61350.5 · Strike Team Employee Mileage	0.00
61350.6 · Strike Team Fuel	0.00
61350.8 · Strike Team Expenses	0.00
61350 · Strike Team Pmts - Other	0.00
Total 61350 · Strike Team Pmts	48,000.00
61400 · Insurance (Personnel)	
61410 · Workers Compensation	20,000.00
61420 · Life and Accident Insurance	2,300.00
Total 61400 · Insurance (Personnel)	22,300.00
61450.1 · Strike Team On Site Pay	1,000.00
61450.2 · Strike Team Off Site Pay	500.00
62200 · FF Uniform/Clothing	3,500.00
62225 · PPE-Personnel Protective Equip	5,000.00
62300 · Dispatch Fees / Co-op Agreement	15,000.00
62350 · Fire Fighting Expenses	
62350.1 · Fleet Repair & Maint	25,000.00
62350.2 · Fire Fighter Fighting Supplies	6,500.00
62350.3 · New Firefighting Equip	5,000.00
62350 · Fire Fighting Expenses - Other	5,000.00
Total 62350 · Fire Fighting Expenses	38,000.00
62351 · Structure Maint	1,000.00
62352 · Non FireFight Equp Maint Repair	1,000.00
62375 · Equipment - Non-Fire Fighting	1,000.00
62400 · Communicating Equip	
62400.3 · Repair Radios/Pagers/Telephone	6,500.00
62400 · Communicating Equip - Other	0.00
Total 62400 · Communicating Equip	6,500.00
62500 · Subscriptions	3,500.00
62502 · Legal Public Notice	500.00
62510 · Public Relation - Fire Prevent	
62510.1 · CPR/Public First Aid Classes	3,000.00
62510.2 · Newsletter & Christmas Cards	3,000.00
62510 · Public Relation - Fire Prevent - Other	400.00
Total 62510 · Public Relation - Fire Prevent	6,400.00
62550 · Food Supplies	6,500.00
62600 · Fuel	20,000.00
62600.1 · Fuel for Chief	1,000.00
62700 · Cleaning Supplies	2,000.00
62750 · Insurance Bldg, Veh, & Liablty	78,200.00
62800 · Memberships	7,000.00
62810 · Recognition & Awards	500.00
62850 · Medical Supplies	5,000.00
62905 · Office Equipment Purchase	0.00
62911 · Office Machine Maintenance	
62915 · Copier Maintenance	1,700.00
Total 62911 · Office Machine Maintenance	1,700.00
63000 · Nevada County Services	6,000.00
63710 · Ground Maintenance	0.00
64900 · Office Supplies	3,500.00
64990 · Meeting Supplies & Subscription	0.00
66500 · Postage and Delivery	400.00
66600 · Printing and Reproduction	250.00
66700 · Professional Fees	
66701 · Payroll Services	1,800.00

	TOTAL
66702 · Audit	9,000.00
66703 · Legal	1,000.00
66704 · Background Checks / Fingerprint	500.00
66705 · SCI Consulting	6,500.00
66706 · Election Share of Cost	0.00
Total 66700 · Professional Fees	18,800.00
68600 · Utilities	
68601 · Telephone Service	4,500.00
68602 · Propane	5,000.00
68603 · Electric	6,000.00
68604 · Sewer Station 1	1,400.00
68606 · Satellite TV	0.00
68607 · Internet & Web Page	700.00
68609 · Broadband	6,000.00
68610 · Tablets	1,200.00
Total 68600 · Utilities	24,800.00
Total Expense	574,207.00
Net Ordinary Income	33,650.00
Net Income	**33,650.00**

7.B.i

Station 3 Addition
Bid Authorization

NORTH SAN JUAN FIRE PROTECTION DISTRICT
P. O. BOX 299
NORTH SAN JUAN CA 95960

BIDDING DOCUMENTS, SPECIFICATIONS AND CONTRACT DOCUMENTS

For the Construction of the STATION 3 ENGINE BAY ADDITION

13200 TYLER FOOTE CROSSING ROAD
NEVADA CITY CA 95959

April 13, 2026

Bid Opening Date: 3:01 p.m., May 11, 2026

NORTH SAN JUAN FIRE PROTECTION District
NEVADA District

STATION 3 ENGINE BAY ADDITION

13200 TYLER FOOTE CROSSING ROAD
NEVADA CITY CA 95959

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CONTRACT TIMELINE

1. RFI's NOT ACCEPTED AFTER **5:00 p.m., May 4, 2026**
2. JOB WALK: **April 16, 2026, 11:30 a.m.**
3. BIDS DUE: **May11, 2026, 3:00 p.m.**
4. BID OPENING: **May 11, 2026, 3:01 p.m.**
5. BIDS TO REMAIN OPEN FOR **45** DAYS FROM DATE OF OPENING OF BIDS
6. NOTICE OF AWARD DUE WITHIN **45** DAYS OF OPENING OF BIDS
7. CONTRACT SIGNING AND BONDS DUE WITHIN 7 DAYS OF NOTICE OF AWARD
8. NOTICE TO PROCEED WITH WORK DUE WITHIN 7 DAYS OF CONTRACT SIGNING
9. CONSTRUCTION MUST BEGIN WITHIN 7 DAYS AFTER RECEIPT OF NOTICE TO PROCEED
10. CONTRACTOR MUST GIVE **72** HOURS WRITTEN NOTICE OF DATE WORK WILL COMMENCE
11. WORK MUST BE COMPLETED WITHIN **100** WORKING DAYS OF MAILING OF THE NOTICE TO PROCEED

PART 1 – BIDDING DOCUMENTS

Content:

Invitation to Bid, Instructions
Bid Form
Bidder's Bond Experience
Statement of Bidder'Qualifications
Subcontractor Listing
Compensation Certification
Public Contact Code (Statements and Questionnaire)
Equal Employment Opportunity Certification
Non-collusion Affidavit to be executed by Bidder and Submitted with Bid
Proposed Contract Documents
Any and all Addenda

INVITATION TO BID

FOR STATION 3 ENGINE BAY ADDITION 13200 TYLER
FOOTE CROSSING ROAD
NEVADA CITY CA 95959

Sealed bids will be received at the office of the:
North San Juan Fire Protection District
13200 Tyler Foote Road
Nevada City CA 95959

until 3:00 P.M. local time on May 11, 2026, for the above reference project.

Bids received after said time will not be accepted and will be returned unopened.

At said place and time, and promptly thereafter, all bids that have been properly submitted will be publicly opened and read aloud. All interested parties are invited to attend.

To be on the plan holder list and to be assured of receiving all addendums and Requests for Information (RFI's) responses, the following information must be submitted to the Fire District via e-mail at: districtsecretary@nsjfire.org **All RFI's must also be submitted via e-mail to this address.**

Company Name_____

Mailing Address _____

_____

Primary Contact Name _____

Primary Contact e-mail address _____

Primary Contact phone number _____

Addendums and RFI's will be sent via e-mail to the primary contact submitted.

THE WORK TO BE PERFORMED INCLUDES THE FOLLOWING:

Provision of all equipment, materials, and labor necessary for the construction of an addition including interior and exterior work of an existing structure in accordance with the approved plans, specifications and Contractor's proposal.

WORK INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:

Construction of new 12' x 34' addition (408 SF) to the existing engine bay at Station 3.

Foundation

Framing

Manufacturered trusses

Siding

Roofing

Drywall

Exterior painting of Building (entire building)

Interior painting

Polished concrete Floor

New door

Hardware

Extension of HVAC system to additions

Electrical outlets

Lighting

Extensions to existing tele/comm system

New concrete apron and walkways

Interior Remodeling related to new additions

Installation of new sectional roll-up door

Painting of room interiors as needed

New ADA signage

Minor additions to electrical outlets and switches

Additional security controls

Parking lot and access driveway grading and paving

Storm drainage

All work shall be completed within the contract period of **100** working days following written Notice to Proceed.

Bids shall be Lump Sum cost for the entire project. Bids must be for all the work described herein.

Plans, specifications, proposal forms, project manuals and all documents relating to this project can be downloaded from the District Website at https://nsjfire.org/; transmitted electronically; or be obtained at the office of the District, 13200 Tyler Foote Road, Nevada City, CA, 95959(Telephone: (530) 292-9159) and may be seen at said office.

There will be no charge for downloaded or electronically transmitted bid documents. Otherwise, a nonrefundable charge of *$60.00* will be made for each set of documents, and an additional charge of *$40.00* will be made if those documents are mailed.

Contractor will be required to possess a California Contractors License General A (with proper endorsements) or B Contractor's license or other applicable specialty license at the time the contract is awarded.

All written requests, correspondence and/or communications of any kind regarding the project, that are submitted by mail, shall be addressed to:

North San Juan Fire Protection District
13200 Tyler Foote Road
Nevada City CA 95959

Request for information and other communications can be emailed to:
Districtsecretary@nsjfire.org

Each bidder must submit a cashier's check, certified check, or a bidder's bond in an amount equal to ten percent (10%) of the total amount of the bid.

The bidder to whom a contract is awarded will be required to furnish a performance bond and a labor and materials bond guaranteeing faithful performance and payment of all debts related to this contract.
The North San Juan Fire Protection District, herein call the District,, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

This is a public works project. Pursuant to Sections 1770 and 1773 of the Labor Code of the State of California, the District has ascertained the general prevailing rate of wages applicable to the work to be done. These rates are set forth in a schedule which is on file and available in the office of the District. Contractor shall not pay less than the prevailing rate of wages. No bid will be considered unless it is made in accordance with the provisions of the proposal requirements and conditions set forth in the Contract Documents.

A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered Contractor to

submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Reservation of Rights. Owner specifically reserves the right, in its sole discretion, to reject any or all bids, or re-bid, or to waive inconsequential deviations from bid requirements not involving time, price, or quality of the work. The District reserves the right to reject any or all bids.

Bid Protest. A bid protest may be filed to protest any bid submitted pursuant to this section.. Such protests must be timely filed with the District Secretary. All bid protests must be in writing and received by the District Secretary before 5:00 p.m. no later than five calendar days following bid opening (the "bid protest deadline").

NORTH SAN JUAN FIRE PROTECTION District

Dated:_____ By: _____

Chief Mike Stewart

INSTRUCTIONS TO BIDDERS

FOR STATION 3 ENGINE BAY ADDITION
13200 TYLER FOOTE CROSSING ROAD
NEVADA CITY CA 95959

1. DEFINITIONS

Bidder: One who submits a bid directly to District as distinct from a sub-bidder who submits a bid to a bidder

Successful Bidder: The lowest, qualified, responsive, responsible bidder to whom District makes an award

Bidding Documents:

Invitation to Bid Instruction to
Bidders
Bid Form
Bidder's Bond Experience Statement
Bidder's Qualifications
Subcontractor Listing
Worker's Compensation Certification
Public Contact Code (Statements and Questionnaire)
Equal Employment Opportunity Certification
Non-collusion Affidavit to be executed by Bidder and Submitted with Bid Proposed Contract Documents
Any and all Addenda

2. COPIES OF CONTRACT DOCUMENTS

Complete copies of the drawings and project manual for use in preparing bids may be obtained in accordance with the Invitation to Bid.

Partial sets of bidding documents will not be issued. Complete sets of bidding documents shall be used in preparing bids. District assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

District, in making copies of bidding documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

Each bidder must be prepared to submit, within five (5) days of District's request, written evidence of bidder's qualifications to perform the work. Bidders may be required to submit evidence that they have practical knowledge of the work bid upon, and that they have the financial resources to complete the proposed work. In determining the bidder's qualifications, the following factors will be considered: work previously completed by the bidder and whether the bidder (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the work properly and expeditiously, (c) has the financial resources to meet all obligations incident to the work, and (d) has appropriate technical experience. Each bidder may be required to show that he or she has handled former work so that no just

claims are pending against such work. No bid will be accepted from a bidder who is engaged on any work that would impair his or her ability to perform or finance this work.

Each bidder must hold a current valid General Class A or B Contractor's license or other applicable specialty license and shall type or write in a legible manner his or her California Contractor's license number on the outside of the envelope or wrapper which contains the bid and, in the space, provided on the bid form.

4. INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the examination, bidder finds facts or conditions which appear confusing to bidder, bidder shall apply to District for additional information and explanation before submitting the bid. However, no such supplemental information so requested or furnished shall vary the terms of the specifications or the Contractor's sole responsibility to satisfy himself or herself as to the conditions of the work to be performed.

The submission of a bid by the bidder shall constitute the acknowledgment that, if awarded the contract, bidder has relied and is relying on bidder's examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on bidder's own knowledge of existing conditions on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of District. No claim for additional compensation will be allowed, which is based upon a lack of knowledge of the above items.

Where technical reports or data have been utilized in the preparation of the Contract Documents, bidder may rely upon the accuracy of the technical data contained in such reports but not upon the interpretations or opinions contained therein for the completeness thereof for the purpose of bidding or construction.

Where plans and specifications contain drawings of physical conditions in or relating to existing surface conditions, including underground facilities, which are at or contiguous to the site, bidder may rely upon the accuracy of the data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction. If a mass diagram has been prepared for a project, it is for design purposes only. If it is made available to bidders, District assumes no responsibility whatever for the information contained therein and makes no guarantees with respect to reliance thereon.

Before submitting a bid, each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.

On request in advance, District will provide each bidder with access to the site to conduct such explorations and tests as each bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the

Contract Documents. All additional land and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by District unless otherwise provided in the Contract Documents.

5. EXAMINATION OF CONTRACT DOCUMENTS

The Contract Documents shall consist of the following:

1. Invitation to Bid
2. Instructions to Bidders
3. Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award)
4. Contract
5. Addenda which pertain to the Contract
6. The Bonds
7. Any supplementary conditions or any and all written agreements amending or extending the work, time or price contemplated
8. The Plans and Specifications and Drawings as identified in the Contract
9. Certificates of Insurance

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a bid shall constitute an acknowledgment upon which District may rely that the bidder has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a bidder to receive or examine any of the Contract Documents shall in no way relieve that bidder from any obligation with respect to that bidder's bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

6. INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretations will be made to any bidder as to the meaning of the Contract Documents. Any ambiguities, inconsistencies in the plans and specifications or other Contract Documents, or problems which are visible by an inspection of the site or review of the Contract Documents shall be resolved prior to bidding. Request for an interpretation shall be made in writing and **delivered to District at least five (5) days before the time announced for opening** the proposals. Interpretations by District will be in the form of an addendum to the Contract Documents and, when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract.

7. ADDENDA

Each bid shall include specific acknowledgment, in the space provided, of receipt of all addenda issued during the bidding period. Failure to acknowledge may result in the bid being rejected as not responsible. The Contractor is responsible for verifying that all addenda have been received and for obtaining all addenda prior to submitting bids for the work.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the bidding documents as deemed advisable by District. Addenda will be emailed or delivered to all parties recorded as having received the bidding documents. No addenda will be issued later than two (2) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

8. BIDS

Bids shall be made on the blank forms prepared by District and included herein. Bidders may extract these pages from the bid book or submit the entire book. All bids shall give prices, both in writing and in figures, and shall be signed by the bidder or bidder's authorized representative with bidder's address. If the bid is made by an individual, his or her name, signature and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation.

9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in a sealed envelope, clearly marked "Sealed Bid," addressed to the District . If mailed, the bids shall be addressed to:

North San Juan Fire Protection District
P. O. Box 299
North San Juan CA 95960

and if hand carried, delivered to the District Office at 13200 Tyler Foote Road, Nevada City, CA, 95959

The bid shall be identified on the outside with the bidder's name, license number and address and with the project title. Each bid shall be accompanied by the bid security and other required documents.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid, or the modified time and date indicated by addendum. Bids received after the time and date for receipt of bids will be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

Oral, telephone, or telegraph bids are invalid and will not receive consideration. No bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association.

10. PRE-BID CONFERENCE OR WALK-THROUGH

One (1) pre-bid conference walk-through is planned for this project on Thursday, April 16 2026, at

11:30 a.m.

11. BID PRICE

The bid price shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor, and services, except as may be provided otherwise in the Contract Documents.

In the event of a difference between the price quoted in words and a price quoted in figures for the same quotation, the words shall be considered the amount bid. Discrepancies between the indicated sum or total of figures and the correct sum or total will be resolved in favor of the correct sum or total.

12. BASIS OF BIDS

The bidder shall submit a lump sum price and alternatives shown on the bid form. Failure to comply may be cause for rejection.

In accordance with the provision of Section 6707 of the State Labor Code, each bidder shall list, in any bid item calling for trenching of five (5) feet or more in depth, the amount contained in the proposal for adequate trench and excavation sheeting, shoring, and bracing or equivalent method for the protection of life and limb which shall conform to applicable Safety Orders.

13. TAXES

Bid prices shall include allowance for all federal, state, and local taxes.

14. CONTRACT TIME

The date by which the work is to be completed (the contract time) is set forth in Contract Documents.

15. SUBSTITUTE MATERIALS AND EQUIPMENT

The contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the specifications without consideration of possible substitute or "co-equal" items. Whenever it is indicated in the drawings or specified in the specifications that a substitute or "co-equal" item of material or equipment may be furnished or used by Contractor if acceptable to District, application for such acceptance will not be considered by District until after the effective date of the contract unless an addendum is issued to all bidders authorizing the use of a specified substitute. The procedure for submittal of any such application by Contractor and consideration by District is set forth in the Contract Documents.

16. LIST OF SUBCONTRACTORS

Each bid shall have listed on the form provided herewith the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half (1/2) of one percent (1%) of the total amount of the bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work.

District has the right to review the suitability and qualifications of any subcontractor or supplier

proposed by the Contractor. As part of this review District may request an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person, and organization. If District, after due investigation, has reasonable objection to any proposed subcontractor, District may, before giving the notice of award, request the apparent successful bidder to submit an acceptable substitute without an increase in bid price. If the apparent successful bidder does not make such substitution, the contract shall not be awarded to such bidder, but Contractor's failure to make such substitution will not constitute grounds for sacrificing the bid security. Any subcontractor, other person or organization so listed and to whom District does not make written objection prior to the giving of the notice of award will be deemed acceptable to District subject to revocation of such acceptance after the effective date of the agreement as provided in the Contract Documents.

No Contractor shall be required to employ any subcontractor, other person or organization against whom Contractor has reasonable objection.

The Contractor may not change any subcontractor listed on its bid without written approval from District after a determination that the requirements of Public Contracts Code Section 4107 have been met.

17. BID GUARANTY (BID BOND)

The bid shall be accompanied by a bid guaranty bond (bid bond) duly completed on the form provided herewith, by a guaranty company authorized to carry on business in the State of California, for payment to District in the sum of at least 10 percent (10%) of the total amount of the bid, or alternatively by a certified or cashier's check, payable to District in the sum of at least 10 percent (10%) of the total amount of the bid. The amount payable to District under the guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to District as liquidated damages in case of a failure or neglect of the bidder to furnish, execute and deliver to District the required performance and payment bonds, evidence of insurance, and to enter into, execute and deliver to District the contract on the form provided herewith, within seven (7) days after being notified in writing by District that the award has been made and the agreement is ready for execution.

All bonds shall have a power of attorney authorizing the signature of the principal attached to the bond. The power of attorney signature and the principal's signature shall each (both) be notarized.

The bid bond shall name the North San Juan Fire Protection District as beneficiary and shall specify that the bond is valid for the bid opening of this project as scheduled in the Invitation to Bid.

18. RETURN OF BID GUARANTIES

Within ten (10) days after the bids are awarded, District will return the bid guaranties (other than bid bonds) accompanying the bids for bids not considered in making the award. All other bid guaranties will be held until the contract has been fully executed, after which they will be returned to the respective bidders whose bids they accompany.

19. MODIFICATION OR WITHDRAWAL OF BIDS

Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipt of bids. Such notice shall be in writing over the signature of the bidder or be by telegram; if by telegram, written confirmation over the signature of bidder must

have been mailed and postmarked on or before the date and time set for receipt of bids; it shall be so worded as not to reveal the amount of original bid. Bids may also be modified or withdrawn in person by the bidder, or an authorized representative provided bidder can prove bidder's identity and authority. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these instructions to bidders.

If, within 24 hours after bids are opened, any bidder files a duly signed written notice with District and promptly thereafter demonstrates to the reasonable satisfaction of District that there was a material and substantial mistake in the preparation of the bid, that bidder may withdraw his or her bid and the bid security will be returned. Thereafter, that bidder will be disqualified from further bidding on the work.

20. OPENING OF BIDS

Bids will be opened publicly and read aloud. An abstract of the amounts of the base bids and major alternates (if any) will be made available after the opening of bids.

21. BIDS TO REMAIN OPEN

All bids shall remain open and subject to acceptance for a period of forty-five (45) days from the date of opening, but District may, in District's discretion, release any bid and return the bid security prior to that date.

22. POSTPONEMENT OF OPENING

District reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in the advertisement.

23. AWARD OF CONTRACT

The award of the contract, if awarded, will be made to the lowest responsive, responsible bidder whose bid complies with all the requirements stated herein. Within forty-five (45) days after the time of opening the bids, District will act either to accept a proposal or to reject all proposals. The acceptance of a proposal will be evidenced by a notice of award of contract in writing, delivered in person or by U.S. mail to the bidder whose proposal is accepted. No other act of District shall constitute acceptance of a bid. The award of contract shall obligate the bidder whose bid is accepted to furnish a performance bond, payment bond and evidences of insurance (certificates of insurance and endorsements specified in the contract) and execute the agreement set forth in the Contract Documents.

District reserves the right to reject any and all bids and to waive any and all formalities, and the right to disregard all non-conforming, non-responsive, or conditional bids. District reserves the right to reject the bid of any bidder if District believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive, or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District reserves the right to reject any bids which omit a bid on any one or more items on which bids are required; any bids which omit unit prices if unit prices are required; any bids in which unit prices are unbalanced in the opinion of District; any bid accompanied by insufficient or irregular bid security; and any bids from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

It is District's intent to accept alternates (if any are accepted) in the order in which they are listed in the bid form, but District may accept them in any order or combination.

District may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided herein. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by District.

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered, and District may likewise elect to reject all bids received.

District may conduct such investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to District's satisfaction within the prescribed time. District reserves the right to reject the bid of any bidder who does not pass any such evaluation to District's satisfaction.

If the contract is to be awarded, it will be awarded to the lowest bidder whose evaluation by District indicates to District that the award will be in the best interests of the project.

24. SIGNING OF AGREEMENT

When District gives a Notice of Award to the successful bidder, it will be accompanied by unsigned counterparts of the agreement and all other Contract Documents. District will execute the contract by electronic signature through Adobe Sign and a final copy will be automatically sent to all parties to the agreement.

Or if an original document is necessary, two (2) copies of the Contract Documents will be prepared by District. All copies will be submitted to Contractor, and Contractor shall execute the contract, insert executed copies of the required bonds and power of attorney, and submit all copies to District within seven (7) days.

District will execute the contract, insert the date of signing the contract on the contract and bond forms and on the power-of-attorney and distribute one copy each to District and Contractor.

Contractor shall be responsible for distribution of copies to the Surety(ies).

Notwithstanding any action by the District to the contrary or by the Board of Directors in accepting a bid, there shall be no contract between bidder and District until the Contract Documents are signed by District.

Failure of the Contractor to execute the contract within the specified time shall be just cause for withdrawal of the contract award by the District and forfeiture by the Contractor of the bid guaranty bond.

25. NOTICE TO PROCEED

District shall give the successful bidder written notice to proceed with the work within seven (7) days of the execution of the contract. Notwithstanding any other provision of the contract, District shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed, whether or not District has knowledge of the furnishing of such work.

26. PERFORMANCE AND PAYMENT BONDS

The Contract Documents set forth District's requirements as to performance and other bonds. When the successful bidder delivers the executed contract to District, it shall be accompanied by the required contract.

27. CONTRACTUAL RESTRICTIONS

No official of District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for District who is authorized in such capacity and on behalf of District who is in any legislative, executive, supervisory, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

28. POSTING SECURITY IN LIEU OF RETENTION

The Contractor may elect to receive one hundred percent (100%) of payments due under this contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with District in accordance with the provisions of Section 4590 of the California Government Code. Securities eligible for investment shall include those listed in Section 16430 of the California Government Code, or bank or savings and loan certificates of deposits. Such securities, if deposited by the bidder, shall be valued by District whose decision on the valuation of the securities shall be final. The bidder shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon.

29. LIQUIDATED DAMAGES

The District is authorized by Government Code Section 53069.85 to assess liquidated damages for delay. District refers bidders to the Contract for review of the liquidated damages provision to be included in this Contract.

BID FORM

STATION 3 ENGINE BAY ADDITION

13200 TYLER FOOTE CROSSING ROAD
NEVADA CITY CA 95959

Please Print

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____
(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE ( ) _____ **FAX NO: AREA CODE ( )** _____

EMAIL: _____

CONTRACTOR LICENSE NO. _____

CONTRACTOR DIR NO. _____

The work to be done and referred to herein is in the District, State of California, and shall be constructed in accordance with the Plans and Specifications (including the payment of not less than the wages rates set forth therein) and the Contract annexed hereto.

The work to be done is described in the Bidding Documents, Specifications, Plans and Contract Documents for Health and Social Services Building Addition and Remodel Project.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation, and in submitting this bid, the undersigned bidder agrees that he or she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to and all other documents listed or incorporated in the bidding documents and Contract Documents; and bidder proposes, and agrees if this bid is accepted, that bidder will contract with the District of in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of District as therein set forth, and that bidder will take in full payment therefore the following:

STATION 3 ENGINE BAY ADDITION
13200 TYLER FOOTE CROSSING ROAD
NEVADA CITY CA 95959

CONSTRUCTION OF NEW 12' X 34' ADDITION (408 SF) FOR ENGINE BAY EXTENSION

ITEM NO.	CONTRACT ITEM	AMOUNT
1	GENERAL CONDITIONS	
2	SITE DEVELOPMENT	
3	FOUNDATION	
4	FRAMING	
5	DRYWALL	
6	EXTERIOR PAINTING (ENTIRE BUILDING)	
7	INTERIOR PAINTING	
8	NEW DOOR	
9	HARDWARE	
10	EXTENSION TO EXISTING HVAC SYSTEM TO NEW ADDITIONS	
11	ELECTRICAL OUTLETS AND LIGHTING	
12	EXTENSIONS TO EXISTING TEL/COMM SYSTEM	
13	NEW CONCRETE APRON AND WALKWAYS	
14	CONSTRUCTION AND/OR REPAIR OF E. INTERIOR WALLS, INCLUDING DRYWALL, AS NEEDED	
15	INSTALLATION OF NEW DOOR	
16	INSTALL ATION OF MANUFACTURED TRUSSES	
17	NEW METAL ROOFING INCLUDING CONNECTION TO EXISTING ROOFING	
18	GRADING, ROCK AND PAVING OF EXISTING PARKING AREA AND DRIVEWAY	
19	NEW STORM DRAINAGE	
20	PAVING PAINT AND STRIPPING	
21	CLEAN-UP AND PROJECT CLOSEOUT	

SUB TOTAL LUMP SUM BID $_____

Please write subtotal lump sum bid in words.

The undersigned bidder agrees to furnish the required bonds and to enter into a contract within the time specified in the Instructions to Bidders and further agrees to complete all work covered by the bid, in accordance with all requirements of the contract.

Receipt of copies of the following addenda is hereby acknowledged.

Addendum No.	Bidder's Signature	Date Acknowledged
_____	_____	_____
_____	_____	_____
_____	_____	_____

All addenda received have been considered in preparation of this bid.

Also enclosed herewith are the Experience Statement, Subcontractor Listing, Equipment Supplier Listing, and Worker's Compensation Certification.

In submitting this bid it is understood that the right is reserved by District to reject any and all bids, and it is understood that this bid may not be withdrawn during the period set forth in the Instructions to Bidders.

Envelopes containing bids must be marked as required by the Instructions to Bidders. District

reserves the right to reject any and all bids and to waive any irregularities in bids.

The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

Prices bid shall include overhead profit and all applicable taxes and fees.

By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

If this bid shall be accepted and the undersigned shall fail to contract as aforesaid, and to give the performance bond and labor and material bond as required in the contract with a surety satisfactory to District within the number of days set forth in the Instructions to Bidders after receipt of notice that the contract has been awarded to the undersigned, District may, at its option, determine that the bidder has abandoned the contract and thereupon the award of the contract shall be null and void and the bidder and surety shall forfeit the security accompanying this bid to the District.

Accompanying this bid is a

_____

("Bidder's Bond", "Cashier's Check", "Certified Check" or "Cash")

for $_____ an amount equal to ten percent (10%) of the total bid.

In accordance with Public Contract Code Section 10232 (Chapter 466, Stats. 1982) the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This statement constitutes a part of the bid, and signature on the signature portion of this bid shall constitute signature of this statement.

The names of all persons in the foregoing bid as principal are as follows:

_____ _____

_____ _____

_____ _____

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____.

_____

_____

Signature of Bidder

BUSINESS ADDRESS: _____

PLACE OF RESIDENCE: _____

DATED: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts in behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be filed with the District prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized. If a bidder is a joint venture, the documents must be signed by an authorized officer of each firm to the joint venture and shall include the California Contractor's License number of each partner to the joint venture.

Both the signature of the bidder and any attorney-in-fact must be notarized.

STATION 3 ENGINE BAY ADDITION
13200 TYLER FOOTE CROSSING ROAD
NEVADA CITY CA 95959

BIDDER'S BOND

We, _____

_____ as Principal, and

_____

as Surety are bound unto the _____, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

_____

(Copy here the exact description of work, including location as it appears on the proposal)

_____

for which bids are to be opened at _____ on _____

(Insert place where bids will be opened) *(Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20__.

_____

_____

_____
Principal

_____
Surety

By_____
Attorney-in-fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California
District of _____)

On _____ before me, _____
(insert name and title of the officer) personally
appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXPERIENCE STATEMENT

The following outline is a record of the bidder's recent experience in construction of a type similar in magnitude and character to that contemplated under this contract:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

BIDDER'S QUALIFICATION

I declare under penalty of perjury that neither I nor a company of which I am more than fifty percent (50%) owner have been disqualified from bidding, removed from a public works construction project or otherwise been prevented from bidding because of a violation of law or a safety regulation.

Further, I declare under penalty of perjury that neither I nor a company of which I am more than a fifty percent (50%) owner have had more than one (1) final, unappealable finding of contempt of court by a Federal court within the immediately preceding two (2) year period because of failure to comply with an order of the Federal court.

Further, I declare under penalty of perjury that I have not been convicted by any court of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract.

Dated _____ at _____, California.

Signature of Contractor

SUBCONTRACTOR LISTING

The following information is submitted which gives the name, business address, and portion of the work for each subcontractor that will be used for a portion of the work equal to or exceeding the amount specified in the Instructions to Bidders if the bidder is awarded to the contract. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed.

Name & DIR #	**Business Address**	**Description of Portion of Work to be Performed.**

_____

Signature of Contractor

WORKER'S COMPENSATION CERTIFICATION
(LABOR CODE SECTION 1861)

STATION 3 ENGINE BAY ADDITION

13200 TYLER FOOTE CROSSING ROAD
NEVADA CITY CA 95959
COUNT OF NEVADA

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Executed at _____

_____ on _____.

I certify under penalty of perjury that the foregoing is true and correct.

_____
Contractor-Employer

PUBLIC CONTRACT CODE
(Statements and Questionnaire)

PUBLIC CONTRACT CODE
SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ___been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

_____

_____

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATION 3 ENGINE BAY ADDITION

13200 TYLER FOOTE CROSSING ROAD
NEVADA CITY CA 95959
COUNT OF NEVADA

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BIDDER:

By:_____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California
District of _____)

On _____ before me, _____
(insert name and title of the officer) personally
appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

PUBLIC WORKS CONTRACT
SHORT FORM

PARTIES

THIS CONTRACT made this day of ,_by and between the NORTH SAN JUAN FIRE PROTECTTION District, a political subdivision of the County of Nevada, State of California, hereinafter referred to as **"District"** and **???.** , hereinafter referred to as **"Contractor"**.

This contract is for the following project:

STATION 3 ENGINE BAY ADDITION

13200 TYLER FOOTE CROSSING ROAD
NEVADA CITY CA 95959
COUNT OF NEVADA

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

TERMS & CONDITIONS

1. SCOPE OF WORK:

The work to be performed includes but is not limited to provision of all equipment, materials, and labor necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in Section 5 hereof, the work of:

Provision of all equipment, materials, and labor necessary to complete the project per plans , specifications and Contractors proposal.

2. CONTRACT TIME:

2.1. COMMENCEMENT AND COMPLETION

The Work shall be commenced on the date specified in the District's "Notice of Award to Contractor" and shall be fully completed no later than **100** working days thereafter, or such additional time as may have been provided by Change Order, pursuant to the Contract Documents.

2.2. TIME IS OF THE ESSENCE

Time is of the essence. If the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with the liquidated damages provision herein. A determination of whether delays were avoidable or not shall be made by District.

3. CONTRACT PRICE:

District shall pay Contractor for the full and complete performance of this Contract the sum of $ _____

The contract price may be adjusted only as provided in the Contract Documents and only upon the express written approval of the District Board of Directors and in the event of any such adjustment, the Contractor agrees that the maximum adjustment to be attributable to his overhead and profit shall not exceed fifteen percent (15%) of the actual costs to Contractor for any additional work encompassed by any such adjustment, in accordance with the General Conditions.

4. PAYMENTS:

4.1. PROGRESS PAYMENTS

Where the work is anticipated to require more than forty (40) days to complete, Contractor may apply for progress payments on a monthly basis. Monthly progress payments shall be made in accordance with the General Conditions of these Contract Documents, subject to a five percent (5%) withhold as specified therein Contractor shall submit a signed application for payment covering the work completed to that date and accompanied by supporting documentation to District's satisfaction. Progress payments will be in an amount equal to ninety-five percent (95%) of the work completed.

4.2. FINAL PAYMENT

Payment in full for the completed project will not be due until at least thirty (30) days after filing of the Notice of Completion with the District. Acceptance of final payment will be deemed a waiver of all claims except those which were timely made pursuant to the claim's provisions of this contract. Final payment shall be made in accordance with the General Conditions of these Contract Documents.

4.3. INVOICE CONTENT

Invoices or applications for payment to the District shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel, and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts

for material purchases, rental equipment, and subcontractor work.

4.4. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the District of any and all claims and all liability to the Contractor for all things

done or furnished in connection with this work and for every act and/or neglect of the District or others relating to or arising from the work to the full extent authorized by Public Contracts Code Section 7100. No payment, however, final, or otherwise, shall operate to release the Contractor

of his sureties from any obligations under this Contract or the Performance and Payment Bonds required by this Contract, or the guarantees and warranties required by the Contract Documents, or the bond securing the same.

5. CONTRACT DOCUMENTS:

The Contract Documents comprise the entire agreement between the parties and may be amended only by writing signed by both parties or by written change order. The Contract Documents shall include this contract, plans and specifications, bidding documents, addenda thereto, all proposals submitted by Contractor, the general conditions attached hereto and special, and/or supplementary conditions issued by the District. In the case of ambiguity or conflict, the documents shall be given the following priority:

This Agreement Contract
Drawings Technical
Specifications Duly issued
Addenda.
General and/or Special Conditions
Duly issued Clarifications and Field Orders Duly
issued Work Authorizations
Duly issued Change Orders
Supplemental Drawings issued pursuant to Article 4 of the General Conditions Initial
Submittals approved pursuant to Article 3 and all other
submittals approved pursuant to the General Conditions
Contractor's Bid Proposal Contractor's Guarantee and Bond
Designation of Subcontractors
Performance Bond
Payment Bond

Such documents, collectively referred to as the "Contract Documents", are hereby incorporated herein by this reference and made a part hereof.

6. PERFORMANCE AND LABOR & MATERIAL BONDS:

Pursuant to the provisions of the California Civil Code Section 9550, for projects in excess of twenty-five thousand dollars ($25,000), the Contractor shall, prior to the performance of any work covered by this Contract, provide to District in such form as may be acceptable to District, a "performance bond" guaranteeing the faithful and timely performance of the work to be performed under this Contact and guaranteeing the work for a period of one full year from the date of the completion of the work (which shall be evidenced by the filing of a notice of completion by District) and a separate "labor and material bond" guaranteeing payment to any laborer, subcontractor and/or material supplier for the work under this Contract. The amount of each of

these bonds shall be in accordance with the General Conditions to the Contract.

7. REPRESENTATIONS BY CONTRACTOR:

The Contractor hereby represents that before bidding, he carefully examined the Drawings and Project Manual, visited the Site of the Work, and fully informed himself as to all existing conditions at the Site and limitations of information provided by the District regarding the Site.

The Contractor further represents that he has satisfied himself as to the nature and location of the Work, the general and local conditions, conditions of the Site, availability of labor, materials on the Site, the kind of equipment needed, the requirements of various trades or crafts needed to perform the Work and all other matters which in any way affect the Work or cost. The Contractor agrees that his failure to acquaint himself with all available information concerning conditions shall not relieve him from his bid or his responsibility for estimating properly the difficulties or cost of the Work, or the requirements for any trade, craft, or portion of the Work.

The Contractor further represents that the Contract Price shall include everything necessary for the completion of Work and of fulfillment of this Agreement for Construction within the time specified hereby, including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, labor, and services. The Contract Price includes allowance for all Federal, State, and local taxes and payment of the prevailing wages required by applicable law and/or the General Conditions.

8. AMENDMENT:

This Contract may only be amended by a written amendment which shall require the formal approval of the Board of Directors. No District officer, agent or representative shall have the authority to amend this Contract.

9. DELAY:

The Contractor specifically acknowledges and agrees that a time extension is his sole remedy for delays caused by the District and agrees to make no claim for additional damages for such delay. Contractor shall be entitled to a price adjustment with such time extension Change Order, but such price adjustment shall be limited to his direct additional costs to perform the Contract, subject to the General Conditions, and subject to verification by the District.

Processing of Submittals, Clarifications, and other information by the District within the time specified in the Contract Documents shall in no event constitute a District-caused delay.

10. NOTICES:

Any notice, demand, request, consent, approval or communication that any party desires or is required to give any other party shall be in writing and either served personally or sent by pre-paid first-class mail. Any such writing shall be addressed as follows:

District

Mike Stewart, Fire Chief
P. O. Box 299
North San Juan, CA 95960

PROJECT MANAGER

PROJECT CONTRACTOR

Name: DBA:
Address:

11. LIQUIDATED DAMAGES:

If the Work is not completed by Contractor in the time specified in Section 2 of the Agreement for Construction, or within any period of extension authorized pursuant to a duly issued Change Order, Contractor acknowledges and admits that the District will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the District that the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, a sum equal to one-half of one percent of the contract price, or the sum of $**TBD** whichever is lesser, for each calendar day of delay until the Work is completed and accepted, and that both Contractor and Contractor's surety shall be liable for the total amount thereof, and that the District may deduct said sums from any monies due or that may become due to Contractor, prior to determining the final amount due to Contractor.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found by the Board of Directors to be unavoidable pursuant to the General Conditions, or time extensions granted in writing by the Board of Directors.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

NORTH SAN JUAN FIRE PROTECTION District

By: _____
SAMANTHA HINRICHS Chair
Board of Directors

By: _____
Mike Stewart, Fire Chief

ATTEST::

_____
HEIDI RYAN
Board Secretary

CONTRACTOR

By_____
Official Title

License Number_____

(CORPORATE SEAL)

_____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that _____, who signed said Contract on behalf of said Corporation is authorized to fully bind the corporation to this Agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____
(Secretary)

(CORPORATE SEAL)

GENERAL CONDITIONS

1. CHANGES IN THE WORK:

District may order additions, deletions or revisions in the work which shall be authorized by written change order. Circumstances may occur where Contractor may need to apply for a change in the contract. Such changes must be applied for in writing in advance by Contractor and approved prior to doing of the additional work. Changes in contract price due to change orders shall be established either by one (1) unit prices (where bidding was done by unit price), (2) based on the actual cost of the work (including but not limited to all labor and materials) plus an amount not to exceed 15 percent (15%) for overhead and profit together, or (3) by mutual acceptance of a lump sum.

2. BONDS:

A. For projects involving more than twenty-five thousand dollars ($25,000) the Contractor shall furnish two (2) bonds each in the amount of 100 percent (100%) of the contract price, one as security for the faithful performance of the work, and the other as security for the faithful payment and satisfaction of all persons furnishing materials and performing labor for the project. The labor and materials bonds shall remain in effect until the recording of a Notice of Completion. The performance bond shall remain in effect until the running of the warranty period. The bonds shall be issued by a corporation duly licensed to transact surety business in California. The bonds must be executed by a duly licensed surety company and accompanied by a certified copy of the authority to act and shall be on the form provided by District.

B. In the event of a default by Contractor, District shall notify Contractor of the specifics of the default and shall extend a reasonable time to Contractor to cure same or to pay such damages as District may reasonably assess under the terms of the Public Works Contract. District shall not release the bonds or security until Contractor has fully performed under the contract. If Contractor fails to promptly cure any breach or to pay such damages as may have been reasonably assessed after notification of the breach and/or of the assessment of damages, District shall proceed to sell the securities and/or make demand on the bonds.

C. District reserves the right to accept or to reject the tender of any bond or security as being sufficient to protect the interest of the District.

3. CONTRACTOR LIABILITY AND INSURANCE:

Contractor shall be liable for all damages and injury which shall be caused to District or any other property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this contract. Contractor shall purchase and maintain such commercial general liability and other insurance as is appropriate and/or as may be required in the special conditions, for the work being performed and furnished and which will

provide complete protection to District and shall be at least as broad as CG 20 01 04 13. Said policies shall be payable on a "per occurrence" basis unless District specifically consents to a "claims made" basis. At a minimum Contractor shall provide and maintain a policy of commercial general liability insurance in a combined single limit of two million dollars ($2,000,000.00) and Worker's Compensation Insurance.

District shall be designated as a named insured on the Contractor's insurance and a certificate of insurance and endorsements shall be provided by Contractor prior to commencement of work. Contractor must provide the full coverage and full limits available to the Contractor as the named insured to the District as a named insured. Coverage under the policy available to the District must be either the minimum required under the contract or the maximum available to the Contractor as the named insured, whichever is greater and shall be at least as broad as CG 20 01 04 13. Contractor must provide the stated required insurance for a period of three (3) years beyond work completion.

Contractor shall also purchase and maintain property insurance upon the work or equipment and supplies stored at the site, if any, to the full insurable value thereof. All policies of insurance shall contain a provision that the coverage will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to District.

The coverage under Contractor's policy shall be primary and non-contributory and verification from the insurer must be provided that they will not seek contribution from the District's insurance or self-insurance.

Contractor shall provide the applicable Certificate of Insurance with the following attachments:

a) Waiver of subrogation endorsement for Worker's Compensation
b) Additional Insured Endorsement for ongoing operations (CG 20 38)
c) Additional Insured Endorsement for completed operations exposures such as construction, repair, or maintenance operations (CG 20 37.)
d) A copy of the Declarations & Policy Endorsements page for the General Liability (GL) policy.

Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars ($1,000,000.00).

4. RISK OF LOSS:

Liability for loss or damage to equipment, materials, work completed or services occurring on or off the site shall be the responsibility of Contractor. Liability for completed work shall not be assumed by District until both the work has been completed and District has accepted the work as complete.

5. MATERIALS AND EQUIPMENT:

All material and equipment shall be of good quality and new unless the contract provides otherwise. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or a particular supplier, it is intended to establish the type, function and quality required. Any substitutions must be expressly consented to by District in advance of installation or use.

Where applicable, Contractor shall deliver all manufacturer's operating and maintenance instructions to District prior to receipt of final payment.

6. WARRANTY AND CORRECTION PERIOD:

If within one year after the date of completion and District's acceptance of the work or such longer period of time as may be prescribed by law or regulations or by the terms of any applicable special guarantee required by the Contract Documents any work is found to be defective, Contractor shall promptly, without cost to District and in accordance with District's written instruction, either correct such defective work, or, if it has been rejected by District, remove it from the site and replace it with non-defective work. If Contractor is unable to promptly and properly correct any defective work, District may at its option have the work corrected by such other means as District deems appropriate and hold Contractor liable for all direct, indirect and consequential costs caused by such defective work. Said warranty shall apply to all work found to be "defective" which is attributable to the quality or quantity of the materials used, the quality of the workmanship or for lack of proper performance under the contract. The warranty obligation shall not limit the District's right to otherwise seek damages in the event of any failure by Contractor to properly perform under this Agreement.

7. PERMITS AND TAXES:

Unless otherwise provided in the special contract provisions, Contractor shall obtain and pay for all construction permits, licenses or other permits necessary to complete the work and shall be liable for all governmental charges, inspection fees, utility connection charges, sales, consumer, use and other taxes.

8. INDEMNIFICATION:

Contractor shall fully indemnify, hold harmless and defend District and its consultants, agents, officers and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from the negligent performance of the work herein or willful misconduct by Contractor.

9. SUSPENSION OF WORK:

District may, at any time and without cause, suspend the work or any portion thereof for a reasonable period of time by notice in writing to Contractor.

10. TERMINATION:

Except as limited by law or regulation, District may terminate this contract upon the occurrence of any one or more of the following events.

A. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

B. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

C. If Contractor makes a general assignment of its obligations and/or compensation under this Agreement;

D. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

E. If Contractor admits in writing an inability to pay its debts generally as they become due;

F. If Contractor persistently fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the time schedule);

G. If Contractor disregards ordinances, laws or regulations of any public body having jurisdiction;

H. If Contractor disregards the authority of District's supervisory staff, and, in particular, the Contract Administrator;

I. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

District may, after giving Contractor seven days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the work, incorporate in the work all materials and equipment stored at the site or for which District has paid Contractor but which are stored elsewhere, and finish the work as District may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects,

attorneys and other professionals and court costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to District. When exercising any rights or remedies under this paragraph, District shall not be required to obtain the lowest price for the work performed. Where Contractor's services have been so terminated by District, the termination will not affect any rights or remedies of District against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by District will not release Contractor from liability.

Upon seven days' written notice to Contractor, District may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case, Contractor shall be paid for all work executed and any actual expense sustained.

11. SUPERVISION AND CLAIMS DETERMINATIONS:

11.1. CONTRACT ADMINISTRATOR

District may appoint staff or hire professional services for supervision and administration, at its election. Said person is hereinafter referred to as "Contract Administrator". Upon the appointment of any such Contract Administrator the District shall promptly notify Contract of such action. The Contract Administrator is delegated authority to determine the amount, quality, acceptability and fitness of the work, materials and equipment to be paid for under this contract, to decide for District all questions relative to contract interpretation, to reject or condemn all work or material which does not conform to the terms of this contract and to review and make a final determination on all claims submitted to District. In the absence of an appointment of a Contract Administrator, the District Fire Chief shall perform these functions.

11.2. WRITTEN CLARIFICATION

If there is an ambiguity in the Contract Documents, Contractor shall request an interpretation from the Contract Administrator. Contractor Administrator shall issue a written clarification or interpretation. If Contractor believes that a written clarification or interpretation justifies an increase in the contract price or an extension of the contract time and the parties are unable to agree on the amount or extent thereof, Contractor may make a claim therefore.

11.3. CHANGE ORDER

The Contract Administrator may authorize or require variations in the work from the requirements of the Contract Documents so long as it is in writing. Contractor shall perform the work involved promptly. If Contractor believes that such a change order justifies an increase in the contract price or an extension of the contract time and the District and Contractor are unable to agree as to the amount or extent thereof, Contractor may make a claim therefore.

11.4. UNIT PRICING

If the contract was based on unit pricing, the Contract Administrator will determine the actual quantities and classifications of unit price work. The Contract Administrator's written decisions thereon will be final and binding upon Contractor unless Contractor delivers to Contract Administrator written notice that Contractor disputes said decision and the reasons therefore as required below.

11.5. CLAIM PROCEDURE

For purposes of this paragraph, "claim" shall be defined as set forth in Public Contracts Code Section 20104(b)(2). Claims shall be presented in writing and include the documents necessary to substantiate the claim. Claims must be filed with the Contract Administrator no later than thirty (30) days after the occurrence of the event giving rise thereto or denial of the change order, whichever occurs last. The form of said claims shall be the same as is required by Government Code Sections 910 and 910.2.

Public Contract Code §9204, as enacted by AB 626, establishes a claim resolution process required for public works projects. In the event of any conflict between the provisions this Contract and Public Contract Code §9204, the provisions of Public Contract Code §9204 shall prevail.

11.6. CLAIMS UNDER $50,000

If the claim is under $50,000, District shall respond in writing to Contractor within forty-five (45) days of receipt of Contractor's claim or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contracts Code Section 20104.2, upon mutual agreement of the District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

11.7. CLAIMS OVER $50,000

For claims over $50,000 and less than or equal to $375,000, District shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contracts Code Section 20104.2, upon mutual agreement of District and Contractor. The District's written response to the claim, as further documented, shall be submitted to Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater

11.8. MEET AND CONFER

If Contractor disputes District's written response, or District fails to respond within the time prescribed above, Contractor may so notify District, in writing, either within fifteen (15) days of receipt of District's response or within fifteen (15) days of District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer with such District representatives as the Board of Directors directs for settlement of the issues in dispute. Upon such demand, District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

11.9. APPEAL TO BOARD OF DIRECTORS

If following the meet and confer conference the claim or any portion remains in **dispute, if Contractor desires to pursue Contractor's claim/demand for further** compensation, Contractor shall be required to file a claim with the Board of Directors pursuant to procedures set out in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. All claims filed with the Board of Directors pursuant to the Government Code shall be filed within ninety (90) days of the denial of the original claim by the District representative. The running of the period of time within which a claim under the Government Code must be filed shall be tolled by any period of time utilized by the meet and confer conference. Any lawsuit which Contractor intends to bring with respect to any claim filed pursuant to the Government Code which claim has been denied by District must be commenced not later than six months after the recording of the notice of completion or not later than six months after the date final payment is deposited in the mail or personally delivered, whichever date comes first.

11.10. DOCUMENTATION

For every claim that Contractor makes, it shall provide the following documentation upon request of District as a condition precedent to consideration of the claim: Contractor's bidding calculations forms, cost estimates, time sheets, trend reports, job cost analysis records, labor records, as-built documents, any other records used by Contractor in arriving at its bid price, and any other documents or records kept by Contractor during the course of construction. In the event that claims are made, Contractor agrees that District shall have the right to conduct a complete audit of the books and records of Contractor relating to this project and any books and records relating to overhead, profit or general office expenses charged to this project.

11.11. DOCUMENTATION

For every claim that Contractor makes, it shall provide the following documentation upon request of District as a condition precedent to consideration of the claim: Contractor's bidding calculations forms, cost estimates, time sheets, trend reports, job cost analysis records, labor records, as-built documents, any other records used by Contractor in arriving at its bid price, and any other documents or records kept by Contractor during the course of construction. In the event that claims are made, Contractor agrees that District shall have the right to conduct a complete audit of the books and records of Contractor relating to this project and any books and records relating to overhead, profit or general office expenses charged to this project.

11.12. CONTRACT ADMINISTRATOR NOT RESPONSIBLE

Notwithstanding the above, Contract Administrator shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents. Contract Administrator shall also not be responsible for the acts or omissions of Contractor or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work.

11.13. APPEAL TO BOARD OF DIRECTORS

If following the meet and confer conference the claim or any portion remains in dispute, if Contractor desires to pursue Contractor's claim/demand for further compensation, Contractor shall be required to file a claim with the Board of Directors pursuant to procedures set out in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. All claims filed with the Board of Directors pursuant to the Government Code

shall be filed within ninety (90) days of the denial of the original claim by the District representative. The running of the period of time within which a claim under the Government Code must be filed shall be tolled by any period of time utilized by the meet and confer conference. Any lawsuit which Contractor intends to bring with respect to any claim filed pursuant to the Government Code which claim has been denied by District must be commenced not later than six months after the recording of the notice of completion or not later than six months after the date final payment is deposited in the mail or personally delivered, whichever date comes first.

11.14. DOCUMENTATION

For every claim that Contractor makes, it shall provide the following documentation upon request of District as a condition precedent to consideration of the claim: Contractor's bidding calculations forms, cost estimates, time sheets, trend reports, job cost analysis records, labor records, as-built documents, any other records used by Contractor in arriving at its bid price, and any other documents or records kept by Contractor during the course of construction. In the event that claims are made, Contractor agrees that District shall have the right to conduct a complete audit of the books and records of Contractor relating to this project and any books and records relating to overhead, profit or general office expenses charged to this project.

11.15. CONTRACT ADMINISTRATOR NOT RESPONSIBLE

Notwithstanding the above, Contract Administrator shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents. Contract Administrator shall also not be responsible for the acts or omissions of Contractor or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work.

12. PAYMENTS:

12.1. SCHEDULE OF VALUES

The schedule of values established for the work will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to District. Progress payments on account of unit price work will be based on the number of units completed.

12.2. PROGRESS PAYMENT

Once each month District shall cause an estimate to be made covering the work completed as of the date of the estimate. No materials shall be paid for until incorporated into the work. The amount of retention with respect to progress payments will be five percent (5%).

12.3. AMOUNTS OF PROGRESS PAYMENTS

Prior to completion, progress payments will be in an amount equal to:

12.3.1. NINETY-FIVE PERCENT (95%) OF COMPLETED WORK. Ninety-five percent (95%) of the work completed, and

12.3.2. NINETY-FIVE PERCENT (95%) OF STORED MATERIALS. Where applicable pursuant to the above, ninety-five percent (95%) of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

12.3.3. CONTRACT BALANCE. Thirty (30) days after recordation of a notice of completion by the District, District will pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the contract price, less such amounts as District shall determine in accordance with this contract. District reserves the right to retain such funds as it shall determine in accordance with the Contract Documents to complete the work.

12.3.4. ESCROWED SECURITY ALTERNATION. The Contractor may elect to receive one hundred percent 100% of payments due under this contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with District in accordance with the provisions of Section 4590 of the *California Government Code*. Securities eligible for investment shall include those listed in Section 16430 of the *California Government Code*, or bank or savings and loan certificates of deposits. Such securities, if deposited by the bidder, shall be valued by District whose decision on the valuation of the securities shall be final. The bidder shall be the beneficial owner of any securities substituted for money withheld and shall receive

any interest thereon. Said deposited funds shall be covered by an escrow agreement in a form approved by the District.

12.4. CONTRACTOR'S WARRANTY OF TITLE

Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to District no later than the time of payment free and clear of all liens.

12.5. PAYMENT OF PROGRESS PAYMENT

District will submit each progress pay estimate to Contractor. Upon receipt back from Contractor of a signed copy of the pay estimate, District shall process the pay estimate for payment. The amount approved by District will become due thirty (30) days after receipt of the signed progress pay estimate. Said payment shall be made by District to Contractor unless District has knowledge of claims or liens filed in connection with the work.

12.6. DISTRICT'S RECOMMENDATION OF PAYMENT

By recommending any payment, Contractor cannot conclude that District represents that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the work in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by District or District to withhold payment to Contractor.

12.7. DISTRICT MAY REFUSE TO MAKE PAYMENT

District may refuse to make payment of the full amount or any part if, in District's opinion, it would be incorrect to make such payment. District may also refuse to make any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in District's opinion to protect District from loss because:

12.7.1. DEFECTIVE WORK. The work is defective, or completed work has been damaged requiring correction or replacement,

12.7.2. REDUCTION IN PRICE. The contract price has been reduced by written amendment or change order,

12.7.3. REQUIRED CORRECTIONS. Contractor has been required to correct defective work or complete work, or

12.7.4. SUSPENSION OR TERMINATION. Of District's actual knowledge of the occurrence of any of the events enumerated in paragraphs relating to suspension of work and termination.

12.7.5. LIENS OR CLAIMS. District may refuse to make payment of the full amount because claims have been made against District on account of Contractor's performance or furnishing of the work or liens have been filed in connection with the work or there are

other items entitling District to a set-off against the amount recommended, but District must give Contractor immediate written notice stating the reasons for such action.

12.8. COMPLETION AND FINAL INSPECTION

When Contractor considers the entire work ready for its intended use, Contractor shall notify District in writing that the entire work is completed. Within a reasonable time thereafter, District and Contractor shall make an inspection of the work to determine the status of completion. If District does not consider the work complete, District will notify Contractor in writing giving the reasons therefor. If District considers the work incomplete, District will prepare and deliver a list of items to be completed or corrected before final payment. Contractor shall immediately take such measures as are necessary to complete or correct the listed items.

12.9. ACCEPTANCE AND FINAL APPLICATION FOR PAYMENT

After Contractor has completed all such measures to remedy deficiencies to the satisfaction of District and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents, property owner's releases and other documents, all as required by the Contract Documents, and after District has indicated that the work is acceptable, Contractor may make application for final payment. The final application for payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to District) of all liens and stop notices arising out of or filed in connection with the work. In lieu thereof and as approved by District, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which District or District's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish are lease or receipt in full, Contractor may furnish a bond or other collateral satisfactory to District to indemnify District against any lien.

12.10. FINAL PAYMENT

If, on the basis of District's review of the final application for payment and accompanying documentation, all as required by the Contract Documents, District is satisfied that Contractor's obligations under the Contract Documents have been fulfilled, District will, within ten days after receipt of the final application for payment, process the application for payment. Otherwise, District will return the application to Contractor, indicating in writing the reasons for refusing to make final payment, in which case Contractor shall make the necessary corrections and resubmit the application. Thirty (30)

days after presentation to District of the application and accompanying documentation, in appropriate form and substance, or thirty (30) days after recording of a Notice of Completion, whichever date is later, the amount will become due and will be paid by District to Contractor.

12.11. CONTRACTOR'S CONTINUING OBLIGATION

Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither the issuance of a certificate of substantial completion, nor

any payment by District to Contractor under the Contract Documents, nor any use or occupancy of the work or any part thereof by District, nor any act of acceptance by District nor any failure to do so, nor any review and approval of a shop drawing or sample submission, nor the issuance of a notice of acceptability, nor any correction of defective work by District will constitute an acceptance of work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents.

13. ARBITRATION:

For claims under $375,000, District shall have the option of electing arbitration pursuant to Public Contracts Code Sections 10240, et seq. If District does not so elect, the provisions of Public Contracts Code Section 20104 shall apply. For claims which are above $375,000, the arbitration provisions of this contract are voluntary. Neither District nor Contractor shall be required to enter into arbitration for amounts above $375,000. Written consent of both parties to arbitrate such claims shall be a prerequisite to such arbitration. If the parties agree to arbitrate claims above $375,000, the provisions of Public Contracts Code Sections 10240, et seq. shall be utilized.

14. WORKER'S COMPENSATION CERTIFICATION:

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this contract.

15. PREVAILING WAGE RATES:

In accordance with the provisions of Section 1770 and 1773 of the Labor Code, the District has determined the general prevailing rate of wages applicable to the work to be done. These rates are attached to this agreement. The Contractor shall post a copy of the wage rates on the job site. Pursuant to California Labor Code Section 1775, Contractor shall forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft and said amounts shall be distributed pursuant to the requirements of said Section 1775. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

In accordance with the provisions of Section 1813 of the California Labor Code, Contractor will be subject to the forfeiture of twenty-five dollars ($25) per worker employed in the execution of the contract by the Contractor or subcontractor for each day said worker is required or permitted to work in excess of eight hours in any one calendar day and/or forty hours in any calendar week, except as provided in Section 1815 of the California Labor Code.

The contractor must comply with the minimum rate for wages for laborers and mechanics as determined by Secretary of Labor in accordance with provision of the Davis- Bacon and Related Acts

16. EMPLOYMENT OF APPRENTICE LABOR:

Reference is hereby made to Section 1777.5 of the Labor Code of the State of California, which regulations shall govern the employment of apprentices on the work. Compliance with said Section shall be the responsibility of the Contractor.

17. COLLECTIVE BARGAINING AGREEMENTS:

Pursuant to California Labor Code Section 1773.8, Contractor shall pay travel and subsistence payments to any workers covered by applicable collective bargaining agreements which provide for such payments.

18. PAYROLL RECORDS:

Contractor shall be responsible for keeping accurate payroll records as required by California Labor Code Section 1776. Contractor is aware that a penalty of twenty-five dollars ($25.00) per day or portion thereof for each worker may be assessed for noncompliance with said section. Contractor shall forward to District a certified copy of each payroll record within ten days after close of each payroll period. An additional ten percent (10%) retention may be withheld from any payment due for failure to provide same.

No Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No Contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION:

During the performance of this contract, the Contractor agrees to abide by all provisions of Section 1735 of the California Labor Code, as amended, regarding nondiscrimination practices.

20. ASSIGNMENT:

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

21. CONFLICT OF INTEREST RESTRICTIONS:

No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the District who is authorized in such capacity and on behalf of the District who is in any

legislative, executive, supervisor, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

22. WAIVER OF RIGHTS:

No action or lack of action on the part of District at any time to exercise any right or remedy conferred upon it under this contract shall be deemed to be a waiver on the part of the District of any of District's other rights or remedies.

23. SUCCESSORS IN INTEREST:

District and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

24. SEVERABILITY:

If any provision to this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions, and the remainder of this contract shall not be affected by such declaration or finding, and each provision not so affected shall be enforced to the fullest extent permitted by law.

25. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and cancelled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit District to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises, or, at District's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any moneys erroneously charged. If District ascertains that it has been billed erroneously by Contractor for an amount equaling five percent (5%) or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

26. NOTICE:

Notices shall be given to District at the following location:

If to "District":

Board of Directors
North SanJuan Fire Protection District

P. O. Box 299
North San Juan CA 95960

With a copy to:

Fire Chief
P.O. Box 299
North San Juan, CA 95960

If to "CONTRACTOR":

Contractor DBA
Address

27. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in County of Nevada, California.

North San Juan Fire Protection District

PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The North San Juan Fire Protection District, hereafter referred to as "Obligee", has awarded to Contractor _, hereafter designated as the "Principal", a contract for the work described as follows:

PROJECT NAME: Station 3 Bay Addition

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.
NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars ($ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.
This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should

_____

be sent to the surety at the following address:

_____

Principal

_____

_____

Surety **(SEAL)**

_____ _____

_____

By: Attorney-in-Fact NOTE:

Signatures of those executing for the surety must be properly acknowledged.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California
District of _____)

On _____ before me, _____
(insert name and title of the officer) personally
appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

North San Juan Fire Protection District

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the North San Juan Fire Protection District, has awarded to Contractor __, hereafter designated as the "Contractor", a contract for the work described as follows:

PROJECT NAME: Station 3 Bay Addition

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the District of _____ in the sum of $ _____ dollars ($ _____), to be paid to said District or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the District of _____, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____

_____

_____

_____

_____

_____

_____ Contractor

_____

Name of Surety **(SEAL)**

_____

By: Attorney-in-Fact NOTE:

Signatures of those executing for the surety must be properly acknowledged.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California
District of _____)

On _____ before me, _____
(insert name and title of the officer) personally
appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

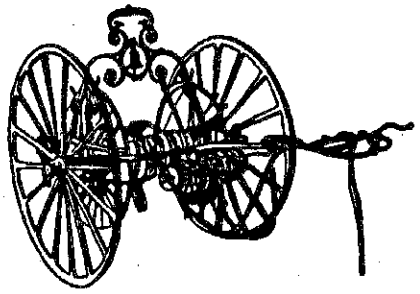
Signature _____

(Seal)

8.C

Updated Employment Contract
Finance and Facilities Manager

EMPLOYEE COPY



NORTH SAN JUAN
FIRE PROTECTION DISTRICT

AMENDED FINANCE AND FACILITIES MANAGER EMPLOYEE AGREEMENT

This Employment Agreement ("Agreement") is made effective as of April 1, 2026 by and between North San Juan Fire Protection District ("Employer") and Rhoda Lynn McGarva ("Employee") who shall collectively be known herein as "the Parties".

RECITALS:

The parties agree as follows:

EMPLOYMENT

Employer shall employ Employee as Finance and Facilities Manager as defined in Board Policy 1301.3 with principal duties as described in Board Policy 1605.3, see Attachment A. Employee accepts and agrees to such employment, subject to the general supervision, advice, and direction of Employer and the Employer's supervisory personnel. Employee shall also perform such other duties as are customarily performed by an employee in a similar position, and such other and unrelated services and duties as may be assigned to Employee from time to time by Employer. Employee is hired on a part-time basis for 15-20 hours per week on average over each month.

TERM

Employee's employment under this Agreement shall be for an unspecified term on an "at-will" basis, meaning that Employer or Employee can terminate the employment relationship for any reason, with or without good cause or reason. Advanced notification of termination by either party shall be in writing with at least ten business days notice given to the other party. In the event Employer terminates this employment without good cause, Employer shall pay Employee two weeks' compensation (30 hours).

COMPENSATION

As compensation for the services provided by Employee under this Agreement, Employer will pay Employee an hourly rate as negotiated periodically between the Employer and the Employee and subject to Board policy and the salary schedule. Payment will be made in accordance with Employer's usual payroll procedures.

PAID TIME OFF (PTO)

Employee is eligible for Bereavement Pay not to exceed 40 hours following the death of an immediate family member (parent, child, sibling, partner), to be used within one year of time of death.

Employee is eligible for Vacation Pay in the amount of 40 hours during their employment year. Employee's employment year begins on their start date. Vacation Pay does not carry over from year to year and cannot be cashed out upon Employee's termination/resignation.

REIMBURSEMENT FOR EXPENSES

Employee shall be reimbursed for ordinary business expenses, travel, training, and mileage at the approved reimbursement rate.

CONFIDENTIALITY

The Finance and Facilities Manager is a confidential position with access to all District business, files, data, correspondence, and personnel information. Employee shall be subject to state laws governing confidentiality and shall exercise discretion and good sense in handling the District's affairs so as to maintain confidentiality.

COMPLIANCE WITH EMPLOYER'S RULES

Employee agrees to comply with all of the rules and regulations of Employer as stated in the Districts Organizational Manual.

ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, oral or written. This agreement supersedes any prior written agreement between the parties.

AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and is signed by both Employee and Employer. No officer or employee has any power to modify or amend this Agreement in any other way.

SEVERABILITY

If any provision of this Agreement is ruled to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting each provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as solicited.

EMPLOYEE COPY

ATTORNEY FEES

If any legal action based in contract law is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

MODIFICATIONS

This Agreement may be modified, superseded or voided only if written, approved and signed by both Employee and Employer.

EFFECT OF WAIVER

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

APPLICABLE LAW

This agreement shall be governed by the laws of the State of California.

Dated: _____ _____

Samantha Hinrichs, Chair

Dated: _____ _____

R. Lynn McGarva

8.D

Structure Fire Turnout Purchase

ALL STAR Fire Equipment Inc.

**When Paying with a Credit Card, a 2.5% Fee Will Be Charged*

12328 Lower Azusa Road
Arcadia, CA 91006
(626) 652-0900

2613 Barrington Court
Hayward, CA 94545
(510) 887-6295

SALES QUOTE
NSJFPD0325
Written By
Adriana Cruz

Bill To: North San Juan FPD
13200 Tyler Foote Rd.
Nevada City, CA 95959

Ship To: Same-
Attn: Cameron Shay
10057 Reservoir St.
North San Juan, CA 95960

Phone: 530-263-9660 Email: cameronwshay@gmail.com

Date		Date Required	Cust. Order #	Tax Exempt #	Terms	F.O.B.	Salesperson	Ship Via
3/25/2026					Net 30	Destination	Sisco	Drop Ship

Quantity	U/M		Description	Price	Amount
10	ea		Lion Turnout V-Force Bi-Swing Coat with K7 ISODRI Traditional Liner, Glide Ice, CROSSTECH BLACK, Armor AP, 6.5oz., **Khaki**, per North San Juan FPD custom specs., **PSGQ32911**	1,797.82	17,978.20
10	pr		Lion Turnout V-Force Pant with K7 ISODRI Traditional Liner, Glide Ice, CROSSTECH BLACK, Armor AP, 6.5oz., **Khaki**, per North San Juan FPD custom specs., **PSGQ32911**	1,197.67	11,976.70
10	ea		Lion/Thorogood **804-6369** QR14 Hi-Vis Leather Turnout Boot	345.00	3,450.00
10	ea		Lion **HD395146** RedZone Particulate Barrier Hood, **Tan**	124.00	1,240.00
10	ea		Lion **LPG827BG=10** Defender Structure Glove	99.00	990.00
10	ea		Lion **LFH8121S-QuickClean** Traditional NFPA Fiberglass American Legend with ESS FirePro Goggles, **Black**	441.00	4,410.00
			This Quote is valid until 5/15/2026. Subtotal		$40,044.90
			Service Fee	2.5%	$0.00
			Sales Tax	7.500%	$3,003.37
			Freight		$80.00
			Total		$43,128.27