

**AGENDA**  
**EL DORADO HILLS COUNTY WATER DISTRICT**  
**(FIRE DEPARTMENT)**  
**BOARD OF DIRECTORS**  
**EIGHT HUNDRED FOURTY FIFTH MEETING**  
**(A Special Meeting)**  
**Monday, April 4, 2022**  
**3:15 p.m.**  
**(1050 Wilson Blvd., El Dorado Hills, CA)**

**ATTENTION**

*Residents planning to address the Board of Directors at this Board meeting: due to the concerns about the COVID-19 virus, we respectfully ask if you are feeling ill for any reason not to attend in person.*

*Anyone who would like to participate in the meeting via Zoom may use the link or conference line below:*

*Zoom Webinar Video Conference link:*

<https://us02web.zoom.us/j/84788306620?pwd=UTJwYlJ4MEVGaGdJR09QWWc3ZjBjUT09>

*Meeting ID: 847 8830 6620*

*Passcode: 693937*

*Conference Dial in:*

*1-669-900-9128*

*Please submit your comments in writing to [inquiries@edhfire.com](mailto:inquiries@edhfire.com) and they will be entered into the public record. If you are healthy and choose to attend the meeting, we ask that you maintain a six-foot buffer between you and others, as suggested by the State Department of Public Health.*

**NOTE**

*If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the Board Clerk at 916-933-6623; ext. 1038, at least two (2) days prior to the meeting.*

- I. Call to Order
- II. Pledge of Allegiance
- III. Oral Communications
  - A. Any person wishing to address the Board on any item that is not on the Agenda may do so at this time. No action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three minutes per person and twenty minutes for all comments unless otherwise authorized by the Board.
- IV. New Business
  - A. Review and approve RFQ for a lake rescue boat
  - B. Review and approve Resolution 2022-03 of the Board of Directors to execute its statutory authority to abate weeds on properties which said weeds constitute a public nuisance
  - C. Review and approve updated public salary schedule
  - D. Review and approve construction management contract amendment with Roebbelen
  - E. Discuss COVID related leave for District employees
- V. Old Business
  - A. Review and discuss shared services agreement with Rescue Fire Protection District
- VI. Adjournment

*Note: Action may be taken on any item posted on this agenda.*

***This Board meeting is normally recorded.***



# El Dorado Hills Fire Department

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1050 Wilson Blvd. • El Dorado Hills, CA 95762 • Phone (916) 933-6623 • Fax (916) 933-5983

**Maurice Johnson**  
Fire Chief

**DATE:** April 4, 2022  
**TO:** Board of Directors  
**AGENDA ITEM:** Item IV-A  
**SUBJECT:** Special Operations (Rescue) Lake Boat

## TOPIC

Staff seeks Board authorization to post a Request for Quotation (RFQ) for the purchase of a Lake Boat.

## SUMMARY/DISCUSSION

Annually, the Department responds to multiple requests for service from the public while on Folsom Lake. The Department has a substantial jurisdictional boundary along Folsom Lake's shore. Over the years, the Department has provided resources to properly train personnel so that the Department is in a state of readiness and capable of responding to incidents involving static and dynamic water.

The lake boat will ensure the safety of Department personnel while involved in these types of incidents. This resource will also provide the necessary response platform and better equip personnel for all types of weather, night or day.

The Lake Boat was approved by the Board of Directors in the 2021/22 Final Budget.

## FISCAL IMPACT

There is \$218,413 secured in the 2021/22 Final Capital Assets Budget for the purchase of lake boat. 100% of this project will be funded with Development Fee funds. Staff does not anticipate exceeding the budgeted amount on this purchase.

## RECOMMENDATION

Staff respectfully recommends the Board approve posting/releasing of the RFQ.

Submitted by:

Dustin Hall  
Deputy Chief – Operations

Approved by:

Maurice Johnson  
Fire Chief

**EL DORADO HILLS  
FIRE DEPARTMENT**

Issued: April 5, 2022



**REQUEST FOR QUOTATION (RFQ)**

In-Board, Open Bow, 23' Jet Boat with Trailer

Deadline for Submission of Proposals:

**May 25, 2022, 2:00 p.m.**

For an electronic version of this Request for Quotations, go to:

<https://edhfire.com/>

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- EXHIBIT B - GENERAL REQUIREMENTS

## I. STATEMENT OF WORK

### A. SCOPE

It is the intent of these specifications, terms, and conditions to describe the requirement to furnish and deliver to El Dorado Hills County Water District (The District), Station 85, 1050 Wilson Blvd. El Dorado Hills, CA 95762, one (1) In-Board, Open Bow, 23' Jet Boat with Trailer, or pre-approved equal, as specified within.

The requirement will be an aluminum-hulled vessel with rub strake on the sides, complete with trailer, suitable to perform Search & Rescue, and Fire Suppression functions on Folsom Lake and the South Fork of the American River.

The District intends to award a contract to the lowest responsible bidder whose response meets the District's requirements.

### B. BIDDER QUALIFICATIONS

1. Bidder Minimum Qualifications
  - a. Bidder, bidder's principal, or bidder's staff shall have been regularly engaged in the business of providing heavy-duty aluminum boats for at least ten (10) years.
  - b. Bidder shall be an authorized manufacturer, dealer, or provider.
  - c. Bidder shall possess all permits, licenses, and professional credentials necessary to supply products and perform services as specified under this RFQ.

### C. SPECIFIC REQUIREMENTS

1. Approved Model:
  - a. For Item 1 = In-Board, Open Bow, 23' Jet Boat
  - b. For Item 2 = Appropriate Trailer to haul/launch Item 1 above
  - c. Or other pre-approved equal(s)

All products shall be in new and unused condition and shall be of the most current and up to date model.

#### **Vehicle Safety, Design and Emissions**

All vehicles sold to the District shall comply with all applicable motor vehicle rules and regulations within the State of California, including but not limited to the requirements of the California Vehicle Code (CVC), California Code of Regulations-Title 13, and Code of Federal Regulations-Title 49. Vehicles shall comply with all Federal and State rules, regulations, and safety standards which were in effect at the date of delivery to the District, and which are

applicable to the District's planned usage as stated in this RFQ. Unless otherwise noted in this RFQ, all vehicles shall meet the 50-State emissions requirements that allow the resale of these vehicles to the general public as originally equipped.

## D. SPECIFICATIONS

### A – GENERAL DESCRIPTION:

- A1** It is the intent of this specification to describe an aluminum-hulled vessel with rub strake on the sides, complete with trailer, suitable to perform Search & Rescue as well as Fire Suppression functions on Folsom Lake and the American River. The vessel must be stable and highly maneuverable at all speeds in various wind, water-depth, or wave conditions which are normally encountered on the waterways where the vessel will be in use. These wave conditions may vary from flat to 2' to 3' choppy waves. The sections of the American River where operations will occur include whitewater with rapids up to Class III. The vessel will operate in and around very shallow water, including gravel/sand bars and other obstacles and hazards that are consistent with Sierra Nevada rivers and lakes. The construction and materials of this vessel shall be designed and built to be heavy-duty while providing exceptional performance and long-term durability. An All-Risk Fire Department will use this vessel in the performance of a wide variety of emergency operations such as routine training and patrol, work duties include towing, search & rescue (including recoveries), fire suppression (both on-water and off-water), watercraft accidents, personnel, and citizen evacuations, and medical aids. The vessel will be kept in a mission-ready condition and in an in-service in any weather condition for 365 days per year.
- A2** It is intended that the manufacturer when selecting components, materials, and design practices for the specified vessel, will use those which are the best available in the industry for the type of operation and conditions for which the vessel will be subjected. All components, materials, and design practices will be selected to give maximum performance, service life, and safety.
- A3** The term "**heavy-duty**" as used in these specifications ***shall*** mean that the item to which the term is applied ***shall*** exceed the usual quantity, quality, or capacity supplied with the standard production unit(s) and it ***shall*** be able to withstand the unusual strain, exposure, temperature, wear and use.
- A4** Vessel ***shall*** be constructed of "new" marine grade aluminum and designed for shallow river and lake functions.
- A5** The length of this vessel ***shall*** be a minimum and a maximum of twenty-three feet (23') with a minimum of eighty-five inches (85") bottom width. The centerline length ***shall not*** include the dive platform.
- A6** The hull design ***shall*** be a 14-degree tapered radius design.
- A7** The hull ***shall*** include a strike or impact pad on the bottom, running from bulkhead to transom (full radius at the transom).
- A8** General construction ***shall*** be considered a landing craft (open bow) style.

- A-9** There shall be a non-skid, aluminum self-bailing deck constructed approximately 4" above the floor.
- A-10** Propulsion ***shall*** be accomplished utilizing a marine gas engine complete with water jet propulsion unit equipped with a stainless steel or turbo impeller.
- A-11** A super welded T-Top console with steering/helm, control functions, with slant forward windshield in the center of the vessel. Storage area(s) shall be included as part of the console.
- A-12** All edges and surfaces that may come in contact with hands or feet ***shall*** be smooth or rounded, including but not limited to storage boxes, side trays, cabin, engine cover, etc. Any rough or unfinished edges will not be acceptable.

**B - BID REQUIREMENTS:**

- B-1** Bids must include all costs of the finished vessel with all components listed herein, including labor, materials, and all other costs for a completely operational vessel upon receipt. The bid ***shall*** include any freight.
- B-2** All work done, when and where governed, must comply with current United States Coast Guard (USCG), National Marine Manufacturers Association (NMMA), and American Boat and Yacht Council regulations (ABYC).
- B-3** The successful bidder must be a recognized manufacturer of heavy-duty aluminum watercraft who has been in business continuously for a minimum of 10 years to the bid opening date.
- B-4** All equipment and components listed as standard by the manufacturer for the model quoted ***shall*** be furnished whether or not such items are detailed herein (e.g., special wrenches, tool kits, jacks adequate to safely lift the vessel when loaded to rated capacity, spare trailer tire, etc.)
- B-5** Specifications listed on the following pages are written with the intent to meet all applicable laws, rules, and regulations, but the final certification to comply ***shall*** rest with the Vendor and not the District. Should our requirements not comply, the manufacturer shall contact the District immediately to refigure and have the District revise the specifications to meet all laws, rules, and regulations (Refer to California Vehicle Code and B-2) where it applies to items such as the ratings of axles, tires, rims, brakes, batteries, cooling capacity, etc.
- B-6** The District will not accept any part, component, or system which is not an established standard product of the bidding manufacturer (e.g., "prototypes", "experimental", etc.)
- B-7** Warranties will include:  
*Engine and pump/IO = full manufacturer's warranty*  
*Hull = minimum 10 years on materials and, workmanship*  
*Equipment = manufacturer's warranty or California Laws*
- B-8** Supplier will notify the District of various stages of construction. The primary purpose of the

inspections will be to assure compliance with all designs, specifications, and installation instructions.

- B-9** The successful bidder **shall** deliver the completed vessel and trailer to a location designated by the District.
- B-10** The Successful bidder **shall** provide a minimum of eight (8) hours of time to instruct designated District personnel how to operate and maintain the completed boat and trailer at a location agreed upon by the manufacturer and District.
- B-11** Owner/operator and service manual **shall** accompany the vessel and trailer upon delivery.
- B-12** A complete service and repair manual for the vessel, including the engine and jet propulsion unit, **shall** accompany the vessel and trailer upon delivery.
- B-13** A complete parts manual for the vessel, including engine and jet propulsion unit, **shall** accompany the vessel and trailer upon delivery.
- B-14** The original dealer's Report of Sale **shall** be furnished to the District at the time of delivery of the vessel.
- B-15** The Vendor and District will determine an appropriate time frame for delivery of equipment.
- B-16** There **shall** be an agreement by all parties to this contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the time period as set forth in this contract, the damage will be sustained by the District, and that it is and will be difficult or impossible to ascertain and determine the actual damage which the District will sustain in the event of and by reason of such delay; and it is therefore agreed that Vendor **shall** pay to the District the sum of one hundred dollars (\$100) per calendar day for each and every working day of delay in finishing the work in excess of the time period prescribed; and the Vendor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the District may deduct the amount thereof from any money due that may become due Vendor under this contract of any other contract between the District and the Vendor.
- B-17** The Vendor shall **not** be assessed with liquidated damages during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the District, fire, floods epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather due to such causes, provided that the Vendor shall, within ten (10) days from the beginning of any such delay, notify in writing of the cause of the delay, who shall then ascertain the facts and the extent of the delay, and the District's findings of the facts thereon shall be final and conclusive.



## **C - DESIGN AND CONSTRUCTION REQUIREMENTS:**

- C-1** The material and equipment used in the construction **shall** be new. The hull **shall** be constructed of heavy-duty, high-grade marine aluminum alloy and **shall** meet the appropriate Federal and Industry standards for material and installation. The aluminum **shall** be a minimum of .250" thickness for the bottom and .190 for the transom, .125" thickness for the sides, and .160" thickness for the Box Girder.
- C-2** Hull **shall** be a hard chine V tapered radius in design with a minimum centerline length of twenty-three (23') and a maximum centerline of twenty-five (25'), excluding dive platform.
- C-3** The bottom Vee **shall** have a deadrise of fourteen (14) degrees at the planning surface, including the intake shoe and transition forward of the radius intake shoe, or such other degree mutually agreed upon in writing.
- C-4** All hull frame and stiffener connections **shall** be welded continuously inside and outside on all seams, stress-free. Riveted connections **shall not** be considered acceptable.
- C-5** The sides and bottom will meet at a modified open bow.
- C-6** The tapered radius is to extend from the bow to the transom.
- C-7** The hull will be assembled using a shaped and slotted formed extrusion between the sides and the bottom (chine) and the sides and the top (gunwale and foredeck) or an assembly system of equal and approved design by NMMA. All welds are to be continuous, both inside and outside the hull.
- C-8** Heavy-duty bow chocks **shall** be securely welded to the hull.
- C-9** The bottom will be hard chine, and with six (6) lifting strakes welded on the bottom of the boat designed with the internal T-bar support within the strakes. The bottom width **shall** be appropriate to the size, shape, weight, and intended use of the vessel as stated by the District.
- C-10** The gunwale top section **shall** be a flat surface between eight (8) to ten (10) inches wide with appropriate cowling to allow water to run off without entering the vessel.
- C-11** The sides (gunwales) **shall** be thirty-two inches in height and will include a hybrid collar with rub stake on the sides.
- C-12** The beamwidth **shall** be one hundred and two inches (102") and the bottom width eighty-five inches (85") or such other width as mutually agreed upon in writing.
- C-13** All fasteners utilized in constructing or attaching equipment to this vessel **shall** be aluminum or 300 series stainless steel and consistent with standard marine construction practices. If the bidder uses stainless steel, the fasteners **shall** be insulated from aluminum.

- C-14** Two (2) welded bow eyes three inches (3") apart and two (2) stern eyes, one welded to each side of the transom suitable for use in towing.
- C-15** A minimum of a four-inch (4") to a maximum of six (6") high aluminum handrail **shall** be welded on top of the gunwale on each side. It shall go from the stern a minimum of three (3) feet along the gunwale.
- C-16** There **shall** be the same type of handrail along each side of the bow, beginning at the front on each side. This rail **shall** include openings at two points for persons boarding on per side.
- C-17** There **shall** be three (3) 8" heavy-duty, open-based cleats that will be backed and welded or backed and through-bolted on the gunwale on each side. There **shall** also be one (1) 8" marine-grade aluminum cleat mounted on the bow.
- C-18** The windshield framing **shall** be slant forward welded construction with full support braces with a walk-around to the open bow. All window glass **shall** be clear safety glass.
- C-19** All bulkhead doors and hatch covers will be framed with one inch (1") aluminum alloy channel.
- C-20** The color **shall** be red. Markings or wording are required on the hull sides to be specified by the District. There will be no bottom paint.
- C-21** Aluminum "Tow Bit/Christ pole" (3 ½ " aluminum) **shall** be welded to the centerline at the transom. It **shall** be capable of towing large vessels without undue stress.
- C-22** Two (2) Aluminum "Tow Bit/Christ pole" (3 ½ " aluminum) **shall** be welded to both sides atop the gunnels towards the front of the vessel. They **shall** be capable of withstanding the pressures without undue stress while the vessel is being pulled/towed by another vessel.
- C-23** A dive platform/pump protector is to run the full width of the transom and be constructed of a minimum of 1.5" aluminum tubing. The platform will be covered with aluminum diamond plating, extending a minimum of thirty inches (30") behind the transom at the center. This platform should be designed with eyes or rings to aid in the securing of large items upon it (i.e. full body bag, etc.) with rope or tie-down straps.
- C-24** The dive platform **shall** be located as close to the waterline as practical.
- C-25** A welded/fold-up swim ladder and grab handle **shall** be located as close to the waterline as practical.
- C-26** A fire pump shall be installed in front of the center console. Shall be secured to the decking, so the pump does not move during boating and fire suppression operations. The pump model to be installed will be specified and provided by the District.
- C-27** Fuel supply for the pump shall be a direct feed from the vessels fuel tank where possible

- C-28** A remote start/stop and pump primer switch shall be installed on the center console dash. The bidder will install a pump throttle control knob and a pump pressure gauge shall be installed on the center console dash.
- C-29** A hard suction/draft hose shall be installed from the suction side of the pump through the bottom of the boat for continuous water flow during fire suppression operations. Draft hose to be installed will be specified and provided to the Vendor by the District.
- C-30** A fire suppression turret or deluge gun shall be installed to the front of the boat on one side of the gunnel. Plumbing for the turret shall be installed from the discharge side of the pump under the floor and through the gunnel directly into the turret. Turret/Deluge gun to be installed will be specified and provided to the Vendor by the District.
- C-31** A cover with an adequate door shall be installed over the pump to hide it from the elements when not in use. This cover shall have access doors to assist in the ventilation when the pump is in use. The cover shall be insulated to help with dampening the noise. The top of this cover shall act as a two-person bench seat when the pump is not in use. The bench seat will be fabricated similar size, shape, and construction as the driver's bench seat. A cushion shall be mounted to the front side of the center console to act as a backrest.

#### **D - ELECTRICAL REQUIREMENTS:**

- D-1** All hoses, wires, and pipes shall be routed to be clear of all heat sources and shall be routed, secured, or otherwise protected from any present or potential source of snags, abrasions, or sharp edges.
- D-2** All wiring shall be protected from corrosion.
- D-3** Vessel shall consist of a 12-volt, negative ground electrical system. Two (2) heavy-duty RV marine batteries with a minimum of 650 amperes cold cranking power and heavy-duty cables shall be installed. The battery shall be a **Group 24 Interstate** brand battery or equivalent. Alternators rated for electrical load at idle engine speed RPM. Unit shall maintain all electrical systems while the engine is at an idle in fog or low visibility conditions.
- D-4** Batteries shall be secured inside the transom. The transom will be constructed so there are cabinets port and starboard to accommodate the dual battery system. Cabinet opening should be large enough to accommodate easy removal of batteries. The batteries should be electronically isolated from the hull and easily accessible.
- D-5** All batteries, bilge pumps, and fuel filters are to be contained inside the transom or engine compartment and mounted in such a way as to be readily and easily accessible for service upon opening the transom or engine compartments.
- D-6** Battery receptacle shall be mounted on the interior of the stern and shall include a set of jumper cables.

- D-7** A single heavy-duty battery selector switch **shall** be installed and include four (4) positions: "1, 2, both and Off." This should be mounted in the transom compartment or engine compartment.
- D-8** The battery switch **shall** be easily accessible in a lockable compartment.
- D-9** Minimum #6-gauge cable from the batteries to the dash. One twelve (12) position fuse block is to be mounted under the operator's console, wired directly to the batteries. Each fuse will be labeled for identification.
- D-10** A minimum of five (5) empty fuses/circuits **shall** be installed at the console for future electronic needs.
- D-11** There **shall** be a circuit breaker installed next to each toggle switch on the control console. Toggle switches, Euro-style duty switches shall be rated at 30 amps, resistive with lighted indicator for ON position, and shall be waterproof.
- D-12** There **shall** be a fuse or a conduit breaker with 18" at each end of every power source. All wiring harnesses must meet and NMMA color code for NMMA certification. All electrical items shall be labeled on a panel.
- D-13** A three-way, waterproof ignition switch of the Vendor's choosing, key-operated, **shall** be installed in the dash of the operator's console.
- D-14** Dashboard **shall** consist of the following digital gauges and meters, at a minimum, are to be installed in the console: The instrument panel, which holds all gauges and switches, must be made of aluminum and Teleflex marine instruments or equivalent are to be used.
- \*Hour meter
  - \*Engine oil pressure (audible alarm and warning light and override switch)
  - \*Tachometer
  - \*Volt or amp meter (warning light)
  - \*Fuel level gauge
  - \*Engine water temperature (audible alarm and warning light and override switch)
  - \*Oil Temperature with oil pan sending unit.
- D-15** All gauges **shall** be illuminated with 12-volt lighting, red lights, non-glare with a separate activation switch in the operator's console. All gauges/meters will be illuminated with a dimmer switch on the console.
- D-16** There **shall** be two (2) heavy-duty bilge pumps with a minimum of 1,100 gph (each), chosen by the Vendor. One will be wired directly to the batteries to afford automatic operation with an automatic system. The second pump will have a manual switch at the console.

- D-17** (2) 12-volt power outlets (cigarette style) marine-grade, wired to adequately handle handheld high-power spotlights. Each plug **shall** have a plastic-style cover.
- D-18** Two (2) power outlets **shall** be located at each console.
- D-19** LED style, marine-grade navigational lighting **shall** be provided and comply with international maritime rules and be USCG-approved. The port and starboard bow lights shall be mounted in an area that will maximize the lights visibility. There shall be a white all-around light provided near the stern of the vessel. Two (2) stainless steel docking lights at bow **shall** be installed.
- D-20** Heavy-duty electric bilge blower of appropriate size **shall** be provided and installed, along with natural ventilation. The switch for the bilge blower **shall** be mounted on the operator's console. Provisions for windshield defrosting **shall** be provided with controls on the console.
- D-21** Vendor selected dual heavy-duty windshield wiper(s), with coordinated and self-parking, full panoramic capability for the driver with controls located at the operator's console.
- D-22** The emergency lights **shall** be commercially manufactured for emergency vehicles/vessels. The lights **shall** be LED-style with only red and white lights. Further specifications to be furnished to the bidder by the District.
- D-23** The lights **shall** be made up of red or white lights to meet the USCG requirements for emergency vessels. Further specifications to be furnished to the bidder by the District.
- D-24** A siren/P.A. speaker **shall** be mounted externally in front of the port bulkhead facing forward. Brand and model shall be determined and provided by the District.
- D-25** The On/Off switch for the lights **shall** be a rocker-type mounted on the console, for easy access by the operator.
- D-26** The lights, speaker, and siren/P.A. **shall** be provided and installed by the Vendor. (Reference D-16 through D-16.2)
- D-27** Two (2) District radios, provided by the District, **shall** be installed by the successful bidder.
- D-28** The District will install the two (2) radios and siren controls.
- D-29** The radio antenna(s) **shall** be installed on top of the T-top in a position as to not interfere with operation and emergency situations.
- D-30** Two (2) red LED lights **shall** be provided by the District and installed rear-facing, one on each side of the transom by the bidder/contractor. Whelen TIR3 Series, Model # 8R-GR196 or equivalent. Two (2) white LED courtesy/running lights **shall** be provided and mounted, rear-facing (one on each side of the transom). Whelen LIN3 Series, Super LED, Model # 8R-GR258 or equivalent.
- D-31** All electrical wire harnesses **shall** be encased in a small appropriate conduit before inserting into

a large conduit. All harnesses in the engine compartment will be tied up as high as possible and heat shielded as required, hidden inside the arch tubing wherever practical and not exposed from the gunwale to where each unit is mounted.

- D-32** Talled in the transom compartment of the vessel shall be a **Shurflo** wash-down assembly to include a minimum of 4.0 g.p.m. pump, ¾ & 5/8 garden hose adapters with quick connects, raw water strainer, and a UV protected 25-foot coiled hose with a nozzle. (Or equal.)
- D-33** Navigation, Radar, GPS, Thermal Imaging, Spotlight(s), and/or other electronic devices will be specified and provided by the District. The Vendor will install all such devices.
- D-34** Welded radar arch on the roof of the console with welded spotlight mount(s) for LED floodlights with switch(s) at the dash.
- D-35** An electric winch with controls at the dash shall operate the Drop Bow.

#### **E - INTERIOR REQUIREMENTS:**

- E-1** There shall be 3-5" conduit run from the engine compartment to the control area. All control cables will run in this conduit. No exposed cables/wires, hoses, or wires at the transom or along the sides except when the engine compartment is open.
- E-2** The bow area in front of the windshield/console shall have an open bow/deck configuration. There shall be a minimum of two lockable storage compartments (one anchor locker) in the extreme bow. The bow shall be self-bailing with openings on both the port and starboard sides allowing water to exit the vessel.
- E-3** All interior sides shall be covered grey carpet.
- E-4** Dashboard, interior cabinets, countertops, etc. shall be painted with grey "zolutone" or approved equivalent.
- E-5** All compartments shall be locking, keyed alike with recessed half-circle pull rings or handles. All compartments should have sealed watertight doors.
- E-6** All locks to be stainless steel or an equivalent non-corrosive material.
- E-7** Deck surface shall be constructed of a minimum of 5/8" marine grade exterior marine plywood.
- E-8** The aluminum engine cover is to be thoroughly insulated and isolated as to keep the DBA at the operator's console at 90 DBA or less. The sound deadening material shall be fire retardant.
- E-9** The cover will be hinged for total engine access. The cover will open aft and balance over the center.

**E-10** There shall be a prop (locking device) to hold the engine cover in the open position and prevent it from falling.

**E-11** Noise level shall not exceed 90 DBA at the driver's console at any speed, in accordance with OSHA. Standards and testing shall be done by the manufacturer under closed, as well as open, hatch conditions. All sound deadening materials used shall be of fire-retardant material.

**E-12** A console shall be provided and include a dashboard area behind the windshield. Dimensions will be determined by the successful bidder.

**E-13** There shall be a console storage compartment above the windshield large enough to accommodate the controls for the District radios, siren, and emergency lights.

**E-14** Operator seating for two passengers shall be a bench seat style and installed behind the console. The seat shall have a backrest the full width of the seat and have one folding armrest on each side of the bench seat (if possible). Seats will be as wide as the console itself to accommodate two rescuers wearing equipment.

**E-15** All vinyl shall be alike, including the same color, which will be grey in color.

**E-16** Helm shall be located on the center console and consist of a three (3) spoke, cushion grip wheel with a minimum diameter of 11.5" and a maximum diameter of 13.5". Steering system shall be a custom-built rack and pinion construction with  $\frac{3}{4}$  turn lock-to-lock on the steering wheel.

**E-17** Throttle and controls shall be "Flow Tec" heavy-duty or equivalent. The throttle and shifter shall be separate dual controls mounted on the starboard side of the steering wheel. Single control or binnacle mount controls will not be accepted.

**E-18** There shall be storage trays on the inside gunwales of both the port and starboard sides, from the transom to the consoles. These trays will allow for the maximum storage that the hull design can allow.

**E-19** There shall be (1) lockable seat/storage box and (1) lockable cabinet, minimum of 48" long and 20" wide and 19" tall with vinyl cushions installed on each seat lid. Seat and cabinet shall be placed directly behind the operator and front passenger seats and face the center of the boat. The seat/storage box will be vented. Access for the storage boxes shall be through a lift-up hinged lid.

**E-20** There shall be a backboard mounting system on top of the welded T-Top

#### **F - PROPULSION AND RELATED MACHINERY REQUIREMENTS:**

**F-1** The engine shall be a new FORD 6.2 Raptor @ 440 h.p. fuel-injected gasoline engine, or equal. Engine must meet all marine industry requirements. Catalytic exhaust manifolds are required.

**F-2** Engine shall provide freshwater cooling to include raw/freshwater heat exchangers as

required, including a sand trap-type debris filter.

- F-3** Oil cooler for the engine.
- F-4** Provide a remote oil filter location suitable for ease of maintenance.
- F-5** There **shall** be access to drain the oil, including a hose attached to the engine to facilitate oil draining out the transom.
- F-6** Alternator **shall** be rated for anticipated electrical load at idle engine RPM. Unit shall maintain all electrical systems while the engine is at idle in fog or low visibility conditions—minimum 95 amps.
- F-7** The engine **shall** meet State engine exhaust limitations at 50'.
- F-8** A single fuel tank **shall** be located low, amidship, or in a position to enhance the stability and planning of the vessel. The fuel tank **shall** be located in the bilge area beneath the deck in a manner that allows access to the fuel gauge sending unit.
- F-9** Fuel tank **shall** be fabricated of marine-grade aluminum as determined by the successful bidder.
- F-10** Fuel tank **shall** have a minimum capacity of 70 and a maximum of 80 U.S. gallons.
- F-11** Fuel tank **shall** be pressure tested and certified by the successful bidder.
- F-12** Fuel tank **shall** meet or exceed, install, and material all Federal and California fuel tank requirements.
- F-13** Fuel fill inlet **shall** be located on the side gunwale or transom and be opposite exterior battery jump receptacle. It **shall not** have any hard turns or kinks that would restrict normal fuel flow or hinder the tank's ability to fuel up fully.
- F-14** Fuel system **shall** include a duplex, heavy-duty marine fuel/water separator/filter in a location to facilitate ease of maintenance.
- F-15** The water jet propulsion **shall** be a Hamilton, or equivalent, HJ 212 model and a 3.4 kw stainless steel turbo impeller. A solid billet (1 ¼") thick minimum intake base (6061 T6 alloys) shall be welded into the hull to mount the jet drive. No cast aluminum intake base will be accepted.
- F-16** The unit **shall** have a clean-out port on the pump intake to allow debris to be removed. The clean-out **shall** be accessible from the inside while the vessel is afloat.
- F-17** The unit **shall** have a spring-loaded intake grate located on the bottom of the hull to facilitate ease of maintenance and clearing a fouled intake on the pump. The grate should be designed to drop when pressure is placed on a foot stomp bar located behind the transom. Personnel should



be able to step on the bar and drop the grate while standing on the rear platform.

**F-18** Engine compartment **shall** have a 1" drain hole to the exterior through the transom.

#### **G – T-TOP REQUIREMENTS:**

**G-1** The top **shall** be constructed of aluminum framing/tubing. The top will extend from the windshield to aft of the bench seat.

**G-2** There will be a rear drop curtain that extends from the top to the floor behind the bench seat / storage boxes and Cabinet. The curtain will be attached to the top and the side curtains with zippers. There **shall** be two vertical zippers from the deck to near the top as a rear door. There will be a strap/snap system to allow the rear curtain to be rolled up while still attached to the top.

**G-3** The side curtains and back drop **shall** come with a storage type boot for protection when not being used, with storage boot for storage.

**G-4** The side and rear curtains shall be constructed of a combination of canvas and clear plastic as to allow 360-degree visibility with minimal obstruction.

**G-5** All snaps, hinges and other hardware used **shall** be 300 series stainless steel. All zippers **shall** be nylon YKK zippers, or equal.

**G-6** All canvas **shall** be gray in color, made of Top Gun 11oz material, or equivalent.

**G-7** There **shall** be a snap-on moorage cover.

#### **H - TRAILER REQUIREMENTS:**

**H-1** Trailer **shall** be all welded Aluminum, with tandem axles, (no bolt together framing) to accommodate the size and weight of the specified vessel, fully fueled and equipped.

**H-2** Trailer **shall** be "bunk" style. Roller style shall **not be** considered acceptable. Bunks **shall** be adjustable.

**H-3** Aluminum bunks with UHMW-overlay **shall** be acceptable.

**H-4** A matching spare tire and wheel **shall** be mounted on the trailer.

**H-5** Tires **shall** be radial of size and ply rating to accommodate the gross weight of the vessel fully loaded.

**H-6** The rim diameter will be a minimum of 15" inches.

**H-7** Wheels **shall** be equipped with Vault oil bath bearings or approved equivalent.

- H-8** Trailer tongue shall be equipped with a ball hitch substantial enough to haul/pull the load capacity of the trailer and boat combined.
- H-9** A “Fulton” swing away or approved equal tongue jack with 2 solid rubber wheels, shall be included and installed. Jack shall be rated to exceed the tongue weight of the loaded vessel.
- H-10** The trailer shall be equipped with a heavy-duty winch with a nylon strap. The winch shall be attached to the trailer with security bolts.
- H-11** The trailer shall be equipped with a heavy-duty safety chain below the winch for additional safety.
- H-12** Trailer shall be equipped with “surge disc” or electrical type brakes on all four (4) wheels.
- H-13** The trailer shall have installed required “trailer lights.” The lights shall be classified as “submersible.” These lights shall be LED or equal.
- H-14** Trailer shall meet all Federal, State of California Vehicle Code and S.A.E. requirements.
- H-15** The trailer weight rating shall exceed the weight of the vessel, fully fueled and loaded.

E. INSPECTION

The District will inspect material after it arrives at the delivery point. If the rejection rate of a sample of components is 10% or higher, all components will be rejected.

Bidder is solely responsible for ensuring the material arrives at the District’s ship-to location free of defects and manufactured in strict conformance with the specifications.

The District reserves the right-of-access to the Contractor’s facility to verify conformance to this specification at the District’s expense.

F. FAILURE TO MEET SPECIFICATIONS

In the event any shipment or shipments of a Contractor’s product do not meet the specification or delivery requirements, the District may reject the shipment or shipments and, at its option, may purchase this material from any supplier on the open market who can meet the District’s specification requirements, or the District may demand immediate replacement by Contractor of the non-conforming product. Any costs over and above the original contract price will be charged back to the Contractor. In addition, the Contractor shall bear the costs of removal and disposition for any delivery which fails to conform to the specifications.

## II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFQ Issued	<i>April 5, 2022</i>
Deadline For Submission of Questions	<i>April 19, 2022, 12:00noon</i>
Response Due	<i>May 25, 2022, 2:00p.m.</i>
Notice of Intent to Award (Tentative)	<i>May 25, 2022, 4:00p.m.</i>
Protest Due	<i>June 1, 2022, 4:00p.m.</i>
Anticipated Contract Start Date	<i>June 27, 2022</i>

**Note:** All dates are subject to change by the El Dorado Hills Fire District.

Bidders are responsible for reviewing [www.edhfire.com](http://www.edhfire.com) for any published addenda. Hard copies of the addenda will not be mailed out.

## III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

### A. RFQ ACCEPTANCE AND AWARD

1. RFQ responses will be evaluated to determine that they are responsive, responsible, and that they meet the specifications as stated in this RFQ.
2. The District has the right to decline to award this contract or any part of it for any reason.
3. Any specifications, terms, or conditions issued by the District, or those included in the bidder's submission, concerning this RFQ, may be incorporated into any purchase order or contract that may be awarded as a result of this RFQ.
4. Award of contract, the District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made, or proposals rejected by the District as soon as possible after bids have been opened.

### B. PRICING

1. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include all payment incentives available to the District.
4. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and the extended price.

### C. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFQ response evaluation process, all entities who submitted a bid package will be notified in writing by e-mail with the Bidder's name being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Protests must be in writing and received no later than five (5) workdays after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from bidders only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFQ protest period.

Bid protests must contain a detailed and complete written statement describing the reason(s) for the protest. The protest must include the name of the bid, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed, or hand delivered to:

**El Dorado Hills Fire Department  
RFQ – Jet Boat Protest  
Attn: Dustin Hall, Deputy Chief  
1050 Wilson Blvd.  
El Dorado Hills, CA 95762**

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

### D. METHOD OF ORDERING

1. Written POs may be issued upon approval of written itemized quotations received from the Contractor.
2. POs and payments for products and/or services will be issued only in the name of the Contractor.
3. All change orders shall be in writing and agreed upon, in advance, by the Contractor and the District.

## E. TERM / TERMINATION

The term of the contract, which may be awarded pursuant to this RFQ, will be 12 months, or any other period as mutually agreed upon in writing by the District and vendor.

1. This Agreement may be terminated for convenience by the District provided the Contractor is given written notice of not less than 30 calendar days. Upon such termination, the District shall pay the Contractor the amount owing for the products ordered and satisfactorily received by the District. This shall be the sole and exclusive remedy to which the Contractor is properly entitled in the event of termination by the District.
2. This Agreement may be terminated for cause at any time, provided that the District notifies Contractor of impending action.

## F. WARRANTY

1. For any contract awarded pursuant to this RFQ, Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien, or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements.

Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guarantees that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guarantees that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor, and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guarantees shall not be affected, limited, discharged, or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the district but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

## G. INVOICING

1. Following the Districts acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District shall notify Contractor of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized products and/or services description.
4. The District will pay Contractor in an amount not to exceed the total amount quoted in the RFQ response.

## IV. RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

### A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFQ. The following persons are to be contacted only for the purposes specified below.

#### **TECHNICAL SPECIFICATIONS:**

**El Dorado Hills Fire Department**

**Attn: David Brady, Battalion Chief, Special Operations**

**El Dorado Hills, CA 95762**

#### **AFTER AWARD:**

**El Dorado Hills Fire Department**

**Attn: Dustin Hall, Deputy Chief of Operations**

**El Dorado Hills, CA 95762**

### B. SUBMITTAL OF RFQ RESPONSE

1. Responses must be submitted in accordance with Exhibit A – RFQ Response Packet, including all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
2. Late or unsealed responses **will not** be accepted.
3. RFQ responses submitted via electronic transmissions **will not** be accepted. Electronic transmissions include faxed RFQ responses or those sent by electronic mail (“e-mail”).
4. RFQ responses will be received only at the address shown below, must be SEALED, and must be received at the District Administrative Office by May 25, 2022, at 2:00 p.m. Any RFQ response received after that time or date, or at a place other than the stated address shall not be considered and will be returned to the bidder unopened.

All RFQ responses must be received and time-stamped at the stated address by the time designated. The District’s timestamp shall be considered the official timepiece for the

purpose of establishing the actual receipt of RFQ responses.

5. RFQ responses are to be addressed/delivered as follows:

Mailed, hand-delivered, or delivered by courier or package delivery service:

**El Dorado Hills Fire Department  
In-Board, Open Bow, 23' Jet Boat with Trailer  
Attn: Dustin Hall, Deputy Chief  
1050 Wilson Blvd.  
El Dorado Hills, CA 95762**

**Bidder's name, return address, and title must also appear on the mailing package.**

6. All costs required for the preparation and submission of an RFQ response shall be borne by the bidder.
7. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
8. It is understood that the District reserves the right to reject any or all RFQ responses.
9. RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or portion thereof so marked. RFQ responses submitted to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.

#### C. WRITTEN CONTRACT

The successful bidder may be required to enter into a written contract for the sale of the boat. In the event of any inconsistency between the written contract and the RFQ, the RFQ will control. If no written contract is executed, the contract documents shall consist of those documents defined in the definitions section, subject to the order of precedence set forth in the RFQ.



**EXHIBIT A**  
**RFQ RESPONSE PACKET**  
**IN-BOARD OPEN BOW 23' JET BOAT WITH TRAILER**

To: The EL DORADO HILLS FIRE DISTRICT (“District”)

From: \_\_\_\_\_  
(Official Name of Bidder)

**RFQ RESPONSE PACKET GUIDELINES**

- **BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFQ RESPONSE WITH ORIGINAL INK SIGNATURES AND TWO (2) COPIES CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
  - **EXHIBIT A – RFQ RESPONSE PACKET**
    - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT AND MUST BE INITIALED IN INK BY PERSON SIGNING THE RFQ RESPONSE.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFQ RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFQ RESPONSE REJECTED IN TOTAL.**
- **BIDDERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFQ OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFQ RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.”**





## BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFQ documents, including, without limitation, the RFQ, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer and agrees to furnish, the articles and services specified in accordance with the RFQ documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFQ.
4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the bidder, as set forth in this RFQ Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the bidder is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated RFQ documents.
6. It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By submitting an RFQ response, the bidder certifies that if awarded a contract, it will make no claim against the District-based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Contractors who do business with the District shall hold the District, its Directors, officers, agents, and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. The undersigned acknowledges that RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
9. The undersigned bidder hereby submits this RFQ response and binds itself on award to the District under this RFQ to execute in accordance with such award a contract and to furnish the bond or bonds required by the RFQ. The RFQ, subsequent Addenda, bidder's Response Packet, and any attachments, shall constitute the contract, and all provisions thereof are hereby accepted.

Official Name of Bidder(exactly as it appears on Bidder's corporate seal and invoice): \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

Corporation

Joint Venture

Limited Liability Partnership

Partnership

Limited Liability Corporation

Non-Profit / Church

Other: \_\_\_\_\_

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer (printed): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_



## BIDDING SHEET

Cost shall be submitted on this Bid Form as is; the prices quoted shall include Sales Tax.

No alterations or changes of any kind to the Bid Form(s) are permitted. RFQ responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFQ process.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Item	Quantity	Unit of Measure	Description	Total Price
1	1	each	23' Jet Boat, or pre-approved equal model, as herein specified. <i>(indicate model being bid, below)</i>  Make _____  Model _____	\$ _____
2	1	each	Trailer for 23" Jet Boat, or pre-approved equal model, as herein specified. <i>(indicate model being bid, below)</i>  Make _____  Model _____	\$ _____
<b>TOTAL RFQ BID AMOUNT</b>				\$ _____



## REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFQ Response Packet. Bidders shall submit all documentation, in the order listed below, and clearly label each section of the RFQ response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Description of the Proposed Equipment/System:** RFQ response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFQ response. Finally, the description shall describe all product warranties provided by bidder.
  
2. **References:**
  - (a) Bidders must use the templates in the “References” section of this Exhibit A – RFQ Response Packet to provide references.
  - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
    - Bidders must verify the contact information for all references provided is current and valid.
    - Bidders are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
  - (c) The District may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this RFQ. The District reserves the right to contact references other than those provided in the RFQ response.
  
3. **Exceptions, Clarifications, Amendments:**
  - (a) The RFQ response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ documents, which shall be submitted with Bidder’s RFQ response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFQ Response Packet.
  - (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFQ RESPONSE DISQUALIFICATION.**



## REFERENCES

### RFQ No. 2022-01, IN-BOARD OPEN BOW 23' JET BOAT WITH TRAILER

**Bidder Name:** \_\_\_\_\_

**Bidder must provide a minimum of three (3) references.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



## EXHIBIT B

# GENERAL REQUIREMENTS

### CONTENTS

1. DEFINITIONS
2. BOND
3. SAMPLES OR SPECIMENS
4. MATERIAL AND WORKMANSHIP
5. DEFECTIVE WORK
6. WARRANTY
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8. EFFECT OF EXTENSIONS OF TIME
9. DELAYS
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12. ORDER OF PRECEDENCE
13. INDEMNIFICATION/RESPONSIBILITY
14. PROHIBITION OF ASSIGNMENT
15. NEWS RELEASES
16. SEVERABILITY
17. RIGHTS AND REMEDIES OF THE DISTRICT
18. WAIVER OF RIGHTS
19. CONFIDENTIALITY

### 1. DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise, or a unique meaning is otherwise specified.

- a. **“Change Order”** A Change Order is a written instrument used for modifying the contract with regards to the scope of work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.
- b. **“Contract”** means the agreement between the District and Contractor as memorialized in the Contract Documents.
- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the

work. Any part of the work not shown or mentioned in the Contract Documents that is reasonably implied or is necessary or usual for proper performance of the work, shall be provided by the Contractor at its expense.

- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the District designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the contract with the District, and for liaison and coordination between the District and Contractor.
- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- l. **“Workday”** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

## **2. BOND**

- a. When required in the District’s bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb\\_co\\_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be returned to the Contractor.
- c. If, during the continuance of the contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the contract may be terminated for cause under Article 18.

## **3. SAMPLES OR SPECIMENS**

The Contractor shall submit samples or prepare test specimens of such materials to be furnished or used in the work as the Project Manager may require.

#### **4. MATERIAL AND WORKMANSHIP**

- a. All goods and materials must be new and of the specified quality and equal to the approved sample, if samples have been required. In the event any goods or materials furnished or services provided by the Contractor in the performance of the contract fail to conform to the requirements, or to the sample submitted by the Contractor, the District may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the District, and immediately replace all such rejected items with others conforming to the contract. All work shall be done and completed in a thorough, professional manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All materials furnished and all work must be satisfactory to the Project Manager. Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

#### **5. DEFECTIVE WORK**

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the District at the expense of the Contractor, and its sureties shall be liable therefor.

#### **6. WARRANTY**

Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor, and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guaranties shall not be affected, limited, discharged, or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the District but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.



## 7. CHANGES

- a. Changes in the work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.
- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.

- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined, and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same work.

## **8. EFFECT OF EXTENSIONS OF TIME**

The granting, or acceptance, of extensions of time to complete the work or furnish the labor, supplies, materials, or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

## **9. DELAYS**

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable, or inexcusable), the Contractor shall reschedule the work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.
- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense, or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures), the agreement will be extended for an equal length of time of the delay.
- d. For compensable delays (delays to completion of the work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the

District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special, and incidental damages.

- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
  - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
  - ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

## 10. TERMINATION

- a. Termination by the District for Cause:
  - i. District may terminate the Contractor's right to proceed under the contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
    1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
    2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
    3. A receiver is appointed to take charge of the Contractor's property.
    4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the work in accordance with the Contract Documents.
    5. The Contractor fails to make progress so as to endanger performance of the work within the contractually required time.
    6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
    7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.

8. The Contractor abandons the work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.
9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
10. The Contractor is in default of any other material obligation under the Contract Documents.

- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.
- iii. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
- iv. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
  1. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following: Immediately discontinue its performance of the contract to the extent specified in the notice.
  2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the work that is not discontinued or that is necessary for an orderly cessation of the work.
  3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the work.
  4. Thereafter, do only such work as may be necessary to preserve and protect work already in progress and to protect materials, plants, and

equipment in transit to or on the site of performance.

- ii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:
  - 1. The amount of the contract sum allocable to the portion of the work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
  - 2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the work.
  - 3. Any proven losses with respect to materials and equipment directly resulting from the termination.
  - 4. Reasonable demobilization costs.
- iii. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation, or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the contract shall continue as to portions of the work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for work performed prior to the Force Majeure event at either (i) the unit prices named in the contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

## 11. DAMAGES

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

## 12. ORDER OF PRECEDENCE

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
  - i. Approved Change Orders.

- ii. Addenda.
  - iii. RFQ or RFP.
  - iv. Referenced Standard Specifications and Drawings.
  - v. Contractor's Response Packet.
- b. With reference to drawings:
- i. Numerical dimensions govern over scaled dimensions.
  - ii. Detailed drawings govern over general drawings.
  - iii. Addenda/Change Order drawings govern over contract drawings.
  - iv. Contract drawings govern over standard drawings.
  - v. Notes apply only to the drawing where the notes appear, unless classified as "typical" or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
  - vi. Typical details apply to all drawings unless a specific different detail is shown.

### **13. INDEMNIFICATION/RESPONSIBILITY**

- a. Contractor shall indemnify, keep and save harmless the District and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
  - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this contract; or
  - ii. Any allegation that materials or services developed, provided, or used for this contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.
- c. This indemnification shall survive termination or expiration of the contract.

### **14. PROHIBITION OF ASSIGNMENT**

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties, or obligations under this contract. This prohibition does not apply to the District. The District retains the right to assign this contract in whole or in part at any time upon reasonable terms.

### **15. NEWS RELEASES**

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use

any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

**16. SEVERABILITY**

Should any part of the contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the contract, which shall continue in full force and effect, provided that the remainder of the contract can be interpreted to give effect to the intentions of the parties.

**17. RIGHTS AND REMEDIES OF THE DISTRICT**

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. WAIVER OF RIGHTS**

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

**19. CONFIDENTIALITY**

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the District. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the contract. The covenants contained in this paragraph shall survive the termination of this contract for whatever cause.

**EL DORADO HILLS COUNTY WATER DISTRICT**  
**RESOLUTION 2022-03**

**Resolution of the Board of Directors to Exercise its Statutory Authority  
to Abate Weeds on Properties on which said Weeds Constitute a Public Nuisance**

**WHEREAS**, the El Dorado Hills County Water District Board (EDHCWD), also known as the El Dorado Hills Fire Department (Fire Department) has the authority pursuant to Section 13879 and Section 14875 et seq., of the Health and Safety Code, to declare weeds a fire hazard and abate said weeds; and

**WHEREAS**, “weeds” are defined as all weeds growing upon streets, sidewalks, or private property in any county, including any fire protection district and including any of the following: (a) weeds which bear seeds of a downy or wingy nature; (b) sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property; (c) weeds which are otherwise noxious or dangerous; (d) poison oak or poison ivy when the conditions of growth are such as to constitute a menace to the public health; (e) dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard; and

**WHEREAS**, the El Dorado Hills County Water District desires to abate weeds in the District as described in Fire Protection Standard W-001 (Hazardous Vegetation on Unimproved Properties) of the District.

**NOW, THEREFORE**, the EDHCWD (Fire Department) resolves as follows:

1. **Declaration**: The EDHCWD (Fire Department) hereby declares that weeds growing upon streets, sidewalks and private property on or near the properties described herein below are a nuisance to the public.
2. **Description of Properties**: (See attached list of County of El Dorado Assessor Parcel Numbers found in Exhibit “A”).
3. **Enforcement**: The EDHCWD Fire Chief, or any employee or agent of the district appointed by the Fire Chief, has the authority to enforce the abatement procedures established herein.
4. **Notice**: The EDHCWD (Fire Department) shall abate said weeds in accordance with the notice requirements of Chapter 3 (commencing with Section 14890) of Part 5 of Division 12 of the California Health and Safety Code by posting and publishing the notice of hearing on the properties affected thereby or by mailing same to the property owner as established by assessment rolls.



EL DORADO HILLS COUNTY WATER DISTRICT  
RESOLUTION NO. 2022-03

5. Assessments: The amount of the cost for abating the weeds and the amount of the cost incurred by the district in enforcing abatement including investigation, boundary determination, measurement, clerical and other related costs shall constitute special assessments against the property from which removal occurs and are a lien on the property for the amount of the respective assessments. The assessment may be collected at the same time and in the same manner as ordinary municipal ad valorem taxes are collected. After the report on the determination of the assessment is confirmed by the Board pursuant to Sections 14910 and 14911 of the California Health and Safety Code and the report is thereafter turned over to the County Auditor, the assessment shall then be collected at the same time and in the same manner as county taxes are collected and are subject to the same penalties and the same procedure for sale in case of delinquency as provided for ordinary county taxes.

**PASSED AND ADOPTED** by the Board of the El Dorado Hills County Water District this 4<sup>th</sup> day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

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Bobbi Bennett, Board President

ATTEST:

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Jessica Braddock, Board Secretary

**Exhibit A**  
**EL DORADO HILLS VACANT LOTS 2022 - Identified by Parcel Numbers**  
**from the El Dorado County Assessor's Office**

087010011	087040026	087122001	087200060
087010017	087040027	087131001	087200074
087010018	087040028	087131002	087200075
087010021	087040064	087132004	087200076
087010044	087040069	087132005	087200078
087010045	087040070	087132023	087200088
087010046	087040071	087132025	087210006
087010048	087040073	087132027	087210007
087010049	087040082	087133001	087210009
087021004	087040085	087134001	087210011
087021010	087050001	087135002	087210015
087021012	087050004	087135003	087210018
087021024	087050005	087135009	087210019
087021026	087050006	087136001	087210022
087021044	087050007	087136002	087210031
087021056	087050008	087150003	087220007
087021064	087050015	087160007	087230002
087021066	087050016	087170002	087230004
087030003	087050017	087170004	087230006
087030006	087050019	087170006	087230011
087030010	087050021	087170009	087230029
087030012	087050022	087170016	087230030
087030042	087050023	087181013	087230032
087030044	087060005	087181016	087240009
087030051	087060006	087181020	087240026
087030055	087060007	087181036	087250012
087030056	087060008	087181048	087250044
087030058	087060010	087190006	087260007
087030059	087060025	087190008	087260012
087030060	087060026	087190009	087260018
087030061	087060035	087190013	087260019
087030062	087060037	087190014	087260020
087030063	087060038	087190015	087260021
087030064	087060039	087190017	087260022
087030067	087060040	087190018	087260023
087030069	087070004	087190020	087260024
087030070	087070005	087190024	087260025
087030072	087070006	087190028	087260026
087030073	087070007	087190029	087330011
087030074	087081001	087200001	087330039
087030080	087101002	087200002	087330051
087030081	087101021	087200004	087340012
087030082	087121005	087200033	087370001
087030083	087121006	087200040	087370002
087040011	087121007	087200044	087370003
087040016	087121008	087200054	087370004
087040024	087121014	087200056	087370005
087040025	087121016	087200059	087370006

**Exhibit A**  
**EL DORADO HILLS VACANT LOTS 2022 - Identified by Parcel Numbers**  
**from the El Dorado County Assessor's Office**

087370007	110044022	110460018	110565017
087370009	110064004	110460032	110572004
087370010	110071006	110460042	110581008
091030005	110090005	110460057	110582002
091030037	110090008	110460082	110590057
091030038	110130004	110460086	110590058
091030043	110130041	110460087	110590059
091030059	110161007	110471002	110590060
091040004	110161013	110471003	110601012
091040011	110161017	110471008	110601013
091040012	110161034	110471016	110601020
091050001	110161036	110471026	110601021
091050003	110161039	110473001	110602006
102180025	110161040	110481001	110604002
104210002	110171014	110481002	110604009
104210007	110171019	110482002	110604012
104210008	110171020	110483003	110611006
104210009	110172008	110483012	110611009
104231001	110174002	110485007	110611013
104232001	110201011	110486001	110611017
104232005	110241009	110491006	110611020
104240036	110251023	110501007	110611021
104240040	110253003	110501008	110612001
104240041	110291008	110502002	110612006
104240042	110303017	110502003	110621001
104240043	110311027	110502004	110621002
104240044	110312007	110511001	110621006
104510005	110312010	110511003	110621007
104510008	110312018	110512001	110631001
104510014	110312030	110513009	110631003
104510015	110312031	110513010	110631007
104510018	110313012	110513012	110631014
104510019	110333023	110513020	110633004
104510020	110344007	110521010	110633007
104510021	110345003	110521020	110633009
104510022	110352006	110522001	110633010
104510023	110361001	110522003	110633011
104510024	110380023	110531002	115040006
104510027	110380026	110531011	115040008
104510033	110380028	110532009	115120015
104510044	110380032	110532011	115120015
110010008	110380034	110542001	115131014
110010036	110390034	110551003	115261009
110020015	110430001	110551006	115262007
110020016	110430003	110551007	115263014
110020017	110450007	110564014	115271008
110020047	110460002	110565003	115272018
110044008	110460017	110565009	115400006

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115400007	117082005	117180017	117580020
115400008	117084005	117180019	117580021
115440028	117085002	117180023	117580022
115450001	117085014	117180024	117580023
115450002	117088007	117190049	117580024
115450003	117088017	117200040	117580025
115450004	117088020	117200045	117580026
115450005	117088022	117210019	117610048
115460001	117088023	117210023	117610049
115460002	117100005	117210039	117610050
115460003	117100006	117210048	117610051
115460004	117100007	117210049	117610052
115460005	117100010	117210050	117610053
115460006	117100011	117210054	117630021
115460007	117100017	117210056	117630022
116780006	117100031	117210056	117630023
116800034	117100032	117210056	117640085
116800035	117100037	117210057	117640086
117010004	117100038	117210057	117650028
117010012	117100039	117210057	117650029
117020009	117130005	117210058	117650030
117020011	117140004	117210058	117650031
117020012	117150009	117210058	117650032
117020012	117150010	117210059	117660023
117020012	117160017	117210059	117660024
117020012	117160023	117210059	117660025
117020012	117160024	117210060	117670013
117020013	117160048	117210060	117670074
117020014	117160049	117210060	117670083
117020017	117160050	117210061	117670087
117020018	117160051	117210061	117670088
117020024	117160052	117210061	117670089
117020025	117160053	117220063	117670090
117020026	117160054	117250001	117680007
117020029	117160055	117440005	117720007
117020030	117160056	117450021	117720009
117020031	117160057	117490003	117731003
117030015	117160060	117490004	117731008
117030031	117160061	117550004	117731009
117051036	117160068	117550005	117731010
117060008	117160069	117570017	117731011
117060009	117160070	117580013	117731012
117060010	117180001	117580014	117731013
117060011	117180002	117580015	117731014
117060012	117180004	117580016	117731015
117060025	117180014	117580017	117731016
117060033	117180015	117580018	117731017
117060058	117180016	117580019	117732002

**Exhibit A**  
**EL DORADO HILLS VACANT LOTS 2022 - Identified by Parcel Numbers**  
**from the El Dorado County Assessor's Office**

117732003	118170009	118780004	119120006
117732008	118170010	119010008	119120016
117732012	118170011	119020005	119120017
117741001	118170013	119020017	119330001
117741002	118170017	119020056	119390001
117741003	118220002	119030004	119390002
117741004	118220003	119030005	119390003
117741005	118220004	119030015	119390004
117741006	118220005	119030016	119390005
117741007	118220006	119030018	119390006
117741008	118220007	119030021	119390007
117741009	118220008	119040001	119390008
117741010	118220009	119040003	119390009
117741011	118220010	119040005	119390010
117742012	118220011	119040006	119390011
117750105	118220012	119040008	119390012
117750106	118220013	119080005	119390013
117760034	118220014	119080007	119390014
117770029	118360055	119080008	119390015
117770030	118360056	119080009	119390016
117770034	118540019	119080011	119390017
117790047	118580031	119080012	119390018
117790085	118580032	119080017	119390019
117790086	118580033	119080019	119390020
117800005	118590035	119080021	119390021
117800011	118590036	119080023	119390022
117800060	118590037	119090037	119390023
117800061	118590038	119090045	119390024
118020013	118590039	119090053	119390025
118090078	118590040	119090055	119390026
118090079	118710039	119090061	119390027
118100036	118710040	119100003	119390028
118110002	118710041	119100004	119390029
118110012	118710042	119100007	119390030
118121001	118710043	119100011	119390031
118121003	118720062	119100019	119390032
118122002	118720063	119100028	119390033
118122004	118730035	119100029	119390034
118122005	118730036	119100047	119390035
118122011	118740039	119100051	119390036
118122014	118740040	119100061	119390037
118122015	118750033	119100064	119390038
118130020	118750034	119100066	119390039
118130039	118760003	119100067	119390040
118160017	118760005	119110005	119390041
118170003	118760006	119110010	119390042
118170005	118770001	119110017	119390043
118170008	118770003	119110033	119390044

**Exhibit A**  
**EL DORADO HILLS VACANT LOTS 2022 - Identified by Parcel Numbers**  
**from the El Dorado County Assessor's Office**

119390045	120192006	120630011	120700003
119390046	120261005	120640049	120700006
119390047	120262001	120650001	120710020
119390048	120262004	120650005	120710021
119390049	120301011	120650006	120720001
119390050	120381012	120650012	120720002
119390051	120392004	120650013	120720003
119390052	120401017	120650015	120720004
119390053	120401018	120650019	120730004
119390054	120401019	120650020	120730005
119390055	120402002	120650021	120730006
119390056	120402006	120650022	120730007
119390057	120412003	120650023	120730008
119390058	120422028	120650025	120730009
119390059	120422031	120650028	120730010
119390060	120422037	120650030	120730011
119390061	120431001	120650032	120730012
119390062	120431006	120650036	120730013
119390063	120444004	120650037	120730014
119390064	120451003	120660003	120730015
119390065	120451004	120660005	120730016
119390066	120452001	120660006	120730017
119390067	120452005	120670001	120740033
119390068	120452006	120670002	120740034
119390069	120452009	120670003	120740035
119390070	120481012	120670004	120740036
119390072	120481013	120670005	120740037
119390073	120490002	120670006	120740038
119390074	120490022	120670007	120740039
119390075	120501007	120670008	120740041
120010001	120501008	120670009	120740042
120030009	120501011	120670010	120740044
120030012	120501012	120680001	120740049
120030016	120501014	120680002	120740050
120050002	120502003	120680004	120740052
120050003	120502009	120680006	120740055
120070001	120504003	120680007	120740056
120070003	120580002	120680009	120740057
120123001	120600001	120680010	120740063
120132015	120600010	120680011	120740064
120166029	120600014	120680012	120740065
120171008	120600015	120680013	120740066
120171009	120610001	120680014	120740067
120171013	120610003	120680015	120740068
120172011	120610004	120690011	120740074
120181008	120610005	120690012	120740075
120181014	120630008	120700001	120740076
120185005	120630009	120700002	120740077

**Exhibit A**  
**EL DORADO HILLS VACANT LOTS 2022 - Identified by Parcel Numbers**  
**from the El Dorado County Assessor's Office**

120740078	120760024	120780011	120800016
120740079	120760025	120780012	120800017
120750001	120760026	120780013	120800018
120750002	120760027	120780014	120800019
120750003	120760028	120780015	120800020
120750004	120760029	120780016	120800021
120750005	120760030	120780017	120800022
120750006	120760031	120780018	120800023
120750007	120760032	120780019	120800024
120750008	120760033	120780020	120800025
120750009	120760034	120780021	120800026
120750010	120760035	120780022	120800027
120750011	120760036	120780023	120800028
120750012	120760037	120780024	120800029
120750013	120760038	120780025	120800030
120750014	120760039	120780026	120800031
120750016	120760040	120780027	120800032
120750017	120760041	120780028	120800033
120750018	120760042	120780029	120800034
120750019	120760043	120780030	120800035
120750020	120760044	120780031	120800036
120750021	120760045	120780032	120800037
120750031	120760046	120780033	120800038
120750032	120760047	120780034	120800039
120750033	120760048	120780035	120800041
120760001	120760049	120780036	120800042
120760002	120760050	120780037	120800043
120760003	120760051	120780038	120800044
120760004	120760052	120780039	120810001
120760005	120760053	120780040	120810002
120760006	120760054	120780041	120810003
120760007	120760055	120780042	120810004
120760008	120760056	120780043	120810005
120760009	120760057	120800001	120810006
120760010	120760058	120800002	120810007
120760011	120760059	120800003	120810008
120760012	120760060	120800004	120810009
120760013	120760061	120800005	120810010
120760014	120780001	120800006	120810011
120760015	120780002	120800007	120810012
120760016	120780003	120800008	120810013
120760017	120780004	120800009	120810014
120760018	120780005	120800010	120810015
120760019	120780006	120800011	120810016
120760020	120780007	120800012	120810017
120760021	120780008	120800013	120810018
120760022	120780009	120800014	120810019
120760023	120780010	120800015	120810020

**Exhibit A**  
**EL DORADO HILLS VACANT LOTS 2022 - Identified by Parcel Numbers**  
**from the El Dorado County Assessor's Office**

120810021	121071016	122490015	123142028
120810022	121073001	122490016	123143019
120810023	121073002	122490020	123170006
120810024	121080002	122600005	123170010
120810025	121091030	122680018	123190005
120810026	121091031	122720002	123190006
120810027	121092020	122720006	123190013
120810028	121130069	122720007	123190014
120810029	121140026	122720018	123190016
120810030	121210020	122720018	123190017
120810031	121210021	122720019	123190019
120810032	121210027	122720019	123190020
120810033	121210028	122720020	123190021
120810034	121210029	122720020	123190024
120810035	121210030	122720021	123190025
120810037	121210031	122720021	123190029
120810038	121210032	123050003	123190034
120810039	121210035	123050004	123190037
120820001	121210036	123060003	123200004
120820002	121231006	123060017	123200005
120820003	121232011	123060018	123200006
120820004	121241011	123060023	123200010
120820005	121245001	123060024	123200012
120820006	121246001	123072014	123200013
120820007	121251011	123072016	123200014
120820008	121280003	123072022	123200017
120820009	121280006	123081003	123200022
120820010	121280019	123082001	123200023
120820011	121280021	123101002	123200024
120820012	121280024	123102011	123200028
120820013	121290033	123110001	123200030
120820014	121290042	123110005	123200034
120820015	121290046	123110006	123200036
120820016	121290052	123110020	123200037
120820017	121290055	123110023	123200039
120820018	121290064	123120001	123210017
120820019	121290066	123130023	123220002
120820020	121290067	123130024	123230007
120820021	121290069	123141002	123230011
120820022	121290070	123141003	123230012
120820024	121300005	123141023	123230022
120820025	121300006	123142002	123230027
121013013	121300007	123142003	123230031
121022006	122060030	123142005	123240011
121022012	122060031	123142008	123240012
121051020	122170039	123142010	123240013
121064007	122170041	123142013	123240015
121066001	122380037	123142014	123240016



**Exhibit A**  
**EL DORADO HILLS VACANT LOTS 2022 - Identified by Parcel Numbers**  
**from the El Dorado County Assessor's Office**

123240017	123580016	123710001	123730025
123240021	123580025	123710002	123730026
123240036	123580026	123710003	123730027
123240047	123580028	123710004	123730028
123240052	123580029	123710005	123730030
123240053	123580042	123710050	123730031
123290005	123600022	123710055	123730033
123290007	123610020	123710063	123730035
123290009	123640001	123720001	123730036
123290012	123640002	123720002	123730037
123300015	123640003	123720003	123730038
123300016	123640005	123720004	123730039
123300023	123640006	123720005	123730040
123300025	123640007	123720006	123730041
123300026	123640008	123720007	123730042
123300028	123640010	123720010	123730043
123300033	123640011	123720016	123730044
123310002	123660001	123720017	123750001
123310013	123660003	123720018	123750002
123320011	123660004	123720019	123750005
123320012	123660005	123720020	123750006
123320013	123660007	123720021	123750010
123340001	123660008	123720022	123750018
123340010	123660009	123720023	123750019
123380011	123660015	123720031	123750020
123380012	123660018	123720032	123750021
123380013	123660021	123720033	123750023
123380016	123660025	123730004	123760002
123400063	123660026	123730005	123760003
123400064	123660027	123730006	123760004
123400065	123670029	123730007	123760005
123400066	123670030	123730008	123760006
123400067	123680038	123730009	123760009
123400068	123680039	123730010	123760010
123410024	123700003	123730011	123760011
123410025	123700004	123730012	123760012
123460007	123700005	123730013	123760013
123470016	123700006	123730014	123760014
123490011	123700008	123730015	123760015
123510011	123700010	123730016	123760016
123560001	123700011	123730017	123760018
123560003	123700042	123730018	123760019
123560004	123700048	123730019	123760020
123560005	123700049	123730020	123760022
123570012	123700050	123730021	123770001
123570016	123700051	123730022	123770002
123580013	123700052	123730023	123770003
123580014	123700053	123730024	123770004

**Exhibit A**  
**EL DORADO HILLS VACANT LOTS 2022 - Identified by Parcel Numbers**  
**from the El Dorado County Assessor's Office**

123770005	123770053	124120041	124230002
123770006	123770054	124120054	124230003
123770007	123770055	124120055	124230004
123770008	123770056	124120061	124230005
123770009	123770057	124130007	124230006
123770010	123770058	124130009	124230010
123770011	123770059	124130018	124230011
123770012	123770060	124130022	124240002
123770013	123770061	124130023	124240003
123770014	123770062	124130024	124240005
123770015	123770063	124130032	124240006
123770016	123770064	124130033	124240009
123770017	123770065	124130035	124240014
123770018	123770066	124130036	124240016
123770019	123770067	124130038	124240018
123770020	123770068	124130039	124240024
123770021	123770069	124130043	124240026
123770022	123770070	124130046	124301030
123770023	123770071	124130049	124301039
123770024	123770072	124130055	124301045
123770025	123770073	124140026	124301047
123770026	123770074	124140034	124311001
123770027	123770075	124150004	124311003
123770028	123770076	124150005	124311008
123770029	124010009	124150026	124311014
123770030	124010011	124150027	124352009
123770031	124010013	124150039	124353002
123770032	124052002	124180007	124353018
123770033	124053002	124180008	124353019
123770034	124053010	124180009	124353021
123770035	124070037	124180010	124353034
123770036	124070049	124180011	124360025
123770037	124070050	124180012	124360034
123770038	124070059	124180013	124360062
123770039	124070060	124180015	124360063
123770040	124080001	124180021	124380027
123770041	124080003	124190043	124380028
123770042	124090001	124190044	124380030
123770043	124090002	124200022	124380031
123770044	124090005	124200023	124380032
123770045	124101021	124220001	124380033
123770046	124101022	124220008	124380046
123770047	124120008	124220009	124390001
123770048	124120015	124220013	124390002
123770049	124120016	124220019	124390005
123770050	124120020	124220030	124390007
123770051	124120028	124220031	124390013
123770052	124120038	124230001	124400002

**Exhibit A**  
**EL DORADO HILLS VACANT LOTS 2022 - Identified by Parcel Numbers**  
**from the El Dorado County Assessor's Office**

124410026	124500007	126040017	126140032
124410027	124500008	126040018	126140038
124410028	124500009	126040018	126140044
124420041	124500010	126040026	126140046
124430064	124500011	126040031	126140048
124430065	124500012	126051007	126150004
124430066	124500013	126051022	126150021
124440002	125051021	126051023	126150023
124440003	125110003	126051024	126150023
124440004	125161001	126060001	126150023
124440005	125272004	126060002	126150023
124440006	125281006	126060006	126160001
124440007	125281009	126091010	126160002
124440012	125281020	126091019	126160005
124440013	125291012	126091022	126160008
124450028	125482004	126091041	126160009
124460015	125482005	126091057	126160010
124460016	125482006	126091062	126160011
124460017	125500002	126100019	126160021
124460018	125500003	126110002	126160022
124460019	125512004	126110002	126170005
124460020	125534010	126110003	126170007
124460021	125542001	126110003	126170008
124460022	125564005	126110004	126170009
124470023	125590002	126110004	126180027
124470024	125612010	126110005	126190020
124480001	125613010	126110005	126220004
124480002	125622001	126110006	126220005
124480003	125623002	126110006	126220006
124490001	125623003	126110007	126220007
124490002	126020002	126110007	126250001
124490003	126020002	126110008	126250005
124490004	126020002	126110008	126250011
124490005	126020002	126110009	126250022
124490006	126020003	126110009	126250024
124490007	126020003	126120007	126250026
124490008	126020003	126130012	126250042
124490009	126020003	126130039	126271021
124490010	126020004	126130076	126274003
124490011	126020004	126130084	126284011
124490012	126020004	126140002	126292014
124490013	126020004	126140012	126300004
124500001	126030015	126140013	126320005
124500002	126030016	126140015	126330004
124500003	126030023	126140016	126340001
124500004	126040014	126140022	126340003
124500005	126040014	126140023	126340004
124500006	126040017	126140030	126470001

**Exhibit A**  
**EL DORADO HILLS VACANT LOTS 2022 - Identified by Parcel Numbers**  
**from the El Dorado County Assessor's Office**

126470002  
126470003  
126470004  
126470005  
126470006  
126470007  
126470008  
126470009  
126470010  
126650030  
126650031  
126650032  
126660001  
126660002  
126660003  
126660004  
126660005  
126660006  
126660007  
126660008

**El Dorado Hills Fire Department**  
**Public Salary Schedule**  
**4/4/2022**



CLASSIFICATION		STEPS							
		1	2	3	4	5	6	7	8
ACCOUNTING SPECIALIST/ BOARD CLERK	Hourly	\$ 31.26	\$ 32.83	\$ 34.45	\$ 36.19	\$ 37.99			
	Monthly	\$ 5,419	\$ 5,690	\$ 5,972	\$ 6,273	\$ 6,586			
ADMIN. ASST. I	Hourly	\$ 24.89	\$ 26.14	\$ 27.43	\$ 28.81	\$ 30.25			
	Monthly	\$ 4,314	\$ 4,530	\$ 4,755	\$ 4,994	\$ 5,244			
ADMIN. ASST. II	Hourly	\$ 29.77	\$ 31.26	\$ 32.81	\$ 34.47	\$ 36.18			
	Monthly	\$ 5,161	\$ 5,419	\$ 5,687	\$ 5,974	\$ 6,272			
BATTALION CHIEF (LINE)	Hourly	\$ 45.94	\$ 48.02	\$ 50.20	\$ 52.48	\$ 54.88			
	Monthly	\$ 11,149	\$ 11,652	\$ 12,181	\$ 12,736	\$ 13,317			
CAPTAIN	Hourly	\$ 36.15	\$ 37.96	\$ 39.86	\$ 41.85	\$ 43.94			
	Monthly	\$ 8,772	\$ 9,211	\$ 9,672	\$ 10,155	\$ 10,663			
CAPTAIN/ PARAMEDIC	Hourly	\$ 37.59	\$ 39.47	\$ 41.44	\$ 43.51	\$ 45.69			
	Monthly	\$ 9,122	\$ 9,578	\$ 10,057	\$ 10,560	\$ 11,087			
COMMUNITY RISK REDUCTION SPECIALIST	Hourly	\$ 29.77	\$ 31.26	\$ 32.81	\$ 34.47	\$ 36.18			
	Monthly	\$ 5,161	\$ 5,419	\$ 5,687	\$ 5,974	\$ 6,272			
DEFENSIBLE SPACE INSPECTOR	Hourly	\$ 25.00							
	Monthly	\$ 4,333							
DEFENSIBLE SPACE INSPECTOR TRAINEE (TEMP/LIMITED TERM)	Hourly	\$ 20.00							
	Monthly	N/A							
DEPUTY CHIEF	Hourly	\$ 83.83	\$ 87.71	\$ 91.78	\$ 96.05	\$ 100.54			
	Monthly	\$ 14,530	\$ 15,203	\$ 15,908	\$ 16,649	\$ 17,427			
DIRECTOR OF FINANCE	Hourly	\$ 72.65	\$ 75.97	\$ 79.45	\$ 83.11	\$ 86.19			
	Monthly	\$ 12,593	\$ 13,168	\$ 13,772	\$ 14,406	\$ 14,939			
DIRECTOR OF HUMAN RESOURCES	Hourly	\$ 72.65	\$ 75.97	\$ 79.45	\$ 83.11	\$ 86.19			
	Monthly	\$ 12,593	\$ 13,168	\$ 13,772	\$ 14,406	\$ 14,939			
ENGINEER	Hourly	\$ 31.52	\$ 33.10	\$ 34.75	\$ 36.49	\$ 38.32			
	Monthly	\$ 7,648	\$ 8,030	\$ 8,433	\$ 8,854	\$ 9,296			
ENGINEER/ PARAMEDIC	Hourly	\$ 33.11	\$ 34.77	\$ 36.50	\$ 38.33	\$ 40.25			
	Monthly	\$ 8,034	\$ 8,436	\$ 8,858	\$ 9,301	\$ 9,765			
FIRE CHIEF	Hourly	N/A							
	Monthly	\$ 19,928							

**El Dorado Hills Fire Department**  
**Public Salary Schedule**  
**4/4/2022**



CLASSIFICATION		STEPS								
		1	2	3	4	5	6	7	8	
FIRE EQUIPMENT MECHANIC	Hourly	\$ 35.87	\$ 37.67	\$ 39.56	\$ 41.53	\$ 43.61				
	Monthly	\$ 6,218	\$ 6,530	\$ 6,856	\$ 7,199	\$ 7,558				
FIREFIGHTER/ PARAMEDIC	Hourly	\$ 25.88	\$ 27.18	\$ 28.53	\$ 29.96	\$ 31.46	\$ 33.04	\$ 34.69	\$ 36.42	
	Monthly	\$ 6,280	\$ 6,595	\$ 6,925	\$ 7,271	\$ 7,634	\$ 8,016	\$ 8,417	\$ 8,838	
FIRE MARSHAL/ DIVISION CHIEF	Hourly	\$ 58.21	\$ 60.81	\$ 63.53	\$ 66.40	\$ 69.40				
	Monthly	\$ 10,090	\$ 10,540	\$ 11,011	\$ 11,509	\$ 12,029				
FIRE PREVENTION INSPECTOR I	Hourly	\$ 33.26	\$ 34.92	\$ 36.66	\$ 38.50	\$ 40.42				
	Monthly	\$ 5,764	\$ 6,053	\$ 6,355	\$ 6,674	\$ 7,007				
FIRE PREVENTION INSPECTOR II	Hourly	\$ 39.14	\$ 41.09	\$ 43.15	\$ 45.31	\$ 47.58				
	Monthly	\$ 6,784	\$ 7,123	\$ 7,479	\$ 7,853	\$ 8,247				
FIRE PREVENTION SPECIALIST	Hourly	\$ 45.20	\$ 47.46	\$ 49.83	\$ 52.32	\$ 54.94				
	Monthly	\$ 7,835	\$ 8,226	\$ 8,638	\$ 9,069	\$ 9,522				

## SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT (“Agreement”) is made effective as of March 31, 2019 by and between EL DORADO HILLS COUNTY WATER DISTRICT d/b/a El Dorado Hills Fire Department (“EDHFD”) and the RESCUE FIRE PROTECTION DISTRICT (“RESCUE”) (collectively, “the Parties”).

### RECITALS

WHEREAS, EDHFD and RESCUE have had a long-standing relationship; and

WHEREAS, RESCUE believes it could benefit from some of the “Depth of Organization” training and other support services EDHFD provides to its own personnel; and

WHEREAS, the two agencies agree that they can work cooperatively to meet one another’s needs in these areas at reasonable costs to either Party, and have been doing so for several months; and

WHEREAS, the Parties’ current relationship has been working well and the Parties desire to expand and maximize their sharing of personnel resources while the parties **explore** annexation options;

**NOW, THEREFORE**, the Parties hereby agree to share various services between them as follows:

### AGREEMENT

#### **1. TERM**

The term of this Agreement shall commence on January 1, 2020 and terminate at 5:00p.m. on December 31, 2024 unless terminated sooner by either Party pursuant to Section 5.

#### **2. SERVICES PROVIDED BY EDHFD TO RESCUE**

- A. EDHFD personnel would provide services to RESCUE personnel as follows:
1. Providing Interim Fire Chief services. The EDHFD Fire Chief will, in addition to regular duties for EDHFD, provide Interim Fire Chief services for RESCUE, including but not limited to general administration and oversight, budget administration, personnel management and supervision, and similar related activities described more fully in the attached Rescue Fire Chief job description (**Exhibit A**), which is incorporated into this Agreement by reference. Performance of all such duties shall be in accordance with the requirements and expectations of statutory law, applicable RESCUE rules and regulations, the direction and priorities provided by the RESCUE Board of Directors, and the customary duties and standards of a Fire Chief in California.

2. Providing Administrative Support Services;
  3. Providing 24/7/365 Chief Officer coverage through the on-duty Battalion Chief, including daily operational support;
  4. Providing training services: (a) to ensure compliance with applicable federal and state regulations, and (b) including RESCUE personnel in EDHFD's on-going "Shift Training" and "Target Solutions" programs;
  5. Providing Fire Prevention/Community Risk Reduction services to RESCUE;
  6. Providing human resources support, including but not limited to "TeleStaff" automated staffing services, coordinated testing and promotional exams, and apparatus maintenance support.
  7. Serving as JPA Systems Status Representative and as County Operations Representative; and
  8. Attended monthly and Special Board meetings and provide support to the RESCUE Board of Directors.
- B. The services outlined in this Section will be directed and assigned by the EDHFD Fire Chief, with the approval of the RESCUE Board of Directors.
- C. Cost for Services
1. RESCUE shall compensate EDHFD for services described in this Agreement seventy-five thousand dollars (\$75,000) per annum. Payments will be made annually and are due on the first day of July of each Fiscal Year 2020-2021, 2021-2022, 2022-2023, and 2023-2024).
  2. For Fiscal Year 2019-2020, partial payment will be due on January 1, 2020.

**3. PARTIES EXCLUSIVELY MAINTAIN RESPECTIVE EMPLOYEES**

- A. EDHFD employees providing services to RESCUE under this Agreement shall remain solely employees of EDHFD and shall have no claim to wages, benefits, pensions, civil service or any other rights provided by RESCUE to RESCUE's own employees.
- B. RESCUE employees providing services to EDHFD under this Agreement shall remain solely employees of RESCUE and shall have no claim to wages, benefits, pensions, civil service or any other rights provided by EDHFD to EDHFD's own employees.
- C. EDHFD and RESCUE shall each secure and maintain workers' compensation



insurance that will cover (i) its own employees who may provide services under this Agreement, as well as (ii) the other Party's employees who are providing services under this Agreement. EDHFD will indemnify and hold RESCUE harmless from and against claims by EDHFD employees injured while performing services for RESCUE. RESCUE will indemnify and hold EDHFD harmless from and against all such claims by RESCUE employees injured while performing services for EDHFD.

- D. Both Parties expressly agree that neither have, nor are assuming, any liability for the payment of wages or any other compensation or benefits to the other Party's employees performing services pursuant to this Agreement, nor shall either Party be liable for compensation to the other Party's employees for injury or sickness arising out of performance of services pursuant to this Agreement. All such liabilities are the exclusive responsibility of the Party employing such employees. EDHFD will indemnify and hold RESCUE harmless from and against claims by EDHFD employees. RESCUE will indemnify and hold EDHFD harmless from and against all such claims by RESCUE employees.
- E. Each Party shall be solely responsible for any and all labor discussions and negotiations with its own employees or their bargaining representative required by law (e.g. Gov't Code sections 3500 *et seq.*) or by each agency's ordinances, policies, or agreements. EDHFD agrees to indemnify and hold RESCUE harmless from and against any unfair labor practice charges or similar claims by RESCUE employees or their bargaining representative. RESCUE agrees to indemnify and hold EDHFD harmless from and against any unfair labor practice charges or similar claims by EDHFD employees or their bargaining representative.

#### 4. INSURANCE

EDHFD and RESCUE shall each maintain insurance in the form and amounts prescribed below. Each agency's own individual coverage shall be primary as to claims arising out of activities performed by its own personnel.

- A. Commercial General Liability insurance, occurrence form, with the limits of not less than \$1 million each occurrence. The general aggregate limit shall be not less than \$2 million. The fire damage component of such insurance shall be not less than \$100,000.
- B. Automobile Liability insurance, occurrence form, with a limit of not less than \$1 million each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. Workers Compensation in at least the minimum statutory limits.

- D. General provisions for all insurance shall include the other Party, as well as its elected and appointed officials, employees, and agents, as additional insureds with respect to this Agreement and the performance of services in this Agreement. Additional insured status under this provision shall be limited to each Party's obligation to indemnify the other as described in this Agreement.

No changes in insurance affecting the requirements above may be made without the written approval of all Parties.

## 5. TERMINATION OF AGREEMENT

- A. Either Party may unilaterally terminate this Agreement for any reason upon 30 days' written notice delivered by hand-delivery or by overnight delivery service allowing for package tracking (e.g. Federal Express, Golden State Overnight, etc.) The notice shall be effective as of the date of delivery.
- B. Notice of Termination shall be delivered either to the Party's Chairperson of its Board of Directors or to its Clerk of the Board.

## 6. INDEMNIFICATION

- A. RESCUE shall indemnify and hold harmless EDHFD, and its directors, officers, managers, employees, agents, contractors, successors and assigns, from and against any and all liability and loss including reimbursements of all costs and expenses created by a claim, including, but not limited to, costs to defend, administrative costs, judgments, awards or settlements resulting from (i) RESCUE's performance of its obligations hereunder, (ii) any actions or conduct of RESCUE, its agents or its employees, including, but not limited to, those that are the basis of a charge of retaliation, discrimination, harassment, wrongful termination, or other employment-related causes of action.
- B. EDHFD shall indemnify and hold harmless RESCUE, and its directors, officers, managers, employees, agents, contractors, successors and assigns, from and against any and all liability and loss including reimbursements of all costs and expenses created by a claim, including, but not limited to, costs to defend, administrative costs, judgments, awards or settlements resulting from (i) EDHFD's performance of its obligations hereunder, (ii) any actions or conduct of EDHFD, its agents or its employees, including, but not limited to, those that are the basis of a charge of retaliation, discrimination, harassment, wrongful termination, or other employment-related causes of action.
- C. In addition, each Party agrees to defend, indemnify, and save the other Party harmless from any and all claims arising out of said Party's employees' intentional or negligent acts, errors, omissions or willful misconduct while performing pursuant to this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or

result from the negligent or intentional acts or omissions of said Party, its officers, employees, or agents.

- D. Each Party hereby agrees to defend itself from any claim, action or proceeding arising out of the concurrent acts or omissions of its employees. In such cases, each Party agrees to retain its own legal counsel, bear its own defense costs, and waive its right to seek reimbursement of such costs.
- E. Notwithstanding the above, where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with the verdict's or award's allocation or determination of comparative fault.
- F. For purposes of this section, the terms "employee" or "employees" shall refer to and include employees, officers, agents, representatives, subcontractors or volunteers. Notwithstanding the foregoing, no employee, officer, agent, representative, subcontractor or volunteer of any Party to this Agreement shall be considered an "employee" of any other Party to this Agreement for purposes of indemnification.
- G. The provisions listed under this Section shall survive termination of this Agreement. Both parties agree to notify each other immediately upon assertion or possible assertion of any and all such claims and to cooperate with one another in the investigation and defense of said claims. With specific regard to the aforementioned duty to cooperate, time is of the essence. Both parties acknowledge and agree that the failure to notify the other Party of any claim shall be deemed hereunder a material breach of this Agreement.

## **7. NO ASSIGNMENT**

Any assignment or transfer of rights and/or obligations of any conditions, in whole or in part, of this Agreement by either Party hereto without the express written consent of the other Party shall be null and void.

## **8. MISCELLANEOUS**

- A. Force Majeure. Neither Party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- B. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The article and paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the articles and paragraphs or be considered in their interpretation. This

Agreement may be executed in several counterparts, each of which shall be deemed an original.

- C. Entire Agreement. This Agreement shall constitute the full and complete Agreement between the parties hereto. This Agreement supersedes all prior negotiations, representations or agreements, if any.
- D. Amendments. This Agreement may be modified in writing and signed by both parties.
- E. Invalidity of Provisions of this Agreement. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.
- F. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressed.
- G. Negotiated Agreement. The provisions of this Agreement are the product of negotiation among all parties and shall not be construed as having been prepared by one Party or another. Each Party to this Agreement understands its right to seek independent counsel and advice regarding the terms of this Agreement prior to execution of the Agreement.
- H. No Third-Party Beneficiary. This Agreement is only for the benefit of the Parties as municipal or corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.
- I. Authorized Signatures. Each Party represents and warrants that the signatories to this Agreement are legally authorized to sign and enter into this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Dated: 12/19/2019

EL DORADO HILLS COUNTY WATER DISTRICT d/b/a El Dorado Hills Fire Department

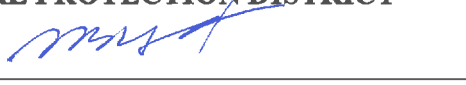
By: 

Name: John Cervantes

Its: Board President

Dated: 12/10/2019

RESCUE FIRE PROTECTION DISTRICT

By: 

Name: MATTHEW & KURT

Its: Board President



## First Amendment to Shared Services Agreement

### RECITALS

**Whereas**, the EL DORADO HILLS COUNTY WATER DISTRICT dba El Dorado Hills Fire Department (EDHFIRE) and the RESCUE FIRE PROTECTION DISTRICT (RESCUE) (together “the Parties”) entered that certain “Shared Services Agreement” (the Agreement) dated March 31, 2019, through which the parties have provided for the sharing of resources, including personnel, on the terms and conditions outlined therein; and,

**Whereas**, the Agreement outlined the various services, positions and staffing to be provided by each agency to the other and further provided for compensation to be paid by RESCUE to EDHFIRE to cover cost of supplying such services, positions and staffing; and,

**Whereas**, the Parties have recognized that certain additional services, positions and/or staffing is required by RESCUE which was not previously contemplated by the Agreement, including the provision of personnel to fill the an Administrative Assistant position previously employed directly by RESCUE; and,

**Whereas**, the Parties desire to enter into this Amendment to add the Administrative Assistant to the list of services provided by EDHFIRE and to require RESCUE to reimburse EDHFIRE for the cost thereof.

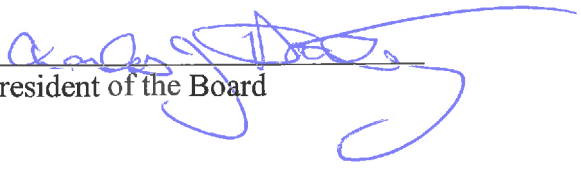
**Now Therefore**, the Parties hereto agree as follows:

1. Agreement to continue in full force and effect. The Agreement shall continue in full force and effect through the balance of its Term, as amended hereby.
2. Services To Be Provided By EDHFIRE to RESCUE. Section 2.A.9. is hereby added to the Agreement as follows:
  9. An administrative Assistant shall be provided by EDHFIRE to RESCUE utilizing either EDHFIRE personnel or temporary staffing personnel.
3. Cost for Services. Section 2.C.3. is hereby added to the Agreement as follows:
  3. RESCUE shall reimburse EDHFIRE for the full cost of providing the Administrative Assistant required by Section 2.A.9. Full cost shall be the entire amount paid to a temporary staffing agency if filled by temporary personnel, or the full wage and benefit cost of an EDHFIRE employee if EDHFIRE employees are utilized not to exceed \$37,770, or as otherwise agreed upon in writing by the respective Boards of the Parties.

This First Amendment to Shared Services Agreement is entered on the later of the dates set forth below.

Dated: 10-15-20

El Dorado Hills County Water District

By:   
Its: President of the Board

Dated: 10-14-20

Rescue Fire Protection District

By:   
Its: President of the Board