



**REQUEST FOR PROPOSAL  
INVITATION FOR BIDS**

**20' - 22' PATROL BOAT**

**2011/2012**

**1. INTRODUCTION**

The Casitas Municipal Water District (CMWD) is requesting a proposal for the manufacture, testing and delivery of a 20' - 22' heavy aluminum vessel. It is the intent of CMWD to receive proposals that include all technical and supplier services to provide labor, materials, equipment, applicable taxes, delivery to CMWD at Lake Casitas Recreation Area (LCRA) and all other costs for a completely operational vessel as described in this Request for Proposal. It is expected that upon selection and approval of a proposal CMWD will issue a Purchase Order to the successful supplier. The proposal should address the delivery and timeframe that may be actually required if different from CMWD's desired delivery and acceptance date.

**2. PROPOSAL SUBMITTAL**

The proposal should be submitted in written form to CMWD, Lake Casitas Recreation Area, 11311 Santa Ana Road, California 93001. Attention: Officer Suzi Taylor. Proposals will be accepted until **Thursday, January 5, 2012 @ 11:00 a.m.** No proposals will be accepted after that time and date.

**3. BACKGROUND**

Lake Casitas Recreation Area is a 2,600-acre impoundment located in Western Ventura County. The water level can vary greatly depending on rainfall and outflow of the reservoir. The vessel is being purchased with funds from Grant #11-204-750, issued by the California Department of Boating & Waterways (DBAW). The vessel shall be constructed so as to withstand the rigorous use required for enforcement of Lake Regulations and routine patrol activities, emergency and non-emergency vessel assist, search and rescue, and beaching without damage. It shall be suitable for rough conditions in the lake.

**4. PROJECT AND SCOPE**

Guidelines for the vessel requirements are outlined in the Boat and Trailer Specification, attached hereto as **Exhibit A** and made a part hereof. CMWD will consider materials and performance other than those contained in the **Exhibit A** provided they equal or exceed those stated. When selecting a supplier, CMWD will take into consideration supplier's years of experience in construction of similar boats, how closely the supplier is able to comply with materials and performance guidelines, and the delivery and acceptance date of not later than **May 15, 2012**.

**5. MATERIALS AND WORKMANSHIP**

(a) Where a specific brand is named it shall be construed solely for the purpose of indicating the standard of quality, performance, or use described. Brands of equal quality, performance and use shall be considered, provided the Supplier specifies the brand and model, and submits descriptive literature to CMWD's representative and obtains written

approval.

(b) All apparatus (machinery, equipment, piping, etc.) are to conform to good marine practice for vessels of this class. Materials shall be ordered to recognized standard sizes, wherever such apply, to facilitate replacement or repair. All materials and equipment, other than those supplied by CMWD, shall be new and of the best commercial quality. CMWD and Supplier shall reach written agreement as to manufactured items to be supplied for the vessel.

(c) The Supplier shall provide suitable facilities and exercise proper diligence in connection with the storage, handling and installation of all CMWD supplied materials and equipment. Machinery and other components subject to damage or deterioration from exposure to weather or excessive heat, cold, or humidity shall be placed in suitable warehouses or otherwise properly protected. Special attention shall be given to manufacturer's installation instructions.

(d) All workmanship entering into the construction of the vessel shall conform to a high standard of commercial boat building practice and shall result in fair lines and smooth surfaces. Sharp and ragged edges or corners of structure which are unsightly or which could cause injury to personnel shall be removed, ground smooth, or snipped. Within tanks, bilges, peaks and any other spaces or areas which could trap liquids, limber holes of adequate size shall be provided to ensure effective drainage.

(e) Where it is necessary to provide holes for the passage of wiring, piping, etc. in important structural members, compensation shall be provided where appropriate. In general, if such holes remove more than twenty percent (20%) of the depth of the web of a member structural compensation shall be provided. Any holes in the web of a structural member shall be centered in the web or, if they are unfavorably located, reinforcement shall be required. Cuts in decks, shell, bulkheads, and main strength members shall be radiused at the corners with a radius of 1/8 of the transverse dimension of the opening not to exceed twenty-four inches (24"). Adequate reinforcement shall be provided where required in way of penetrations of shell, decks, and bulkheads. Insert plates or reinforcing rings shall be used.

(f) Bi-metallic connections between aluminum and copper or copper rich alloys, such as the brasses or bronzes, or between aluminum and ferrous alloys shall be avoided. The preference of material shall be stainless steel. Where aluminum to copper or ferrous alloys joints cannot be avoided, control of galvanic corrosion shall be achieved through the use of non-absorbent insulating materials and stainless steel fasteners.

## 6. SPECIAL CONDITIONS

(a) The proposal should consider all aspects of the Boat and Trailer Specifications as referenced in **Exhibit A** and include any additional considerations that will make the project complete. CMWD has provided the following project scope narrative to assist in clarifying its intent of what the completed project shall consist. There may be additional elements that should be added to the scope of work and Supplier should address these in the proposal.

(b) It is contemplated that the selected Supplier will provide all equipment, personnel, mobilization, testing, analysis, administration and other work necessary to manufacture the heavy aluminum vessel.

(c) All work shall be performed in conformance with general industry safety orders of the state in which the work is to be performed.

(d) Supplier and its subcontractor(s) shall perform the work to the highest standards of workmanship in accordance with current U.S. Coast Guard, National Marine Manufacturer's Association and American Boat and Yacht Council regulations and standard marine repair practices.

(e) Vessel shall be tested, delivered and accepted by CMWD no later than **May 15, 2012**.

(f) Disabled Veteran Business Enterprise Participation Certification. Supplier shall comply with the Disabled Veteran Business Enterprise Participation Requirements; guidelines are attached hereto as **Exhibit B**.

(g) Non-Discrimination. Supplier and any sub-contractors shall execute the Non-Discrimination Addendum attached hereto as **Exhibit C**.

(h) Recycling Certification. Supplier shall execute the Recycled Content Certification attached hereto as **Exhibit D**.

(i) Contractor Certification. Supplier shall execute the Contractor Certification attached hereto as **Exhibit E**.

(j) Vessel Testing. Supplier shall conduct water and machinery trials (trials) to the complete satisfaction of CMWD, which shall include, but not be limited to the following:

(1) Trials shall be conducted at Supplier's sole cost and expense and may be held at Supplier's place of manufacture, a body of water selected by Supplier and approved by CMWD.

(2) Supplier shall notify CMWD at least ten (10) days prior to trials and allow CMWD personnel to observe such trials.

(3) **Vessel shall be tested in fresh water only. It shall not be exposed to salt water.**

(4) A trial of all machinery shall be conducted prior to the vessel being launched which shall include the following:

- (i) Engine shall be run at idle at 1000 RPM with clutch engaged for one (1) hour.
- (ii) Engine temperature and oil pressures shall be monitored.
- (iii) All piping shall be inspected for leaks.
- (iv) Decibels at operator's console shall be tested.
- (v) Trial results shall be made available to CMWD.

(5) Water trials shall be commenced only after successful completion, as determined by CMWD, of the dock and machinery installation trials.

(6) Water Trials will be performed while vessel is carrying all the specified equipment and payload that would be carried on patrol or search and rescue activities, e.g. full fuel tanks, all required rescue equipment supplied by CMWD, complement of three (3) people and miscellaneous equipment or equivalent weight of two hundred (200) pounds. Water trials shall include, but not be limited to:

(i) Speed runs over a measured mile course, one (1) run in each direction beginning at 1000 RPM and then every 500 RPM thereafter, not to exceed the maximum RPM recommended by the engine manufacturer.

(ii) Instrument readings shall be recorded during all runs.

(iii) Decibels at the operator's console shall be tested through the entire range of engine operation with windows and hatches closed and with any canvas enclosures in place.

(iv) Determine whether vessel is able to maintain an average speed of not less than 45MPH in calm water without exceeding ninety percent (90%) of manufacturer's recommended maximum engine speed.

(v) Trials to successfully demonstrate turning circles at various RPMs, course keeping, maneuvering ability at slow speeds and towing capabilities, as determined by CMWD.

(vi) Performance trials to demonstrate constant and safe control of the vessel through all operations.

(vii) Trial results shall be made available to CMWD

(k) Failure of Any Tests. In the event the vessel fails any or all of the required trials, Supplier shall, at

its sole cost and expense, including, but not limited to, the cost of transportation to the original place of manufacture, make repairs, corrections and/or redesign as appropriate to ensure successful completion of trials.

(l) Invasive Species Quarantine Requirements. Supplier should be aware that vessels launched in waters known to be infected by invasive species are subject to a “clean and dry inspection” and a twenty-eight (28) day quarantine period. All vessels that have been launched in other waters are subject to a “clean and dry inspection” and a ten (10) day quarantine period. See **Exhibit E-1, Exhibit E-2 and Exhibit E-3** attached hereto for more information.

(m) Warranties shall include, but not be limited to:

- (i) Hull - Minimum of ten (10) years for materials and workmanship.
- (ii) Equipment provided by Supplier – Manufacturer’s Warranty or California Law.

(n) Liquidated Damages. An amount of fifty dollars (\$50.00) per day shall be payable by Supplier to CMWD for each day after May 15, 2012 that Supplier fails to deliver the vessel as approved and accepted by CMWD. Such sum is for liquidated damages and shall not be construed as a penalty. Such sum may be deducted from payments due the Supplier if such delay occurs.

## 7. PROPOSAL CONTENT

It is the intent of this Request for Proposal to seek only those proposals that will directly address the particular project of CMWD. The Suppliers submitting proposals need not provide any general information about the Supplier, but only that particular information that specifically addresses the needs of this proposal. The scope provided by the proposal should address not only the details in the Request For Proposal, but should also address those issues and relative points that may not have been described in the Request For Proposal, which the Supplier believes to be pertinent to this particular project specifications. The proposal should contain the following elements:

(a) Experience. The proposal content should begin with the experience the Supplier has with heavy aluminum vessels similar to that proposed by CMWD. The Supplier should submit a listing of references with names and phone numbers of at least three similar vessels the Supplier has completed over the past five (5) years.

(b) Vessel Specifications. Supplier shall provide a complete description and specifications for the proposed vessel.

(c) Work Plan and Time Frame. The proposal should include a work plan and time frame for providing the vessel.

(d) Submittals. Supplier shall submit the following information as a part of the proposal:

- (1) Technical information and documents on the equipment to be provided by Supplier.
- (2) Technical information on all mechanical equipment (pumps, motors, etc).
- (3) Technical information on all installed electronics and systems.
- (4) Statement of quality review and inspection processes.
- (5) Warranty information for materials and work, including but not limited, to the name(s) and address(es) of the person(s) responsible for warranty work, conditions of the warranty, and period of time warranty will be valid.
- (6) Free On Board (FOB) Location if other than Lake Casitas Recreation Area 11311 Santa Ana Road, Ventura, CA 93001 must be specified in proposal.

(e) Conflicts. The Supplier shall identify any conflicts which it believes could affect the project work and the ability to complete the project on schedule.

(f) Exceptions. Any exceptions to the specified insurance and indemnification requirements outlined in Paragraphs 8 and 9 below.

(g) Location of Water Trials. Supplier shall include in proposal intended bodies of water for Water Trials

(h) Free On Board (FOB) Location. FOB if other than Lake Casitas Recreation Area 11311 Santa Ana Road, Ventura, CA 93001 must be specified in proposal.

## **8. INSURANCE**

Supplier shall provide evidence of automobile, liability and workers' compensation insurance coverage in accordance with **Exhibit F** attached hereto.

## **9. INDEMNIFICATION**

This project shall be completed in conformance with Indemnity provisions stated in **Exhibit F**.

## **10. SELECTION PROCESS**

CMWD reserves the right to reject any and all proposals that are considered unacceptable by CMWD or to waive any minor irregularities if so deemed by CMWD for any reason. If CMWD is unable to enter into an agreement with the selected Supplier for any reason, it reserves the right to award the contract to the next qualified, responsible Supplier using the same selection process. CMWD reserves the right to retain all proposals for a period of thirty days (30) and to reject any and all proposals for any reason at the sole discretion of CMWD, with or without cause. The selection of the Supplier to complete the work will be based upon the following criteria:

(a) Qualifications and experience of the Supplier with similar vessels.

(b) The thoroughness and thought put into the proposal and the detail of the scope of work provided by the Supplier and in particular how closely Supplier is able to comply with materials and performance guidelines and the delivery date.

(c) The maximum fee, applicable warranties and materials specified by the Supplier.

(d) The completed vessel's ability, as proposed, to fulfill the required tasks in an employee friendly manner, with limited maintenance.

(e) Location of Water Trials and the cost to CMWD to have personal attend the trials.

(f) FOB Location.

(g) Meeting the grant DVBE participation requirements.

## **11. CONTRACT**

It is expected that CMWD will issue a Purchase Order to the selected Supplier to perform the project in accordance with the Request for Proposal and attachments thereto, Supplier's Proposal, and any changes to Supplier's Proposal negotiated after the closing date. Additional conditions shall include, but not be limited to, the following:

(a) That CMWD will be provided with and retain ownership of all documents, product manuals, files, O&M manuals for the drive system and all electronic equipment, and other work generated in connection with this project.

(b) That the Supplier and any subcontractor shall provide liability and workmen's compensation insurance and indemnification in accordance with the Insurance & Indemnification Requirements attached hereto as Exhibit E and made a part hereof.

(c) That any review and discussion of the bills shall not be cause for extra cost or billings.

(d) Any dispute resulting in lawsuits shall be filed and processed in Ventura County in accordance with the laws of the State of California.

(e) Any changes in the scope of the project after a Purchase Order has been issued must be the form of a written Change Order executed by the General Manager and requiring the prior approval of the California Department of Boating & Waterways.

## **12. PAYMENT SCHEDULE**

CMWD shall authorize a payment of ten percent (10%) of the amount due upon issuance of the purchase order and eighty percent (80%) at the beginning of the testing period. The remaining balance shall be paid within thirty (30) days after written acceptance of the vessel by CMWD.

## **13. CMWD CONTACT**

Suzi Taylor  
Park Services Officer  
11311 Santa Ana Road  
Ventura, CA 93001  
Telephone: (805)-649-2233, Ext. 101  
Fax: (805)-649-4661  
E-Mail: [staylor@casitaswater.com](mailto:staylor@casitaswater.com) .

### **Attachments:**

Exhibit A Boat and Trailer Specification  
Exhibit B Disabled Veteran Business Enterprise Participation Requirements  
Exhibit C Non Discrimination Addendum  
Exhibit D Recycled Content Certification  
Exhibit E Contractor Certification  
Exhibit F-1 Policies & Procedures for Vessel Inspection for Invasive Species  
Exhibit F-2 Vessel Quarantine, Re-Entry, Temporary Storage & Tamper-Proof Tag Program  
Exhibit F-3 Vessel Survey – Contains list of Infected Waterways  
Exhibit G Insurance & Indemnification Requirements.  
Exhibit H Conceptual Image of Vessel

## BOAT AND TRAILER SPECIFICATIONS

The specifications below are the minimum requirements supplier shall note whether their product meets the requirement or shall specify the proposed alternative.

| <b>GENERAL CONSTRUCTION SPECIFICATIONS</b>   |                        |
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|  | PROPOSED COST/RESPONSE |
| 1. Deep-Vee, marine grade heavy-duty aluminum, 20' - 22' centerline length   | 1.                     |
| 2. Dead-rise of approximately 16 degrees at transom, bow maximum 34 degrees.   | 2.                     |
| 3. The hull shall be constructed of welded marine grade aluminum alloy, minimum .250" bottom thickness, .125" side thickness, and .325" transom thickness.   | 3.                     |
| 4. The front bow area is to have a lower foredeck area flat with drains port and starboard, forward of the walk-through windshield. There will be an upper deck with storage under the upper deck with a lockable aluminum door.   | 4.                     |
| 5. Bottom should be hard chinned with fully welded one piece bottom at planning surface with full transverse stringers no more than 12" apart and multiple longitudinal stringers, no more than 12" apart.   | 5.                     |
| 6. The bow keel area will have beaching plates to stop abrasion to hull when beaching.   | 6.                     |
| 7. Side height to be 34" to 37". Sides and bottom to meet at pointed bow. Top of gunwale approximately 8" wide with a beam of 108". Bottom width approximately 84" between chines. Distance from water to top of gunwale not to exceed 24".  | 7.                     |
| 8. All doors and hatch covers to be framed with 1" aluminum alloy channel, full piano hinge and double stops. Hull to be assembled by using a shaped and slotted extrusion between sides and bottom (chine), sides, and top combing. All welds on both sides in hull structure to be continuous and stress free, with full bead weld. No rivets. | 8.                     |

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| <p>9. Gunwale storage will be on both sides. One side shall be lockable and water tight. The storage on the other side shall be open with a shelf. This gunwale storage will be approximetly 7’-10’ long.</p>  | <p>9.</p>  |
| <p>10. Port and starboard step inside the open storage area.</p>   | <p>10.</p> |
| <p>11. Rub rail running from the bow to the transom. The 2” “D” rail made of rubber runs from 1’ back of the bow point to the ransom along the gunwale edge and shall be bolted through the hull with stainless steel bolts (300 series or better) and nylon lock nuts and nylon washers. There shall be an additional 3” “D” rail located 13” below the 2” “D” rail (center to center). This “D” rail shall run from the transom forward approximately 22’.</p> | <p>11.</p> |
| <p>12. Bow eyes, 2 each, (may be 1 unit with 2 eyes) welded, mounted vertically immediately adjacent to each other. 1 eye to be used for trailer tie down, the other to be used for safety chain. Stern eyes, 3 each, mounted on outside of boat. 1 near each side 2.5” in from outside edge and 8” down from top. The other is to be centered between each side and 8” down from the top.</p>   | <p>12.</p> |
| <p>13. A 3” high heavy duty, schedule 40 aluminum tubing safety rail will run from the transom area to the rear of the windshield, with an opening on both the port and starboard sides aft of the passenger seats. The rail will continue from the front of the windshield to proximity near the bow. There is to be an opening at the extreme bow for access. Rail will be welded to the gunwale.</p>  | <p>13.</p> |
| <p>14. Aluminum diamond plate shall be attached to the flat gunwale at each entry point on the vessel.</p>   | <p>14.</p> |
| <p>15. Welded and reinforced tow bit on mid aft transom sized to retain maximum dead pull capability of the vessel.</p>  | <p>15.</p> |
| <p>16. A convex ski type rear view mirror mounted at the helm for maximum visibility, approximately 4” by 8”.</p>  | <p>16.</p> |
| <p>17. All electrical wire harnesses must run</p>  | <p>17.</p> |



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| in conduit, encasing the wiring.   |     |
| 18. All electrical wire harnesses must be encased in a small appropriate size conduit before entering compartment. All harnesses in the engine compartment will be tied up as high as possible and heat-shielded as required. The instrument panel and electrical harness to be designed with a plug to allow the dash panel to be removed without detaching each wire from each instrument.   | 18. |
| 19. All wiring harnesses must meet ABYC standards and color code for NMMA certification.   | 19. |
| 20. Vessel to meet U.S.C.G. level floatation requirements.   | 20. |
| 21. Polyurethane will be used for standard NMMA certification for basic flotation.   | 21. |
| 22. Decking to be High Density Polyethylene Marine Board (HDPE) with non-skid textured finish, gray in color.  | 22. |
| 23. Minimum of ten (10) years manufacturers' warranty on any breach in hull.   | 23. |
| 24. Starboard side window shall not exceed shoulder seat of driver to allow boat operator to push other boats away while sitting in the operator's seat.   | 24. |
| 25. All welded aluminum shall be 5000 series grade.  | 25. |
| <b>ENGINE/OUTDRIVE</b>   |     |
| 1. New MARINE GRADE 8.1 OR 496 CUBIC INCH KEM, 375 HP gasoline powered or approved equal with top mount starter. Outdrive to be Hamilton 212 jet drive propulsion, or approved equal with stainless steel impeller. 1 spare impeller to be included. Inboard motor mounted raw water pump. Provide engine oil filter location that is suitable for ease of maintenance. Engine compartment must have 6" clearance between engine and vessel floor for access to bilge bottom on port, starboard, and front. Engine must meet California State Engine Exhaust Limitations at 50'. Alternator rated for anticipated electrical load at idle engine RPM. Unit shall maintain all electrical | 1.  |

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| systems while engine is at idle to simulate patrol operations in fog or low visibility conditions. Jet unit to be equipped with “E-Z Clean” stomp grate cleaner or approved equal with a top mount starter.  |    |
| 2. Engine compartment to have two (2) 1” drain holes with plugs to the exterior of the hull to provide complete draining of engine bilge.  | 2. |
| 3. Engine compartment must be wide enough for easy access to filters and bilge pumps.  | 3. |
| <b>WINDSHILED/CONSOLES</b>   |    |
| 1. Port and starboard console to have windshield for operation during winter months, with center portion to be hinged with a walk through opening to the bow and to be 24” minimum in width. This will enable backboard and patient to be loaded from the bow. The glass panes are to be rubber mounted tinted safety glass only. Glass to be oversized to avoid implosion from waves. | 1. |
| 2. Port console will have lockable storage with watertight doors. There will be compartments to accommodate radio and light control equipment at console.  | 2. |
| 3. There shall be a circuit breaker installed next to each rocker switch on the control console.   | 3. |
| 4. Heater/defroster package with outlets at both port and starboard consoles and both foot sections. Minimum 12,500 BTU output two speed fans with controls at helm. Mounted to prevent rough water damage.  | 4. |
| <b>STEERING AND CONTROLS</b>   |    |
| 1. All steering controls are to be at the starboard console. MORSE 290, or approved equal, tilt helm, with new ATWOOD WHEEL, or approved equal.  | 1. |
| <b>ELECTRONICS</b>   |    |
| 1. Galls Deluxe Three Unit Kit (SK151) or approved equal. Kit includes siren, speaker, and light control console. Speaker to be mounted to front bow, not radar arch.  | 1. |
| 2. Humminbird 998c SI Combo or approved equal. Unit should include color   | 2. |

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| sonar and GPS. Must also include both antenna and transducer.   |    |
| 3. Motorola XPR 4350 (VHF) or approved equal and antenna.   | 3. |
| 4. Three (3) Motorola Heavy Duty Headset PMLN5275 or approved equal, including compatible adaptor.  | 4. |
| <b>DECK/INTERIOR LIGHTING</b>   |    |
| 1. All interior lighting will have combination white and red LED lights to benefit night operations and viewing through operator windows.   | 1. |
| <b>TOP DESIGN/RADAR ARCH</b>  |    |
| 1. The top may be a hard top of the 2/3, 1/2, or wing design, or a full canvas design as approved by purchaser. Any hardtop design submitted must accommodate mounting of emergency light bars and remote spotlight equipment. Radar arch shall be as low as possible to the top while maintaining visibility to the light bar. Not to exceed 3" above the top. If a full canvas top design is submitted, there shall be a radar arch of 2 1/2" schedule 40 tubing with built in hand rails wired for the aforementioned equipment. | 1. |
| 2. Lightbar to be a 47" "Code 3 2100 21TR" 16 head light bar. Color blue, with alley and takedown lights. All controls for emergency equipment will be starboard console mounted. All electrical wiring shall be run inside the main support tubing, and be equipped with a non-visible plug system. Arch to be designed to prevent rough water damage.   | 2. |
| 3. All top design will taper to a 74" minimum head clearance at the operator's station and aft section of top.  | 3. |
| <b>CANVAS TOP</b>   |    |
| 1. All canvas tops will be suitable for complete enclosure in accordance with the type of top design submitted. (2/3, 1/2, or wing). A winter top with backdrop curtain and two side curtains. The 2 sides and backdrop are to be removable, utilizing aluminum swivel connectors and stainless steel snaps. Vinyl zippers are to be used where the enclosure/top pieces attach. The  | 1. |

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| length of the tip will run from the windshield just aft of the side seats. All canvas will be blue in color, heavy duty, marine grade canvas, or approved equal approved by the purchaser. Clear plastic must be used in the design of the side panels to ensure maximum visibility. All framing and fittings to be rigid. All welded aluminum and hard fastened with stainless steel bolts (rigid frame).  |    |
| 2. Mooring cover to be a full 2 piece design. 1 piece will cover the deck area aft of the passenger seats and the winter drop curtain. The design shall prevent water accumulation when vessel is level. The second piece will cover the cockpit area, from the windshield to the rear of the passenger seats and to the winter drop curtain. During summer operation when the drop curtain is removed, the 2 pieces will zip together to form 1 large cover. Cover to be constructed with Sunbrella Marine Fabric or approved equal.   | 2. |
| 3. All canvas to withstand highway towing pressures and adverse weather.  | 3. |
| <b>ENGINE COVER</b>   |    |
| 1. Coffin style with top mount cushion. Insulated against engine noise, no more than 90 D.B.L. at the operator's console and 82 D.B.L at 50'. Attached handles for opening engine cover should be on both sides and center of cover.  | 1. |
| <b>SWIM PLATFORM</b>  |    |
| 1. Swim platform shall be a full length of at least 32" and full width must be able to accommodate a body bag with 4 tie downs located along bottom outside edge of platform. Aluminum diamond plate affixed to transom with lower rail support on both port and starboard. Swim platform to be as close to the water as possible. Supports to be welded to plate then to transom to prevent cracking at transom. There will be a set of steps attached to the port side or integrated into the platform. There will be 2 aluminum handles minimum 12" by 1" welded to the port and starboard side of the transom. Handles to | 1. |

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| be welded at a diagonal.   |    |
| <b>TRIM TABS</b>   |    |
| 1. 2 trim tabs installed to allow operator control of vessel trim.   | 1. |
| <b>FUEL TANK</b>   |    |
| 1. Single 60-70 gallon fuel tank. Tank material is to be marine grade aluminum, baffled, pressure tested, and certified. Tank to have dual vented system with Atwood shelf venting cap, or approved equal. All installation and materials to meet minimum Federal approved specifications. | 1. |
| 2. Easily accessible gas fill in the gunwale.  | 2. |
| 3. A heavy-duty marine water/fuel separator filter will be installed.  | 3. |
| <b>BATTERIES</b>   |    |
| 1. 2, 12 volt negative ground heavy-duty RV/Marine batteries with a minimum of 800 amperes, cold cranking power. Group 24 or 27 Interstate or approved equal.  | 1. |
| 2. Batteries are to be stored in an accessible transom tray in engine compartment in plastic boxes, secured in the transom with a safety lip to prevent sliding forward.   | 2. |
| 3. 4 positions (off-1-2-both) PERKO brand dual battery switch, or approved equal. Switch will be easily accessible behind a lockable door in the transom.  | 3. |
| 4. Properly sized copper battery cable, both positive lead and ground lead.  | 4. |
| <b>WINDSHIELD WIPERS</b>   |    |
| 1. Dual heavy-duty windshield wipers with 18" blades and full panoramic capabilities.  | 1. |
| <b>DOCKING LIGHTS</b>  |    |
| 1. 2 Barnegot docking lights model QL-3294/L-H 7604 mounted in bow.  | 1. |
| <b>NAVIGATIONAL LIGHTING</b>   |    |
| 1. International rules navigational lighting, marine grade, USCG approved. PERKO 602 Series LED Side lights (black plastic housing), or approved equal. To be flush mounted on transom.  | 1. |
| <b>SPOT/SEARCH LIGHTS</b>  |    |
| 1. 2 Golight model 2067 permanent remote control spotlights with dashmount and wireless remote combo, or approved  | 1. |

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| equivalent. Lights to be mounted on starboard and port sides of radar arch or approved hard top design. Controls to be mounted on each console position for the corresponding spot/floodlight.  |    |
| <b>ROCKER SWITCHES</b>  |    |
| 1. All rocker switches used will be euro style heavy-duty switches, rated 30 AMP resistive, with lighted indicators for the “on” position. There shall be a circuit breaker installed next to each rocker on the control console.   | 1. |
| <b>BILGE</b>  |    |
| 1. There will be two heavy-duty bilge pumps both with a minimum of 1500GPM. One will be wired directly to one battery with an auto float switch to allow automatic operation with the battery switch in the “off” position. The second pump switch will be momentary type. Bilge pumps must be accessible for cleaning. | 1. |
| 2. Bilge blower will have air outlet minimum 135 CFM with a dash mounted control switch with light. Unit to be installed in bilge area of vessel as per USCG regulations.   | 2. |
| <b>HORN</b>   |    |
| 1. AFI model high pitch, black, 12-volt, or approved equal.   | 1. |
| <b>DECK CLEATS</b>  |    |
| 1. Seven (7) 8” deck cleats welded aluminum with backing plates installed; 3 port side, 3 starboard side, and 1 in the bow.   | 1. |
| <b>THROTTLE AND SHIFT</b>   |    |
| 1. MJB Dual Lever Control, or approved equal. Morse Red Jacket, stainless steel control cables, or approved equal.  | 1. |
| <b>VENTS</b>  |    |
| 1. Intake and exhaust ventilation is to be louvered. Chrome Attwood Model 1488 or approved equal.   | 1. |
| <b>GAUGES</b>   |    |
| 1. FARIA brand with internal lighting or approved equal. Speedometer, tachometer, voltmeter, water temperature, hour meter, to read in tenths. Audible alarm with red light on oil pressure and water temperature   | 1. |

|   |    |
|---|----|
| gauges. Electrical fuel gauge. Dimmer switch for gauge lighting. All gauges to be located on operator's side.   |    |
| <b>SEATS</b>  |    |
| 1. 2 Mariner Severe Duty Rough Water Dual Shock Seats with Arms or approved equal. Marine grade, vinyl upholstery. Both seats must swivel. An upholstered bench seat with folding back and storage box underneath installed behind each seat, set lengthwise on each side.  | 1. |
| <b>PAINT</b>  |    |
| 1. Hull sides will be painted white between the top of the gunwale and the waterline. No paint below the waterline. Logos and markings to be affixed to vessel as specified by CMWD.  | 1. |
| 2. All paint shall be aluminum compatible.  | 2. |
| 3. Zolatone gray paint, or approved equal, on all exposed aluminum surfaces except rails, with clear lacquer over the paint.  | 3. |
| 4. Zolatone gray paint, or approved equal on all diamond plate.   | 4. |
| 5. 2, 8" LAKE PATROL lettering on outside of hull on the aft portion of the vessel located between "D" rub rails. 1, 8" lettering centered on stern above swim platform. Pattern supplied to successful bidder.   | 5. |
| <b>ACCESSORY PLUG SOCKETS</b>   |    |
| 1. Four heavy-duty 12-volt accessory sockets. One mounted portside near the gunwale in rear, one mounted starboard side near the gunwale in rear, one mounted on passenger's console, one mounted on operators console. Sockets and switches should be recessed along gunwale to prevent being hit by rear compartment doors or opening or closing. | 1. |
| <b>ACCESSORIES</b>  |    |
| 1. An appropriate size anchor and 100' of ½" braided anchor line with ten feet of galvanized chain feeder.  | 1. |
| 2. 2, 10lb. ABC Fire Extinguishers with brackets. USCG approved, marine grade, accessible from the helm area.   | 2. |
| 3. Wash-down pump, marine tough, sure flow, or equivalent.  | 3. |

|  |     |
|--|-----|
| 4. FLIR First Mate MS224 Thermal Imager or approved equal.   | 4.  |
| 5. 6 “Taylor Made Hull Gard” vinyl fenders, navy blue, 8 ½” X 27”, or approved equal. 6 “Fender Loc” lines in navy blue, or equivalent.  | 5.  |
| 6. 7 “New England Ropes” Prespliced double braid nylon dock line, 3/8” diameter 10’ long, blue in color or approved equal.   | 6.  |
| 7. 6 “Mustang Survival Deluxe Law Enforcement Inflatable Life Vests” or approved equal; Olive in color.  | 7.  |
| 8. Two (2) Motorola XPR6550 Portable VHF Radio (136-174 MHz) or approval equal.  | 8.  |
| 9. 2 Motorola Impress remote speakers PMMN4046 for use with XPR6550  | 9.  |
| 10. Pelican Watertight Case Model 1200 – yellow in color   | 10. |
| 11. Pelican Watertight Case Model 1450 – orange in color   | 11. |
| 12. Mustang Survival Water Rescue Kit Model MRK120   | 12. |
| 13. ATN PVS-7 Night Vision Goggles (Generation 3A)   | 13. |
| 14. Helmet Mount for ATN PVS-7   | 14. |
| 15. Intoximeters Alco-Sensor IV or approved equal.   | 15. |
| 16. Kustom Signals Falcon HR Radar, hand held or approved equal.   | 16. |
| <b>TRAILER</b>   |     |
| 1. TANDEM AXLE, rectangular tube, welded steel, hot dipped galvanized, bunk style trailer to accommodate the size and weight of this vessel, fuel, and equipment. Central axel bearings or approved equal. Welded tube bunks with UHMW mounted on contact surface removable at base sideboards to be used to assist in trailering the vessel. 2” coupler with safety chain, stainless steel disc surge breaks to release when backing up. Switch should have a hot lead to allow wiring to back up lights of vehicle. Fenders to be used as steps with nonskid abrasive on top. Tires to be 6 ply radials, sufficient to accommodate the weight of the boat, fuel and equipment. Serial number to be cold stamped on | 1.  |



|   |           |
|---|-----------|
| <p>tongue of trailer. Trailer must meet Federal and S.A.E. requirements, all California Vehicle Code and Department of Transportation requirements. Trailer must have tongue jack and wheel. It will be required that the boat and trailer configuration, balance and construction allow stability, maneuverability, and durability during launching, recovery, and transportation around Lake Casitas.</p>   |           |
| <p><b>SPECIAL CONSIDERATION AND EQUIPMENT SPECIFICATIONS</b></p>  |           |
| <p>It is intended that the manufacturer, when selecting components, material, and design practices for the specified boat and trailer, will use those which are the best available in the industry for the type and operation/conditions for which the boat and trailer will be subjected. All components, materials, and design practices will be subjected to give maximum performance, service life, and safety. They do not merely reflect meeting the minimum requirements for this specification.</p> |           |
| <p>1. All compartments to be keyed alike to ignition key.</p>   | <p>1.</p> |
| <p>2. The manufacturer or vendor awarded this bid, without additional charges, will deliver the boat, equipment, and trailer to;<br/>         FOB, Lake Casitas Recreation Area<br/>         11311 Santa Ana Road<br/>         Ventura, CA 93001</p>  | <p>2.</p> |
|   |           |

| <b>TRIALS FOR BOAT &amp; TRAILER</b>   |    |
|--|----|
| The boat must successfully complete, to the satisfaction of the purchasing agency, or designated person, the trials listed below.  |    |
| 1. The successful bidder shall repair, correct, and re-design, as appropriate, at no additional cost, if the boat fails the tests. The successful bidder will be responsible for transporting the boat back to the original place of manufacture for any work or modification needed after lake trials.  |    |
| 2. These trials shall be at the manufacturers' or vendors' expense and may be held both at the place of manufacture and at a location designated by the purchasing agency.   |    |
| 3. The successful bidder shall notify the purchasing agency at least 10 days before the date set for the lake or machinery trials.   |    |
| 4. After dock trials have been successfully completed and all machinery installations are deemed satisfactory, open lake trials shall be run.  |    |
| 5. Lake trials will be performed while carrying all of specified equipment and payload, which would be carried on patrol or SAR; full fuel tanks, rescue equipment, and a full compliment of personnel and their equipment, or equivalent weight.  |    |
| 6. Speed runs will be performed over a measured mile course, one run in each direction beginning at 1000 RPM and then every 500 RPM thereafter not to exceed the maximum recommended RPM recommended by the engine manufacturer. During all runs, the engine and instrument readings shall be recorded. DBA at the operators' console will be tested through the entire range of engine operation with all canvas enclosures in place. |    |
| 7. The boat shall be able to maintain an average speed of not less than 45 MPH in calm water without exceeding 90% of the manufacturer's recommended maximum RPM.  |    |
| 8. The boat shall be given maneuvering trials to determine turning radius at various RPMs, course keeping, maneuvering at slow speeds, and towing capabilities.  |    |
| 9. The performance trials should demonstrate a constant stable and safe control of the boat through all of its tested operations.  |    |
| <b>DELIVERY DATE</b>   |    |
| 1. The boat and trailer is to be delivered, where specified within 120 calendar days from the date of order, and <b>NO LATER THAN MAY15, 2012.</b>   | 1. |
| <b>ADDITIONAL COMMENTS</b>   |    |
|  |    |

**20' – 22' PATROL BOAT TO BE MANUFACTURED FOR  
LAKE CASITAS RECREATION AREA**

**DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS**

State law requires that State contracts (and contracts of local government agencies when the State will hold a proprietary interest) have participation goals of 3 percent for Disabled Veteran Business Enterprises (DVBEs).

**PLEASE READ THESE REQUIREMENTS CAREFULLY, FAILURE TO COMPLY WITH THE DVBE REQUIREMENT MAY CAUSE YOUR BID TO BE DEEMED NON-RESPONSIVE AND YOU TO BE INELIGIBLE FOR AWARD OF THIS CONTRACT.**

**1. CONTRACT GOALS/"GOOD FAITH EFFORTS"**

In order to be "responsive" to this requirement, the bidder must do either of the following two alternatives:

(a) Meet or exceed the goals of 3 percent DVBE participation for the proposed contract by one of the following two ways:

1. Commit to use DVBEs for not less than 3 percent of the contract amount; or
2. If the bidder is a DVBE, commit to performing not less than 3 percent of the contract amount with its own forces:

Or

(b) Make a "good faith effort" to meet the goals by doing **ALL** of the following by the final bid/proposal date:

1. Contact the State of California, Department of Boating and Waterways (DBAW) to identify DVBEs at (916) 263-8184.
2. Contact other State or Federal government agencies or local DVBE organizations to identify potential DVBEs for this contract;
3. Advertise in trade papers and papers focusing on DVBEs, unless time limits imposed by CMWD do not permit that advertising;
4. Send solicitations to potential DVBE subcontractors/suppliers for this contract with sufficient lead time to fully entertain and consider responding bids; and
5. Consider responding DVBEs for participation in this contract.

## 2. **DOCUMENTATION REQUIREMENTS**

Whether the contract goal or the "good faith effort" alternative is chosen, **ATTACHMENT 1A** must be completed and included in the Final Bid/Proposal. This attachment shows the type of work and company proposed for DVBE participation, their subcontractors (if any), and other related information and must be submitted in the Final Bid/Proposal.

If none, state "N/A" or "NONE" on the first line of **ATTACHMENT 1A**. Contracting tier should be indicated with the following level designations:

- 0** = Prime or Joint Contractor;
- 1** = Primary subcontractor/supplier;
- 2** = Subcontractor/supplier of Level 1 subcontractor/supplier;
- 3** = Subcontractor/supplier of Level 2 subcontractor/supplier; etc.

### **DVBE CERTIFICATION**

The bidder should include a copy of the DVBE certification letter from the Office of Small and Minority Business (OSMB) for each firm listed on **ATTACHMENT 1A**.

### **GOOD FAITH EFFORT**

In addition to the above, for those bidders/vendors opting to document "good faith effort", the bidder must document contacts with other State and Federal governmental agencies, and other organizations that helped identify or provide a list of interested DVBEs for this procurement. A list of dates, times (if known), organizations contacted and contact names and phone numbers is information needed to corroborate the information. The information required to document "good faith efforts" is set out below:

1. List below the contacts made with this agency in an effort to identify potential DVBEs for participation in this contract. Include dates, times (if known), contact names and phone numbers.
2. List the contacts made with State, Federal and Disabled Veteran Business Enterprises (DVBE) organizations in an effort to identify potential DVBEs for participation in this contract. Include dates, times (if known), contact names and phone numbers.
3. List the trade papers or other papers focusing on DVBEs in which you advertised for participation in this contract. Include the dates of the advertisement.
4. List potential DVBEs that you solicited for participation in this contract along with the dates you sent the solicitations.
5. List DVBEs that you considered for participation in this contract. If your efforts, identified DVBEs that you did not select for participation, state the reasons the DVBEs were not selected.

Bidders/vendors who propose goal attainment are permitted to submit documentation for making a "good faith effort" to insure against the possibility that the CMWD will not agree that goal attainment has, in fact, been met.

The bidder/vendor's efforts to meet the contract goal and/or make a "good faith effort" to meet the goal must be sincere and the documentation must be sufficient to reasonably demonstrate that sincerity to CMWD. FINAL DETERMINATION OF GOAL ATTAINMENT OR "GOOD FAITH EFFORT" BY THE BIDDER/VENDOR SHALL BE AT THE CMWD'S SOLE DISCRETION.

### **3. USE OF PROPOSED DVBE**

If awarded the contract(s), the successful bidder/vendor must use the DVBE subcontractor and/or supplier proposed in the Final Bid/Proposal unless the Contractor requested substitution via prior written notice to CMWD, and CMWD has approved such substitution. At a minimum, the request must include:

- (a) A written explanation of the reason for the substitution; and
- (b) The identity of the person or firm substituted.

THE REQUEST AND CMWD'S APPROVAL OR DISAPPROVAL IS **NOT** TO BE CONSTRUED AS AN EXCUSE FOR NON-COMPLIANCE WITH ANY OTHER PROVISION OF LAW, INCLUDING BUT NOT LIMITED TO, THE SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT OR ANY OTHER CONTRACT REQUIREMENTS RELATING TO SUBSTITUTION OF SUBCONTRACTORS.

FAILURE TO ADHERE TO AT LEAST THE DVBE PARTICIPATION PROPOSED BY THE SUCCESSFUL BIDDER/VENDOR MAY BE CAUSE FOR CONTRACT TERMINATION AND RECOVERY OF DAMAGES UNDER THE RIGHTS AND REMEDIES DUE CMWD UNDER THE DEFAULT SECTION OF THE CONTRACT(S).

### **4. DVBE PARTICIPATION REQUIREMENT**

For the purpose of this DVBE participation requirement, the following definitions apply:

- (a) Disabled Veteran means a veteran of the military, naval or air services of the United States with at least a 10 percent service-connected disability who is a resident of the State of California.
- (b) DVBE means a business concern certified by the Office of Small and Minority Business (OSMB) as meeting all of the following:
  - 1. A sole proprietorship owned by a disabled veteran; or a firm or partnership, 100 percent of the stock or partnership interests of which are owned by one or more disabled veterans;
  - 2. Managed by, and the daily business operations are controlled by, one or more

disabled veterans; and

3. A sole proprietorship, corporation or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.
- (c) If CMWD reserves the right to make multiple awards or a single contract award as a result of this solicitation, the bidder/vendor is deemed responsive to this requirement if there would be compliance based on award of a single contract, notwithstanding that the bidder/vendor may be unable to achieve compliance to meet the established goal if CMWD exercises its right to make multiple awards.

## 5. CONTRACT AUDITS

Contractor agrees that CMWD or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. Contractor agrees to provide CMWD or its delegate with any relevant information requested and shall permit CMWD or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

## 6. BIDDERS MUST RETURN THEIR BID FORMS WITH THE FOLLOWING FORMS

- (a) **Summary of Disabled Veteran Business Participation.** ATTACHMENT 1A List to include all subcontractors, materials and equipment suppliers contacted, nature of work or material to be provided.
- (b) **OSMB DVBE Certification.** To be attached to bid if bidder/vendor claims DVBE certification for himself or any subcontractors or suppliers.
- (c) **Documentation of Good Faith Efforts** List all agencies, organizations, advertisements and solicitations made by bidder/vendor for participation in this contract by Disabled Veteran Business Enterprises. If the bidder has elected to use the "good faith effort" alternative, then all five items listed in Section 2 should be addressed. (Bidders/Vendors who have proposed **goal attainment** are permitted to submit "good faith effort documentation" to insure against the possibility that the awarding agency will not agree that goal attainment has been met.)

**ATTACHMENT 1A**

**DISABLED VETERAN BUSINESS PARTICIPATION**

| COMPANY NAME | NATURE OF WORK | CONTRACTING WITH | TIER | CLAIMED DVBE VALUE | DVBE CERTIFICATION |
|--------------|----------------|------------------|------|--------------------|--------------------|
|              |                |                  |      |                    |                    |

## COMPLETION INSTRUCTIONS

THE FORM PROVIDED AS ATTCHMENT 1A **MUST** BE COMPLETED WHETHER THE CONTRACT GOALS OR THE "GOOD FAITH EFFORT" ALTERNATIVE IS CHOSEN. IF NO PARTICIPATION IS OBTAINED, STATE "N/A" OR "NONE".

**COMPANY NAME** - List the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, the name **MUST** be listed for participation.

**NATURE OF WORK** - Identify the proposed work to be performed by the prime contractor or subcontractors.

**CONTRACTING WITH** - List the name of the Department or company with which the company listed is contracting.

**TIER** - The contractor tier should be indicated with the following level designations:

- 0** = Prime or Joint Contractor
- 1** = Primary Subcontractor/Supplier
- 2** = Subcontractor/Supplier of Level 1 Subcontractor/Supplier
- 3** = Subcontractor/Supplier of Level 2 Subcontractor/Supplier, etc.

**CLAIMED DVBE VALUE** - The total dollar amount of the value claimed by a disabled veteran business enterprise.

**CERTIFICATION** - In order to obtain DVBE participation credit, a certification for that DVBE **MUST** be on file with the Office of Small & Minority Business. A copy of the certification from OSMB should be submitted with the Final Bid/Proposal.

The certification must comply with the following requirements:

- o Meet all requirements set forth in Article 6 [commencing with Section 999] of Chapter 6, Division 4 of the California Military Code; and
- o Provide to the Office of Small & Minority Business, by no later than five o'clock [5:00 p.m.] on the date on which the subject bid is opened, an Award of Entitlement from the United States Department of Veterans Affairs or the U. S. Department of Defense, issued within six [6] months of the date on which certification is sought, which would certify or declare the existence of a service-connected disability, of at least 10 percent, at the time of application for or renewal of certification as a DVBE.



**20' - 22' PATROL BOAT TO BE MANUFACTURED FOR  
LAKE CASITAS RECREATION AREA**

**NON-DISCRIMINATION ADDENDUM**

(a) During the performance of the contract to manufacture and install Casitas Municipal Water District provided parts and equipment on the above referenced vessel, Supplier and its sub-contractors hereby agree not to unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Supplier and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Supplier and sub-contractors shall comply with the provisions of the Fair Employment, and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), are set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations and are incorporated into the purchase order for the above referenced boat, by reference, and made a part thereof as if set forth in full. Supplier and sub-contractors shall give written notice of their obligations under this clause to labor organization with which they have a collective bargaining or other agreement.

(b) Supplier shall include the non-discrimination and compliance provisions of this clause in all contracts with sub-contractors to perform work under the purchase order for the above referenced boat.

|                                   |               |
|-----------------------------------|---------------|
| _____<br>Supplier Signature       | _____<br>Date |
| _____<br>Sub-contractor Signature | _____<br>Date |
| _____<br>Print Name               |               |
| _____<br>Sub-contractor Signature | _____<br>Date |
| _____<br>Print Name               |               |
| _____<br>Sub-contractor Signature | _____<br>Date |
| _____<br>Print Name               |               |

**EXHIBIT D**

**20' - 22' PATROL BOAT TO BE MANUFACTURED FOR  
LAKE CASITAS RECREATION AREA**

**RECYCLED CONTENT CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Supplier to the clause(s) listed below. This certification is made under the laws of the State of California.

|  |                           |
|--|---------------------------|
| Print Name and Title of Person Signing | Date Executed             |
| Authorized Signature                   | Executed in the County of |
|  | Telephone Number:         |
| Title:                                 | Federal ID Number         |
| Legal Business Name:                   |                           |

The Supplier hereby certifies under penalty of perjury, that ZERO (0) percent of the materials, goods, supplies offered, or products used in the performance of this contract meets the or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code. The Contractor may certify that the product contains zero recycled content.

**20' - 22' PATROL BOAT TO BE MANUFACTURED FOR  
LAKE CASITAS RECREATION AREA**

**CONTRACTOR CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Supplier to the clause(s) listed below. This certification is made under the laws of the State of California.

|  |                           |
|--|---------------------------|
| Print Name and Title of Person Signing | Date Executed             |
| Authorized Signature                   | Executed in the County of |
|  | Telephone Number:         |
| Title:                                 | Federal ID Number         |
| Legal Business Name:                   |                           |

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(b) Establish a Drug-Free Awareness Program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the person's or organization's policy of maintaining a drug-free workplace;
- (3) any available counseling, rehabilitation and employee assistance programs; and,
- (4) penalties that may be imposed upon employees for drug abuse violations.

(c) Provide that every employee who works on the proposed Agreement will:

- (1) receive a copy of the company's drug-free policy statement; and,

- (2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees.. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

(a) Current State Employees (PCC 10410):

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

(b) Former State Employees (PCC 10411):

- (1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other

than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430(e)).

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

(a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

(b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

(c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be:

- (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **ANTITRUST CLAIMS:**

(a) The Government Code Chapter on Antitrust claims contains the following definitions:

(1) “Public purchase” means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(2) “Public purchasing body” means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

(b) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

(c) If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

(d) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

9. **PAYEE RECORD FORM STD. 204:** This form or a W-9 must be completed by all contractors that are other government entity's that CMWD has never done business with before.

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

|   |  |   |   |   |                       |                        |                         |                              |                              |
|---|--|---|---|---|-----------------------|------------------------|-------------------------|------------------------------|------------------------------|
| <b>1</b>  | <b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.<br><b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form. |   |   |   |                       |                        |                         |                              |                              |
| <b>2</b>  | <b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print) _____<br><hr/> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)</td> <td><b>E-MAIL ADDRESS</b></td> </tr> <tr> <td><b>MAILING ADDRESS</b></td> <td><b>BUSINESS ADDRESS</b></td> </tr> <tr> <td><b>CITY, STATE, ZIP CODE</b></td> <td><b>CITY, STATE, ZIP CODE</b></td> </tr> </table>  |   |   | <b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.) | <b>E-MAIL ADDRESS</b> | <b>MAILING ADDRESS</b> | <b>BUSINESS ADDRESS</b> | <b>CITY, STATE, ZIP CODE</b> | <b>CITY, STATE, ZIP CODE</b> |
| <b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.) | <b>E-MAIL ADDRESS</b>  |   |   |   |                       |                        |                         |                              |                              |
| <b>MAILING ADDRESS</b>  | <b>BUSINESS ADDRESS</b>  |   |   |   |                       |                        |                         |                              |                              |
| <b>CITY, STATE, ZIP CODE</b>  | <b>CITY, STATE, ZIP CODE</b>   |   |   |   |                       |                        |                         |                              |                              |
| <b>3</b>  | <b>PAYEE ENTITY TYPE</b><br><br><b>CHECK ONE BOX ONLY</b><br><br><input type="checkbox"/> <b>PARTNERSHIP</b><br><input type="checkbox"/> <b>ESTATE OR TRUST</b><br><br><input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR</b><br><b>ENTER SOCIAL SECURITY NUMBER:</b> _____<br><small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small>  | <b>NOTE:</b><br>Payment will not be processed without an accompanying taxpayer I.D. number. | ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): _____<br><br><input type="checkbox"/> <b>CORPORATION:</b><br><input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.)<br><input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services)<br><input type="checkbox"/> <b>EXEMPT</b> (nonprofit)<br><input type="checkbox"/> <b>ALL OTHERS</b> |   |                       |                        |                         |                              |                              |
| <b>4</b>  | <b>PAYEE RESIDENCY STATUS</b><br><br><input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.<br><input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.<br><input type="checkbox"/> No services performed in California.<br><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.  |   |   |   |                       |                        |                         |                              |                              |
| <b>5</b>  | <b>I hereby certify under penalty of perjury that the information provided on this document is true and correct.</b><br><b>Should my residency status change, I will promptly notify the State agency below.</b><br><br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"><b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)</td> <td><b>TITLE</b></td> </tr> <tr> <td><b>SIGNATURE</b></td> <td><b>DATE</b></td> </tr> <tr> <td></td> <td><b>TELEPHONE</b><br/>(    )</td> </tr> </table>                            |   |   | <b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)           | <b>TITLE</b>          | <b>SIGNATURE</b>       | <b>DATE</b>             |                              | <b>TELEPHONE</b><br>(    )   |
| <b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)           | <b>TITLE</b>   |   |   |   |                       |                        |                         |                              |                              |
| <b>SIGNATURE</b>  | <b>DATE</b>  |   |   |   |                       |                        |                         |                              |                              |
|   | <b>TELEPHONE</b><br>(    )   |   |   |   |                       |                        |                         |                              |                              |
| <b>6</b>  | <b>Please return completed form to:</b><br><br><b>Department/Office:</b> _____<br><b>Unit/Section:</b> _____<br><b>Mailing Address:</b> _____<br><b>City/State/Zip:</b> _____<br><b>Telephone:</b> (____) _____ <b>Fax:</b> (____) _____<br><b>E-mail Address:</b> _____   |   |   |   |                       |                        |                         |                              |                              |

**PAYEE DATA RECORD**

STD. 204 (Rev. 6-2003) (REVERSE)

|  |   |  |                     |                 |                     |                                      |                |          |                |
|--|---|--|---------------------|-----------------|---------------------|--------------------------------------|----------------|----------|----------------|
| 1  | <p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>   |  |                     |                 |                     |                                      |                |          |                |
| 2  | <p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>   |  |                     |                 |                     |                                      |                |          |                |
| 3  | <p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>  |  |                     |                 |                     |                                      |                |          |                |
| 4  | <p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table> | Withholding Services and Compliance Section: | 1-888-792-4900      | E-mail address: | wscs.gen@ftb.ca.gov | For hearing impaired with TDD, call: | 1-800-822-6268 | Website: | www.ftb.ca.gov |
| Withholding Services and Compliance Section: | 1-888-792-4900  | E-mail address:                              | wscs.gen@ftb.ca.gov |                 |                     |                                      |                |          |                |
| For hearing impaired with TDD, call:         | 1-800-822-6268  | Website:                                     | www.ftb.ca.gov      |                 |                     |                                      |                |          |                |
| 5  | <p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>  |  |                     |                 |                     |                                      |                |          |                |
| 6  | <p>This section must be completed by the State agency requesting the STD. 204.</p>  |  |                     |                 |                     |                                      |                |          |                |
|  | <p><b><u>Privacy Statement</u></b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>  |  |                     |                 |                     |                                      |                |          |                |



CASITAS MUNICIPAL WATER DISTRICT  
POLICIES & PROCEDURES FOR VESSEL INSPECTION FOR INVASIVE SPECIES  
LAKE CASITAS RECREATION AREA

|  |  |
|--|--|
| <b>Date Issued:</b> <u>February 1, 2008</u>            | <b>Effective Date:</b> <u>February 1, 2008</u> |
| <b>Park Services Manager Approval:</b> <u>B. Roney</u> | <b>Date:</b> <u>2/1/08</u>                     |

1. **Policy & Procedure**

The policy and procedures in this document will focus on staff expectations of inspection criteria of vessels entering Lake Casitas. This vessel inspections procedure is being implemented to ensure that invasive species do not enter Lake Casitas and impact treatment infrastructure and threaten the lake’s ecosystem.

In order to be consistent with policies, procedures and training, the Lake Casitas Recreation Area Vessel Inspection Checklist is to be used on all vessel inspections. This document outlines a 20-step process that staff must complete before a vessel of any kind is authorized to enter Lake Casitas Recreation Area. The Vessel Inspection Checklist is a check off sheet outlining aspects of this policies and procedures document. Each step in the Vessel Inspection Checklist has specific expectations associated with it and should only be conducted by fully trained staff.

Lake Casitas Recreation Area staff will follow a zero tolerance policy for inspection criteria. If at anytime during an inspection a vessel fails a step on the Vessel Inspection Checklist, the vessel will be placed on the quarantine list for a minimum of twenty-eight (28) days.

The following outlines the parameters, which staff will be adhering to on the Vessel Inspection Checklist.

Employee is to write the state boating identification number and owner/operators name and date on the Vessel Inspection Checklist.

(a) Employee will check the Casitas generated database on vessels that have previously been denied access due to inspection issues. All vessels that have been denied access will remain on the list, it will be necessary for staff to check the date of the last denial of entry. If the denial date is within the last 28 days, then access will be denied until 28 days has passed.

(b) The customer is to fill out and sign the “Vessel Survey Form” in your presence. The customer is voluntarily signing the Vessel Survey under penalty of perjury that he/she has not been on any of the listed infected waters in the past 28 days. If the vessel has been to one of the infested lakes in the last 28 days it is to be denied access and placed on the quarantine list. After the customer signs the survey, he/she is given the bottom yellow carbon copy of the Vessel Survey form. If the customer has a yellow copy, note the date it was filled out on the form. If the date is within the last ten (10) days ask the customer if the vessel has been to any other lake in the last 28 days. If the boater states he/she has been to a lake known to be infected, the vessel is denied access and placed on the 28-day quarantine list. If the customer has a survey dated beyond the 10-day use period, then they are

required to fill out a new survey form.

(c) Park staff has been directed to provide educational materials to the boating community and general public. Two handouts are given to each vessel operator/owner who enters the park. The first hand out is a Casitas generated flyer called “Take Action to Save Our Lakes from Quagga Mussels” and the second is a red and white “Don’t Move A Mussel” flyer made by the California Department of Fish and Game.

(d) Request the owner/operator of the vessel to open all compartments: The owner/operator is requested to open all compartments rather than Park Staff due to safety concerns. Compartments on vessels open differently for each style of vessel and can be locked or difficult to open.

(e) Inform the owner/operator that you will be completing an inspection and that Casitas has a zero tolerance policy for any water, debris, or growth found on any vessel or trailer due to possible transportation of invasive species by vessels and trailers. By informing the owner/operator of the policy he/she should not be surprised if the vessel is denied access to Lake Casitas.

(f) Before an employee is authorized to inspect vessels, he/she must read and understand all aspects of the Vessel Inspection Policies & Procedures, watch the “It Only Takes One” video and complete several Inspection Vessel Checklists under supervision of qualified full time park staff. Inspections will be completed in a safe and effective manner by utilizing stepping stools and flashlights when needed. Park staff must be aware of the danger of vessel inspections. Some of these issues include: slippery surfaces, sharp surfaces, hooks and lures on boats and rods. Park staff should also be mindful of personal property on the vessel. Graphite rods break easy if stepped on and cost several hundred dollars each.

(g) The vessel, trailer and vehicle inspection will include looking for water, debris or growth on or in any inspected area. Surfaces will also be touched to see if growth or mussels may be attached. The inspection should be completed the same way each time starting at one side of the vehicle and ending up at the other side. Checking the “Yes” box indicates that the inspected material is dry and clear of debris. Checking the “No” box indicates that there is water or debris and the vessel will be denied access for a minimum of 28 days and will be put on the Casitas quarantine list.

## 2. **Vessel Inspection Checklist**

The following list of items comes from the Vessel Inspection Checklist and states what park staff should be looking for:

(a) **Vehicle Rear:** The vehicle bumper, tailgate or spare tire may have mud, grass, weeds or other debris on it. If it does have positive signs of the previous, then this vehicle and vessel being towed will be placed on the quarantine list and denied access for a minimum of 28 days.

(b) **Trailer Structure, Railings and Spare Tire:** The trailer, railings and spare tire may have mud, grass, weeds, debris or standing water. If it does have positive signs of the previous, then this vehicle and vessel will be placed on the quarantine list and denied access for a minimum of 28 days.

(c) **Vessel Hull:** The vessel hull should be inspected for growth and debris. Growth may be visible if it has recently come from being in the water for an extended period of time. Small

mussels attached to a boat can feel like sandpaper or sesame seeds. If a vessel's hull has any type of growth or debris, then the vessel will be placed on the quarantine list and denied access for a minimum of 28 days.

(d) **Transom:** The transom is at the back of the vessel that the engine is attached to. The transom may have several items of importance to inspection that mussels can attach to including the out drive, trim tabs, transducers, bilge plug area and through hull fittings. Check the transom to make sure the surface is smooth and visibly clear of all debris and growth. If it does have positive signs of the previous, then the vessel will be placed on the quarantine list and denied access for a minimum of 28 days.

(e) **Outdrive:** The outdrive is attached to the transom on stern drive vessels and the lower unit on outboard vessels. It has intricate parts that make it easy for mussels to attach, hide and grow. The inspector should feel and look for any signs of growth, debris or texture of sandpaper. If it does have positive signs of the previous, then the vessel will be placed on the quarantine list and denied access for a minimum of 28 days.

(f) **Propeller/Shafts:** Mussels can attach and live on or around where the propeller attaches to the lower unit of drive shaft. Mussels can also attach to the shaft or connecting points of the vessel. These can be hard to see and should be inspected with a flashlight to verify if any mussels, debris or water is present. If it does have positive signs of the previous, then the vessel will be placed on the quarantine list and denied access for a minimum of 28 days.

(g) **Trim Tabs:** Trim tabs are located on the lower portion of the transom and are usually metal plates that help stabilize the vessel while underway. The inspector should feel the corners, edges and look on the underside of the trim tabs for debris and growth. If it does have positive signs of the previous, then the vessel will be placed on the quarantine list and denied access for a minimum of 28 days.

(h) **Transducers:** These are located on the transom or bottom of the hull near the stern of the vessel. They are used in conjunction with a computer to determine depth, speed and water temperature. Growth or debris can appear on them. If it does have positive signs of the previous, then the vessel will be placed on the quarantine list and denied access for a minimum of 28 days.

(i) **Bilge Plug:** If the bilge plug is pulled when the vessel arrives at the lake, there should be no fluid or debris coming from it. By carefully putting your finger in the plug hole, it can be determined if debris is blocking water from exiting. If the bilge plug is not pulled, have the owner operator pull the plug. If water exits, place the plug back it to prevent it from coming out. If it does have positive signs of the previous, then the vessel will be placed on the quarantine list and denied access for a minimum of 28 days.

(j) **Through Hull Fittings:** Through hull fitting in all boats have the potential to store mussels in the right conditions. To check these fittings, look with a flashlight inside them and feel for irregularities. If water or debris is observed or felt, then the vessel will be placed on the quarantine list and denied access for a minimum of 28 days.

(k) **Bait Tank/Live Well/Compartments:** Bait tanks, live wells and compartments should be dry and clear of all water and debris. Some compartments do not drain completely due to the way they are manufactured. Any debris in compartments is not acceptable. Common debris often found

includes; fish scales, weeds, small pebbles and trash. If it does have positive signs of the previous, then the vessel will be placed on the quarantine list and denied access for a minimum of 28 days.

(l) **Bilge:** The bilge is at the bottom of the inside stern of the vessel. It may not be visible in all boats due to various boat designs. The bilge should be clean from all water and debris. If it does have positive signs of the previous, then the vessel will be placed on the quarantine list and denied access for a minimum of 28 days.

(m) **Anchor/Fenders and Line:** Anchors can have mud or debris on them. If an anchor, fender and lines attached have been in infested water for an extended period of time then mussels and debris can attach. Check these items for mud, growth and debris. If it does have positive signs of the previous, then the vessel will be placed on the quarantine list and denied access for a minimum of 28 days.

(n) **Trolling Motor:** Trolling motors can pick up plants and debris while being used and must be inspected. Check these items for mud, growth and debris. If it does have positive signs of the previous, then the vessel will be placed on the quarantine list and denied access for a minimum of 28 days.

Denying a customer access to his/her favorite fishing lake can be very frustrating for both customer and staff. The following statement has been developed to help staff inform the customer of the results of his/her vessel's failure of the inspection.

“Your vessel has not cleared the inspection due to water and/or debris in one or more areas. Your vessel will not be allowed on Lake Casitas for a minimum of 28 days and will be placed on a vessel quarantine list as of today. This zero tolerance policy has been established to protect the reservoir water quality, water distribution system and its ecosystem. Thank you for your cooperation.”

The Vessel Inspection Procedures, Vessel Inspection Checklist, Vessel Survey Forms and Casitas handouts have been formatted to ensure proper inspections of vessels, trailers and vehicles to prevent Lake Casitas from becoming infested with invasive species. All documents pertaining to the Vessel Inspection Procedures are subject to change due to updated policies and recent biological information. Should you encounter a customer who becomes highly agitated or disruptive during or after the inspection, please request that this customer pull aside, and seek additional support from full time staff.

CASITAS MUNICIPAL WATER DISTRICT  
LAKE CASITAS RECREATION AREA  
VESSEL QUARANTINE, RE-ENTRY, TEMPORARY STORAGE AND  
TAMPER-PROOF TAG PROGRAMS

|   |
|---|
| <p>Date Issued: <u>4/3/08</u> Effective Date: <u>4/3/08</u></p> <p>Park Services Officer Approval: <u>Brent Doan</u> Date: <u>4/3/08</u></p> <p>Revision #1 Effective <u>12/17/08</u> PSO Approval: <u>Brent Doan</u></p> |
|---|

**THESE PROGRAMS ARE NOT AVAILABLE FOR  
SKI BOATS WITH INTERNAL BLADDERS OR FLOAT TUBES.**

New programs have been developed involving quarantine procedures, tamper-proof cables and tags and provision for limited temporary storage at locations other than the existing wet or dry storage areas. These programs will allow existing trailer storage and boat slip customers to remove their vessels from the park for servicing and return at a later date, and accommodate customers who do not have trailer storage spaces or boat slips.

**A. INSPECTION**

1. The customer must schedule a boat inspection appointment with either a Park Services Officer (PSO) or an Associate Park Services Officer (APSO). No other staff are authorized to conduct vessel inspections.
2. The customer must be informed that if temporary, long-term storage (other than in the Trailer Storage Area) is being requested, the customer will be required to sign a Self-Service Storage Facility Rental Agreement & Addendum and must provide current copies of the vessel and trailer registrations and driver's license.
3. The inspection will be conducted by a PSO or APSO only in accordance with the attached policy entitled "Policies & Procedures for Vessel Inspection for Quagga Mussels". If the vessel passes inspection the vessel will continue with the 10-Day Quarantine Process described in B below. If the vessel does not pass, the customer's name and vessel CF numbers will be placed on the 28-day quarantine list. The vessel must be re-inspected at the end of the 28-day quarantine period and will be subject to the 10-day quarantine process described below before being allowed to launch.

**B. 10-DAY QUARANTINE PROCESS**

1. If the customer has been assigned a dry storage space (Trailer Storage Area):
  - (a) Verify that the vessel has a current annual boat permit.
  - (b) Escort the customer to his/her assigned space.
  - (c) Secure vessel by using one (1) of the following methods:

- (i) Place tongue lock or cuff (boot) provided by Casitas over the tongue of the trailer.
- (ii) Affix a Tamper-Proof cable and lock and secure with a Casitas provided lock.
- (iii) Affix a Casitas provided lock to secure canoe/kayak to rack or trailer as applicable.
- (d) Advise customer to retain a copy of the inspection sheet containing the quarantine expiration date.

2. If the customer has an assigned Boat Rental slip:

- (a) Verify that the vessel has a current annual boat permit.
- (b) Escort the customer to his/her designated quarantine space.
- (c) Secure vessel by using one (1) of the following methods:
  - (i) Place tongue lock or cuff (boot) provided by Casitas over the tongue of the trailer.
  - (ii) Affix a Tamper-Proof cable and lock and secure with a Casitas provided lock.
  - (iii) Affix a Casitas provided lock to secure canoe/kayak to rack or trailer as applicable.
- (d) Advise customer to retain a copy of the inspection sheet containing the quarantine expiration date.

3. If the customer is requesting to be assigned to a temporary, long term storage space:

- (a) Verify that the vessel has a current annual boat permit.
- (b) Verify that the Self-Service Storage Facility Rental Agreement and Addendum have been fully completed and executed with the appropriate registration and driver's license copies attached.
- (c) Escort the customer to the designated space.
- (d) Secure vessel by using one (1) of the following methods:
  - (i) Place tongue lock or cuff (boot) provided by Casitas over the tongue of the trailer.
  - (ii) Affix a Tamper-Proof cable and lock and secure with a Casitas provided lock.
- (e) Advise customer to retain a copy of the inspection sheet containing the quarantine expiration date.

4. If the customer **declines** to participate in the Tamper-Proof Tag Program and is completing the 10-Day Quarantine period inside the park:

- (a) Collect applicable fees, excluding the 10-Day Quarantine period, (e.g. day use or overnight boat, etc.)
- (b) Verify that the Temporary 10-Day Quarantine Self-Service Storage Agreement has been fully completed and executed.
- (c) Escort the customer to the designated space.
- (d) Secure vessel by using one (1) of the following methods:
  - (i) Place tongue lock or cuff (boot) provided by Casitas over the tongue of the trailer.
  - (ii) Affix a Tamper-Proof cable and lock and secure with a Casitas provided lock.

- (e) Advise customer to retain a copy of the inspection sheet containing the quarantine expiration date.

5. The customer may complete the 10-Day Quarantine Process out of the park by participating in the applicable sections of the Tamper-Proof Tag Program described in B below.

6. At the end of the quarantine period, staff will remove the lock or cuff (boot). It is the responsibility of customers to immediately remove their vessels from the quarantine area with the exception of temporary, long-term storage customers with assigned storage spaces. Any vessel left in the quarantine area longer than fifteen (15) days after release will be removed by Casitas and stored at the owner's sole cost and expense.

### **C. TAMPER-PROOF TAG PROGRAM**

The purpose of this policy and procedure is to guarantee that vessels that enter and leave periodically have not been in any infected waters. This will be accomplished by installing a tamper-proof cable, padlock, and a tamper-proof security tag. The tamper-proof cable must be attached to both the vessel and the trailer. The connection points must be in a location that prevents a part of the vessel or trailer from being removed without damaging the cable or tamper-proof security tag.

1. All vessels are subject to a 10-day Quarantine period which may be completed inside or outside the park.

2. The customer will schedule an appointment with a Park Services Officer or Assistant Park Services Officer in order to be considered for the Tamper-Proof Tag Program. If eligible for the program, a boat inspection will be performed.

3. The inspection will be conducted by a Park Services Officer or Associate Park Services Officer only in accordance with the attached policy.

- (a) If the vessel passes inspection it will continue with the Tamper-Proof Tag Program Process. Advise the customer to retain a copy of the inspection sheet containing the quarantine expiration date.

- (b) If the vessel does not pass, the customer's name will be placed on the 28-day quarantine list. The vessel must be re-inspected at the end of the 28-day quarantine period and will be subject to a 10-day quarantine process before being allowed back into the park.

#### **4. For Vessels Completing the 10-Day Quarantine Period Outside the Park**

- (a) Inform the vessel owner/operator that a security kit must be purchased. Inform the vessel owner/operator that the kit consists of a weatherproof tamper-proof steel cable, weather resistant padlock and a tamper-proof tag. Review the connection point areas with the vessel owner/operator and explain why these locations have been chosen.

- (b) A PSO or APSO will install the equipment as needed and verify the connection points.

(c) Install the tamper-proof security seal as required and fill out the Tamper Proof Tag Program Log. Make sure the vessel owner/operator verifies the tamper-proof security number and cable number and signs the Tamper Proof Tag Program Log. Explain to the vessel owner/operator that if the weatherproof tamper-proof steel cable and tamper-proof security tag are not in place or damaged in any way upon their return, a new inspection and 10-Day Quarantine period will be required.

(d) Instruct the vessel owner/operator that the vessel has been placed on a 10-Day Quarantine list. Tell them that they may leave the park and return after the 10-day Quarantine period is completed for entry into the park.

(e) Vessels returning to the park after completing the Tamper-Proof Tag Program will have the weatherproof tamper-proof steel cable and tamper-proof security tag inspected by Staff and the cable and tag numbers verified with the entries in the Log. As long as the tamper-proof security cable and tag are not missing or damaged, the tamper-proof security tag can be removed by specifically designated or authorized Staff and the vessel will be allowed to enter the park and launch. **Special Note: A “Clean & Dry Inspection”, will not be required because the vessel and trailer will not have been in any other body of water.** If there is **any** evidence that the weatherproof tamper-proof steel cable or tamper-proof security tag have been compromised, Staff must obtain a second opinion before the vessel is rejected.

(f) If repairs have been made to a vessel and the weatherproof tamper-proof steel cable or tamper-proof security tag have been damaged or removed, the vessel will **start the program over again.**

5. For Vessels Completing the 10-Day Quarantine Period Inside the Park Without Participating in the Tamper-Proof Tag Program

Any vessel returning to the park without participating in the Tamper-Proof Tag Program will start the inspection and 10-Day Quarantine period over again.

**D. TEMPORARY, LONG TERM STORAGE PROGRAM**

On a space available basis, vessels can be temporarily stored in designated spaces at the Santa Ana and Coyote launch ramps.

Vessel owner/operators must comply with B.3 above and execute the required Self-Service Storage Facility Rental Agreement and Addendum prior to participating in the Temporary, Long Term Storage Program.



# LAKE CASITAS RECREATION AREA - VESSEL SURVEY

#7

Offsite Quarantine    Cable # \_\_\_\_\_ Tag # \_\_\_\_\_ Date: \_\_\_\_\_  
 Trailer Storage Quarantine - Space # \_\_\_\_\_     **PASSED**    10-Day Release Date: \_\_\_\_\_  
 Ramp Quarantine - Space # \_\_\_\_\_     **REINSPECTION**  
 ANBT # \_\_\_\_\_ Expires: \_\_\_\_\_     **FAILED**    28-Day Reinspection Date: \_\_\_\_\_  
 Officer: \_\_\_\_\_ Lock # \_\_\_\_\_     **NO INSPECTION**    Reason: \_\_\_\_\_

**Notice to Boaters - Danger - Proceed With Caution**  
**Low Water Levels May Cause Contact With Submerged Objects & Floating Debris**  
**Maximum Speed On Lake - 40 MPH**

Pursuant to CMWD Ordinance No. 10-01 adopted by the Board of Directors on March 24, 2010, all boaters are required to provide the following information prior to entry to Lake Casitas Recreation Area.

**You are required to check the boxes of any of the following waters where you have launched your vessel within the last 28 days.**

| Rivers                                    | Lakes                             | Lakes                                | Reservoirs                             | Other  |
|---|-----------------------------------|--------------------------------------|--|--|
| <input type="checkbox"/> American         | <input type="checkbox"/> Anaheim  | <input type="checkbox"/> Mono        | <input type="checkbox"/> Copper Basin  | <input type="checkbox"/> Central Arizona Project Canal               |
| <input type="checkbox"/> Anaheim          | <input type="checkbox"/> Dixon    | <input type="checkbox"/> Murray      | <input type="checkbox"/> El Capitan    | <input type="checkbox"/> Colorado River Aqueduct at Hayfield         |
| <input type="checkbox"/> Calaveras, Lower | <input type="checkbox"/> Hayfield | <input type="checkbox"/> Natoma      | <input type="checkbox"/> Olivenhain    | <input type="checkbox"/> Grass Bay                                   |
| <input type="checkbox"/> Colorado         | <input type="checkbox"/> Havasu   | <input type="checkbox"/> Otay, Lower | <input type="checkbox"/> Rattlesnake   | <input type="checkbox"/> Imperial Dam                                |
| <input type="checkbox"/> Mokeluame, Lower | <input type="checkbox"/> Irvine   | <input type="checkbox"/> Pleasant    | <input type="checkbox"/> Sweetwater    | <input type="checkbox"/> Kraemer Basin, Orange County                |
| <input type="checkbox"/> Napa, Lower      | <input type="checkbox"/> Jennings | <input type="checkbox"/> Poway       | <input type="checkbox"/> San Vicente   | <input type="checkbox"/> Parker Dam Area                             |
| <input type="checkbox"/> Owens            | <input type="checkbox"/> Matthews | <input type="checkbox"/> Powell      | <input type="checkbox"/> San Justo     | <input type="checkbox"/> Putah Creek                                 |
| <input type="checkbox"/> San Lorenzo      | <input type="checkbox"/> Mead     | <input type="checkbox"/> Ramona      | <input type="checkbox"/> San Vicente   | <input type="checkbox"/> Yorba Linda Golf Course Pond, Orange County |
|   | <input type="checkbox"/> Miramar  | <input type="checkbox"/> Skinner     | <input type="checkbox"/> Walnut Canyon | <b>Last 2 Lakes Visited</b> _____                                    |
|   | <input type="checkbox"/> Mohave   |                                      |  | <b>&amp;</b> _____   |

**Vessel Information:**

Vessel Registration CF # \_\_\_\_\_ or other ID # \_\_\_\_\_, if applicable.

Type of Vessel     Bass Boat     Jet Boat     Ski/Cruiser     Pontoon     Sail Boat  
 Rowboat     Canoe     Kayak    Describe \_\_\_\_\_     Other: \_\_\_\_\_

**IF NO CHANGES HAVE OCCURRED, you will be required to show this survey on subsequent visits. Without this copy, a new survey will be required to be completed. Completed surveys are required to be signed and dated in the presence of Park Staff.**

1. I hereby acknowledge that I am voluntarily allowing Casitas staff to inspect my vessel for participation in the 10-Day Quarantine Program, including air flushing any areas that may contain unseen water, and hereby indemnify and hold Casitas, its officers, directors, staff and volunteers, harmless of and from any and all liability for any damage caused during, or as a result of, the inspection.
2. If a Tamper-Proof Kit is purchased, I hereby agree:
  - (a) That the kit is non-transferable and non-refundable.
  - (b) That I am solely responsible for the condition of the kit.
  - (c) That if, at any time, in the sole discretion of Casitas staff, it is determined that the cable, lock or any portion of the Tamper-Proof Kit is no longer viable, and if I wish to continue to participate in the 10-Day Quarantine Program, I will immediately purchase a new kit.

For customers who choose to complete the 10-Day Quarantine Period in a designated assigned space on the Santa Ana or Coyote Ramps, the signature below indicates that the customer acknowledges and accepts that Casitas shall not be liable for any injury to any person, or any damage to any property, or any loss arising out of the use of the space and customer shall indemnify Casitas against such liabilities. Customer is advised to maintain insurance on the vessel for any losses. In addition, customer acknowledges that the vessel will be parked in an area that is not fenced or gated and agrees to accept the conditions as provided.

I declare under penalty of perjury I have read and understand the foregoing and that all of the information provided in this declaration is true and correct.

Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**20' - 22' PATROL BOAT TO BE MANUFACTURED FOR  
LAKE CASITAS RECREATION AREA**

**INSURANCE & INDEMNIFICATION REQUIREMENTS**

**INSURANCE**

(A) Supplier shall provide and maintain the following commercial general liability and automobile liability insurance:

(1) Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
- b. Insurance Services Office Form Number CA 0001 (ed. 1/87) covering Automobile Liability, Code 1 (any auto).

(2) The Supplier shall maintain limits no less than the following:

- a. General Liability. One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurers equivalent endorsement provided to the district) or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability. One million dollars (\$1,000,000) per accident for bodily injury and property damage combine single limit.

(3) The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

- a. The United States Bureau of Reclamation (Bureau), State of California - Department of Boating and Waterways (State), Casitas Municipal Water District (District), its directors, officers, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Suppliers, products and completed operations of the Supplier; premises owned, occupied or used by the Supplier; or automobiles owned, leased, hired or borrowed by the Supplier. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, agents and volunteers.
- b. For any claims related to this project, the Supplier's insurance shall be primary insurance as respects the Bureau, State and District, its directors, officers,

employees, agents and volunteers. Any insurance or self-insurance maintained by the Bureau, State and District, its directors, officers, employees, agents and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

- c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Bureau, State and District, its directors, officers, employees, agents and volunteers.
- d. The Supplier's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the District.
- f. Such liability insurance shall indemnify the Supplier and his subcontractors against loss from liability imposed by law upon, or assumed under contract by, the Supplier or his subcontractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability. Such insurance shall be provided on a policy written by underwriters through an agency satisfactory to the District (see Section 4-08.05), which includes a cross-liability clause, and covers bodily injury and property damage liability, owned and non-owned vehicles and equipment, blanket contractual liability and completed operations liability. Such liability insurance shall include explosion, collapse, underground excavation and removal of lateral support. The Bureau, State and District, its directors, officers, employees agents and volunteers shall be named as additional primary insured on any such policies. An additional insured endorsement (ISO CG 2010 or equivalent) (modified to include provisions 2-5 above) and a certificate of insurance (Accord Form 25-S or equivalent), shall be provided to the District.

(4) Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents and volunteers; or the Supplier shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(5) Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A:VII or equivalent.

(6) The Supplier shall not commence work under this contract, nor allow any subcontractor to commence work on this subcontract, until he has secured all insurance required under the section and has filed with the District, certificates of insurance in the amounts specified. Such certificates shall contain a provision that they may not be called without at least thirty (30) days' written notice to the District.

**(B) Worker's Compensation Insurance.**

(1) By Supplier's signature hereunder, Supplier certifies that Supplier is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

(2) The Supplier shall maintain, and shall cause all subcontractors he may employ to maintain adequate workers compensation insurance under the laws of the State of California for all labor employed by them, directly or indirectly, in the execution of the work. The Supplier and all subcontractors shall file with the District certification of such workers compensation insurance prior to beginning construction.

**(C) Evidences and Cancellation of Insurance.**

(1) Prior to execution of the contract, the Supplier shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by certified mail, written notice to the District at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

(2) The Supplier shall, upon demand of the District, deliver to the District all such policy or policies of insurance and the receipts for payment or premiums thereon; and should the Supplier neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the District, then it shall be lawful for the District to obtain and maintain such insurance, and the Supplier hereby appoints the District his true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by the District for insurance premiums under the provisions of this article shall be charged to the Supplier.

**INDEMNIFICATION**

Supplier shall indemnify and hold harmless and defend the Bureau, State and District, its directors, employees, agents or volunteers, and each of them from and against:

(a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including the Bureau, State and District and/or Supplier, or any directors, officers, employees, agents or volunteers of District or Supplier, and damages to or destruction of property of any person, including but not limited to, the Bureau, State and District and/or Supplier and their directors, officers, employees, agents or volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of the Bureau, State and District or its directors, officers, employees, agents or volunteers,

except the sole negligence or willful misconduct or active negligence of the Bureau, State and District, or its directors, officers, employees, agents or volunteers.

(b) Any and all actions, proceedings, damages, costs expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Supplier.

Supplier shall defend, at Supplier's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Bureau, State and District or its directors, officers, employees, agents or volunteers.

Supplier shall pay and satisfy any judgment, award or decree that may be rendered against the Bureau, State and District, or its directors, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding.

Supplier shall reimburse the Bureau, State and District or its directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**EXHIBIT H – CONCEPTUAL IMAGE OF VESSEL**

