

**CONTRACT FOR REIMBURSING THE REPLACEMENT
OF AUXILIARY ENGINES ON THE *KIMBERLY***

This contract is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the State of Washington, and **Washington State Department of Corrections**, (hereinafter referred to as the "Vessel Owner"), 1403 Commercial St, Steilacoom, Washington 98388.

WHEREAS, the Puget Sound Clean Air Agency has established the Diesel Solutions program to reduce emissions from diesel engine exhaust by retrofitting or replacing existing diesel engines, vehicles, vessels, and equipment used in public and private fleets; and

WHEREAS, the Ports of Seattle and Tacoma have adopted the Northwest Ports Clean Air Strategy, the goal of which is to reduce air emissions from current and future maritime port operations in the Pacific Northwest through specific strategies and actions within each category of port operations; and

WHEREAS, the Agency has agreed to support the Northwest Ports Clean Air Strategy by pursuing emission reductions from the harbor craft sector of maritime operations; and

WHEREAS, the Agency has been awarded a \$372,800 grant from the Washington State Department of Ecology (Ecology), Grant No G1400574, to design a reimbursement program for harbor vessel owners who replace auxiliary engines on their vessels ("the program"); and

WHEREAS, the Vessel Owner desires to participate in the program and will replace an unregulated or Tier 1 auxiliary engine on the *Kimberly* with a new Tier 3 or cleaner auxiliary engine that meets the program criteria; and

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into this contract with the Vessel Owner to provide partial reimbursement for the Vessel Owner's costs to replace an auxiliary engine when done in accordance with the requirements of the program; and

WHEREAS, the Vessel Owner represents and warrants that it is available, experienced, and qualified to perform said services; and

NOW, THEREFORE, the Agency and the Vessel Owner mutually agree as follows:

1. Purpose.

The purpose of this contract is to describe the program, determine the roles and responsibilities of the Vessel Owner and the Agency, and determine the procedures for the Agency to reimburse the Vessel Owner for a portion of the purchase cost of the auxiliary engine replacement, not including installation.

2. Reimbursement Program Description.

A. Program Eligibility

The Agency is administering a reimbursement program for harbor vessel owners that replace auxiliary engines on medium-sized vessels (i.e. tugboats, workboats, harbor cruise boats, etc.) to reduce diesel particulate matter (DPM) from maritime-related activities. This program will prioritize harbor vessels that operate solely in the Puget Sound. The program will partially reimburse the replacement of one or two auxiliary engines per vessel, provided that the old existing and the new replacement auxiliary engines meet the requirements shown in Table 1 below:

Table 1. Engine Eligibility

	Old Existing Engine	Replacement Engine
Engine Power	20-120 kW	Equivalent to old engine
Engine Certification	Unregulated Engine or Tier 1* Engine	Tier 3 or higher EPA-Certified Engine
Status	Fully Operational	—
Annual Hours of Operation	More than 1000 hours per year	More than 1000 hours per year
Area of Operation	• On a harbor vessel in the Puget Sound • At least 50% of the time within King, Kitsap, Pierce & Snohomish counties	
Other Requirements		Must be purchased from an engine dealer licensed to operate in the state of Washington.

*Tier 1 Certifications only apply to engines with a displacement of 2.5 liters per cylinder or greater.

All replacement engines must fully comply with U.S. Environmental Protection Agency (EPA) regulations.

B. Reimbursement Amounts

The maximum reimbursement for the new engine, which must be certified at EPA Tier 3 standards or higher, will be determined based on the auxiliary engine's size, as shown in Table 2. The Agency will not provide a reimbursement greater than the equipment purchase cost of the new auxiliary engine.

Table 2. Maximum Reimbursement Amounts per New Auxiliary Engine

Engine Size (kW)	Maximum Reimbursement Amounts, per Engine
20-29	\$11,200
30-39	\$12,900
40-64	\$15,200
65-98	\$19,200
99-120	\$21,500

3. Vessel Owner's Responsibilities.

A. **Submit a Proposal for Disposing of the Old Auxiliary Engine**

The Vessel Owner shall submit a proposal for the method the Vessel Owner will use to dispose of the old engine (scrapping or remanufacturing), including what evidence the Vessel Owner will provide to demonstrate disposal of the engine. The Vessel Owner shall obtain written approval by email from the Agency Project Manager for the proposed method of scrapping/remanufacturing the old auxiliary engine before scrapping it or sending it back to the engine manufacturer.

Deliverables for 3(A):

1. The proposal for scrapping the old auxiliary engine or for returning it to the engine manufacturer for remanufacturing is due to the Agency Project Manager in writing two weeks prior to removing the old, existing engine.
2. If the Vessel Owner proposes to remanufacture the old auxiliary engine, documentation from the engine manufacturer describing how the old engine will be remanufactured is due to the Agency Project Manager in writing two weeks prior to removing the old, existing engine.

B. **Remove and Scrap/Remanufacture the Old Auxiliary Engine**

The Vessel Owner shall remove the auxiliary engine being replaced under the program and have it scrapped or returned to the manufacturer for remanufacturing to a cleaner certified tier, in accordance with the proposed disposal method approved by the Agency in Section 3(A), above. The Vessel Owner is responsible for all costs associated with removing and scrapping the old auxiliary engine or removing it and returning it to the engine manufacturer for remanufacturing.

Deliverables for 3(B):

1. Documentation showing that the old auxiliary engine has either been disabled and scrapped or returned to the engine manufacturer for remanufacturing is due to the Agency Project Manager in writing within two weeks of installing the new engine, but no later than **May 15, 2015**. This documentation must be in the form approved by the Agency Project Manager as part of the Agency-approved engine disposal method {see Section 3(A) and Section 4(A)}.

C. **Purchase and Install the New Auxiliary Engine**

The Vessel Owner shall purchase and install a new auxiliary engine on the *Kimberly* as described in the Vessel Owner's approved application. The Vessel Owner shall pay all costs associated with the purchase and installation of the new auxiliary engine. Leased engines are not eligible for the program. The Vessel Owner may use a third-party contractor to install the new auxiliary engine. The Vessel Owner is responsible for any costs associated with installing the new auxiliary engine. The Agency shall have no responsibility to any third-party contractor in relation to this contract or any participation agreement nor shall the Agency be responsible for any costs, delivery of the services, or disputes. Any disputes between the Vessel Owner and the Vessel Owner's third-party contractor are to be resolved by the Vessel Owner and its contractor.

Deliverables for 3(C):

1. Installation of the new auxiliary engine must be completed no later than **May 1, 2015**.

D. Facilitate Verification of the New Auxiliary Engine

The Vessel Owner shall assist the Agency in verifying that the new auxiliary engine has been installed and is operating, by allowing an onsite visit by the Agency or Ecology to:

1. Demonstrate that the new auxiliary engine is installed and operational.
2. Ensure that the installed engine matches the specifications in the approved engine replacement application submitted by the Vessel Owner.
3. Collect data off the new auxiliary engine's plate including but not limited to engine manufacturer, model, year, engine identification number, and kW rating.

The Vessel Owner shall work with the Agency to schedule a site visit with the Agency or Ecology, which shall occur during business hours, Monday through Friday, to verify that the new engine qualifies for the program. The Vessel Owner may propose an alternative method to demonstrate that the new engine qualifies for the program instead of an onsite visit. Approval of any alternative method proposed by the Vessel Owner is at the sole discretion of the Agency Project Manager.

Deliverable for 3(D):

1. The verification of the new engine shall take place within one month of engine installation, but no later than **June 1, 2015**.

E. Submit Reimbursement Documentation

The Vessel Owner shall follow the procedures described in Section 8, "Compensation," and provide the proper documentation to the Agency Project Manager in order to receive the reimbursement.

Deliverable for 3(E):

1. All reimbursement documentation is due to the Agency no later than **June 30, 2015**.

F. Meet Reporting Requirements

1. The Vessel Owner shall assist the Agency in complying with Appendix A, Section I, of Ecology Grant G1400574, "Performance Reporting," by providing the following information:
 - a. Upon request by the Agency Project Manager, the Vessel Owner shall provide the Agency updates on the status of its replacement project(s), to assist the Agency with its reporting requirements to Ecology.
 - b. The Vessel Owner shall complete and submit to the Agency Project Manager three annual reports using the form provided in Attachment A, hereby incorporated by reference.

Deliverables for 3(F):

1. Requested information under 3(F)1.a regarding the status of the engine replacement project(s) is due to the Agency Project Manager in email within one week of such a request.
2. Annual reports under 3(F)1.b are due to the Project Manager by the following dates: May 31, 2016; May 31, 2017; and May 31, 2018.

G. Operate the Vessel in the Puget Sound Area at least 50% of the time for Three (3) Years

1. The Vessel Owner shall operate the *Kimberly* in waterways of Puget Sound Area at least 50% of the time for at least three years from the date the *Kimberly*'s new engine was installed. For the purpose of this contract the Puget Sound Area is defined to be the Puget Sound and connecting waterways within the surrounding counties. The percent of operation shall be calculated as follows:

Equation 1

$$\text{Operation in Puget Sound (\%)} = \frac{\text{\# Months of operation in Puget Sound Area during 3 years after installation}}{36 \text{ months of total operation}} * 100$$

2. If the *Kimberly* operates more than 50% outside of the Puget Sound Area, the Vessel Owner will repay the engine reimbursement to the Agency on a prorated basis. The amount owed to the Agency will be calculated using Equation 2.

Equation 2

$$\text{Amount Vessel Owner owes Agency (\$)} = \frac{(\text{\#Months outside Puget Sound Area} - 18 \text{ months})}{18 \text{ months of total operation}} * \text{Reimbursement (\$)}$$

3. The Vessel Owner may sell or relocate the *Kimberly* or sell or relocate the new auxiliary engine partially paid for under this contract prior to the end of the three-year term, **provided** the Vessel Owner notifies the Agency Project Manager in writing at least two weeks in advance of selling or relocating the *Kimberly* and/or the new auxiliary engine **and** the Vessel Owner meets one of the three conditions in Section 3(G)3.b of this contract. The written notification must:
 - a. Include the proposed date and the new location of any proposed relocation of the *Kimberly* **or** the date and new location of any proposed relocation of just the new auxiliary engine; and
 - b. Demonstrate one of the following three conditions:
 - i. The Vessel Owner is selling or relocating the *Kimberly*'s engine to another location within the State of Washington or is selling just the new auxiliary engine to be installed on another vessel operating within the State of Washington;
 - ii. The Vessel Owner will repay to the Agency a prorated portion of the reimbursement received as calculated in Equation 2, above; or
 - iii. The Agency Project Manager has approved in writing an alternative emission reduction option proposed by the Vessel Owner.
4. In the event that a catastrophic event outside the Vessel Owner's control occurs after the engine replacement verification is completed and said event renders the *Kimberly* and the new auxiliary engine inoperable, the *Kimberly* is exempt from the three-year retention requirement. Such inoperability shall not be caused by the Vessel Owner's negligence, misuse, or malfeasance. The Vessel Owner shall provide documentation of a catastrophic event to the Agency Project Manager in writing within 30 days of such occurrence.

4. Agency Responsibilities.

A. Review Method of Disposing of Engine

The Agency will review the Vessel Owner's proposed engine scrapping/remanufacturing method and the Vessel Owner's proposed proof of engine disposal documentation. The Agency will notify the Vessel Owner if the Vessel Owner's proposed scrapping/remanufacturing method(s) and proposed proof-of-disposal documentation meets the requirements of the program within two weeks of receiving the proposal.

B. Verify Old Auxiliary Engine is Disposed of in Accordance with Approved Method

The Agency will review documentation for the scrapped/remanufactured engine submitted by the Vessel Owner to ensure that the required documentation has been submitted. Proof-of-disposal documentation must be submitted by the Vessel Owner in the form approved by the Agency in order for the Vessel Owner to be eligible for partial reimbursement of the replacement engine costs.

C. Verify New Auxiliary Engine Installation

The Agency will work with the Vessel Owner to schedule a site visit, which shall occur during normal business hours, Monday through Friday, to verify that the new auxiliary engine qualifies for the program. Ecology may also participate in such site visits.

During the site visit the Agency Project Manager will:

1. Document that the new auxiliary engine is in working condition.
2. Collect data off the engine plate of the new auxiliary engine including but not limited to engine manufacturer, model, year, engine identification number, and kW rating.

At its sole discretion, the Agency may approve an alternative method of verifying the installation of the new auxiliary engine proposed by the Vessel Owner rather than conducting a site visit.

D. Provide Reimbursement

The Agency will reimburse the Vessel Owner provided the Vessel Owner has met all requirements of this contract, including those described in Section 8, "Compensation." The Agency will not provide a reimbursement that is greater than the equipment purchase cost of a new auxiliary engine. The Agency will not reimburse any costs associated with the removal and scrapping of an old engine or the installation of a new engine.

E. Report Program Status to Ecology

The Agency shall comply with Appendix A, Section I, of Ecology Grant G1400574, "Performance Reporting," and provide periodic reports to Ecology regarding the status of the engine replacements conducted under this grant.

5. **Communications.** The following persons shall be the contact person for all communications regarding the performance of this contract.

Vessel Owner	Agency	Submit invoices to:
Bob Epperson	Beth Carper	Attn: Finance
Washington State Department of Corrections	Puget Sound Clean Air Agency	Puget Sound Clean Air Agency
PO Box 881460 Steilacoom, WA 98388	1904 Third Avenue, Suite 105 Seattle, WA 98101	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: 253-512-6517	Phone: (206) 689-4057	Phone: (206) 689-4014
E-mail address: rpepperson@doc1.wa.gov	E-mail address: BethC@pscleanair.org	E-mail address: finance@pscleanair.org

6. **Contract Term.** The effective date of this contract is the date the contract is fully signed. Any costs incurred prior to the effective date of this contract will be at the sole expense and risk of the Vessel Owner. The termination date of this contract is June 30, 2018.
7. **Cooperation with Inspections.** Pursuant to Grant No. G1400574, the Vessel Owner shall make all equipment partially purchased or partially reimbursed under this contract available for inspection by any authorized state, federal, or local representative through June 30, 2018.
8. **Compensation.**

A. Reimbursement Amount

The total amount to be reimbursed by the Agency for satisfactory completion of the requirements under this contract shall not exceed eleven thousand two hundred dollars (\$11,200). The Agency will not provide a reimbursement greater than the equipment purchase cost of the new replacement engine. The Vessel Owner shall initially pay all costs associated with the purchase and installation of the engine. The Agency shall provide reimbursement upon successful compliance by the Vessel Owner with all requirements of this contract and within thirty (30) days after review and approval by the Agency Project Manager.

The funding for this contract is provided by the Ecology Grant No G1400574 and is part of the Agency's budget for Fiscal Year 2015.

B. Required Reimbursement Documentation

The Vessel Owner shall submit an invoice and supporting documentation for reimbursement of the new auxiliary engine after the new auxiliary engine has been installed, as follows:

1. An Invoice from the Vessel Owner to the Agency that includes the following:
 - a. Date
 - b. Billing information including where the Agency should send the check
 - c. The make, model, and power rating for the new auxiliary engine.
 - d. The maximum reimbursement amount for the new auxiliary engine.

A sample Invoice form is available upon request.

2. A copy of the Vessel Owner's W-9 form, if applicable.
3. A copy of the invoice from the engine dealer to the Vessel Owner for the replacement engine.
4. Documentation showing proof of payment to the engine dealer by the Vessel Owner (receipt).

The reimbursement documentation must be submitted no later than June 30, 2015.

The Vessel Owner shall send the request for reimbursement and all reimbursement documentation to the Puget Sound Clean Air Agency's Finance Department; contact information is in Section 5, "Communications," of this contract.

9. **Ownership of Equipment.** All equipment reimbursed under this contract shall be owned by the Vessel Owner, subject to the terms of this contract.
10. **Communications About Performance.** The Vessel Owner understands that Agency staff members have been encouraged to communicate any concerns about the performance of the Vessel Owner directly and respectfully to the Agency Project Manager in a good faith attempt to resolve any issues. Similarly, if the Vessel Owner has a concern about the performance of the contract or an interaction with an Agency staff member, the Vessel Owner agrees to communicate that concern directly and respectfully to the Agency Project Manager in a good faith attempt to resolve any issues.
11. **Changes.** The Agency may, from time to time, require changes in the scope of services performed under this contract. The parties shall mutually agree to the changes by written amendment to the contract.
12. **Termination.** The Agency may terminate this contract at any time with or without cause by giving a thirty day (30) written notice to the Vessel Owner of such termination and by specifying the effective date of the termination; provided, that the termination shall be preceded by a face-to-face meeting between the Vessel Owner and the Agency. Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Vessel Owner to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated.
The Agency shall pay to the Vessel Owner the amount agreed upon by the Vessel Owner and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, and (iii) other property or services which are accepted by the Agency, unless the termination is for default, in which case the Agency shall determine the extent of the liability of the Agency. The Agency may withhold from any amounts due the Vessel Owner such sums as the Agency determines to be necessary to protect the Agency against potential loss or liability.

13. **Agency Access to Data.** The Vessel Owner shall provide the Agency, at no additional charge, access to all data generated under this contract. "Data" includes all information that supports the findings, conclusions and recommendations with respect to the new auxiliary engine, including computer models and the methodology for those models.
14. **Agency Use of Information.** At no additional charge, the Agency is entitled to use any data generated under this contract in Agency communications, reports or documents.
15. **Vessel Owner Not An Employee of the Agency.** The Vessel Owner and the Agency intend that an independent contractor relationship will be created under this contract. The Vessel Owner and his or her employees or agents are not employees of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. The Vessel Owner will not hold himself/herself out as nor claim to be an officer or an employee of the Agency or of the State of Washington by reason hereof, nor will the Vessel Owner make any claim of right, privilege or benefit which would accrue to an employee under the law. Conduct and control of the work will be solely with the Vessel Owner.
16. **Indemnification.** The Vessel Owner shall release, indemnify, defend and hold harmless the Agency, its Board of Directors, officers, employees and agents from and against any and all liability, loss, damage, expense, actions, or claims, including costs and attorney's fees which the Agency, its Board of Directors, officers, employees and agents may hereafter sustain, incur, or be required to pay asserting or arising directly or indirectly due to any act or omission of the Vessel Owner, its agents, employees or subcontractors, in the execution, performance or failure to adequately perform the Vessel Owner's obligations pursuant to this contract; provided, however, this paragraph does not purport to indemnify the Agency against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of the Agency, its Board of Directors, its officers, employees and agents in the execution, performance or failure to adequately perform its obligations pursuant to this contract.
17. **Payroll and Taxes.** The Vessel Owner assumes full responsibility for the payment of all wages, payroll taxes, use, sales, income or other form of taxes, fees and licenses.
18. **Licensing, Accreditation, and Registration.** The Vessel Owner shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.
19. **Industrial Insurance Coverage.** The Vessel Owner shall provide or purchase industrial insurance coverage prior to performing work under this contract and shall maintain full compliance with Chapter 51.12 RCW during the term of this contract. The Vessel Owner and shall require any third-party contractors to provide or purchase industrial insurance coverage prior to performing work related to this contract and to be in compliance with Chapter 51.15 RCW. If the Vessel Owner or the Vessel Owner's third-party contractor installing the auxiliary engine is exempt from the requirements of Chapter 51.12 RCW, he/she must carry appropriate liability insurance equivalent to the coverage provided under that chapter. The Agency will not be responsible for the payment of industrial or liability insurance premiums or for any other

claim or benefit for this Vessel Owner, or any third-party contractor or employee of the Vessel Owner, which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Vessel Owner and the Vessel Owner shall indemnify the Agency and guarantee payment of such amounts.

20. **Limitation of Authority.** Only the Agency's Project Manager shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this contract except for clauses or conditions required by law. Furthermore, any alteration, amendment, modification or waiver of any clause or condition of the contract is not effective or binding unless made in writing and signed by the Agency's Project Manager
21. **Governing Law.** This contract shall be governed by the laws of the state of Washington. The Vessel Owner, by execution of the contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.
22. **Severability.** The provisions of this contract are severable. If any provision is illegal or invalid for any reason whatsoever, that illegality or invalidity shall not affect the validity of the rest of the contract.
23. **Nondiscrimination.** During the performance of this contract, the Vessel Owner shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Vessel Owner's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Vessel Owner may be declared ineligible for further contracts with the Agency. The Vessel Owner shall, however, be given a reasonable time in which to remedy this noncompliance.
24. **Utilization of Minority and Women-Owned Business Enterprises (MWBE).** To the extent practicable, when performing the services agreed to under this contract, the Vessel Owner should utilize MWBEs certified by the Office of Minority and Women's Business Enterprises under the state of Washington certification program.
25. **Assignment.** The work provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.
26. **Attorneys' Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.
27. **Content and Understanding.** This contract contains a complete and integrated understanding and contract between the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

28. **Third-Party Beneficiary.** Pursuant to Grant No. G1400574, the State of Washington is an express third-party beneficiary to this contract with full rights as such.
29. **Comply with Federal Laws.** The Vessel Owner shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.
30. **Subcontracting.** Except as authorized under Section 3(C) for the installation of a new engine, the Vessel Owner shall not enter into subcontracts for any of the services or work contemplated under this contract without obtaining prior written approval of the Agency Project Manager. In no event shall the existence of any subcontract operate to release or reduce the liability of the Vessel Owner to the Agency for any breach in the performance of the Vessel Owner's duties.

THIS CONTRACT is executed by the persons signing below, who warrant they have the authority to execute the contract.

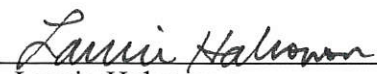
PUGET SOUND CLEAN AIR AGENCY

**WASHINGTON STATE
DEPARTMENT OF CORRECTIONS**

By: 
Craig T. Kenworthy
Executive Director
Date: 2/4/15

By: 
Bob Epperson
Marine Manager
Date: 1/28/2015

Approved as to Form:

By: 
Laurie Halvorson
Director of Compliance and Legal
Date: 2/4/15

Attachment A Auxiliary Engine Annual Report Form 20-16

If you have any questions, please contact **Beth Carper** at **206-689-4057**.

A. GENERAL INFORMATION

Company:	
Project Manager:	
Reporting Date:	

B. VESSEL SPECIFIC INFORMATION

Vessel name or Identification number:		
Number of engines replaced through Auxiliary Engine Replacement Program:		
Auxiliary engine(s) installation date(s):	Engine 1:	Engine 2:
Cumulative hours of operation: ^a	Engine 1:	Engine 2:
Number of months the vessel operated in Puget Sound since the engine(s) installation: ^b		
Number of months the vessel operated outside Puget Sound since the engine(s) installation: ^b		
Fuel use of vessel since the engine(s) installation(s): ^c		

C. AUTHORIZED SIGNATURE

I verify that the information I am providing is true and accurate to the best of my knowledge:

Authorized Signatory: _____ Date: _____

Name Printed: _____

Title: _____

^a Hours of operation from the date of installation to the date of this report.

^b If more than one auxiliary engine was replaced as part of the Puget Sound Clean Air Auxiliary Engine Replacement Program, use the date of the second installation in determining the number of months the vessel operated in or out of the Puget Sound.

^c If more than one auxiliary engine was replaced as part of the Puget Sound Clean Air Auxiliary Engine Replacement Program, use the date of the second installation in determining fuel use of the vessel.

