



***Richmond Police Department  
Three-Year Maintenance Plan  
August 1, 2022 – August 1, 2025  
RPD Vessels: Liberty 37, Rescue 28 & Rescue 23***

Work Order – *Not to exceed \$50,000 over three years*

- Haul out fee for vessels: Not to exceed \$1,500.
- Hull and deck maintenance to include bottom painting and replacing zincs and anodes: Not to exceed \$14,000.
- General Service and Repair to all outboards and components: Not to exceed \$7,000.
- General Service and Repair on both starboard and port Cummings Diesel engines, to include Hamilton Jet Drives: Not to exceed \$9,000.
- Equipment and materials: not to exceed \$5,500.
- Inspection and repair if needed all electrical systems on all vessels: Not to exceed \$8,000.

Service Details

1. Moose boat: Service 2 Cummings diesel engines (2) 6.7ltrs.
2. Hamilton Jets: service per manual, with attention to the seals and changes required by number of hours.
3. Equipment and Materials
  - a. New batteries, new terminals, replace corroded wiring, steering cables, flushing hydraulic steering.
4. Bottom Paint
  - a. Supplies: Primer, bottom paint, sandpaper rollers, covers, tarps, tape, and consumable supplies
  - b. Yard rent
5. Remove old fuel from tank
  - a. This requires using pumps to extract fuel. All fuel must be recycled.
  - b. because the vessel has been sitting for more than six months, this service is necessary.
6. Nonskid Application
  - a. Remove old paint on deck, apply new primer and non-skid application
  - b. Materials: non-skid, primer, brushes, tape tarps, plastic coverings

7. Inspection & Annual Survey

- a. Create and maintain a file on each item on board (check list to be updated any time equipment is replace or added) for maintenance or guaranty. 6 hours one person

8. Remove old fuel

- a. If vessel has been sitting for more than six months; this service is necessary.

TOTAL \$16,600. Per vessel, \$50,000 TOTAL for three-year contract.

This is a proposal. Before work begins, we would create a contract.

Proposal assumes client will work with us to ensure requests do no exceed annual budget.

## QUOTE

DATE:	5/20/22
QUOTE #	155022
Customer ID	Richmond PD
Valid Until:	6/20/22

Richmond Police Department  
Marine Unit  
Sgt. J England

[illegible]







**SVENDSEN'S  
BAY MARINE**  
BAY MARITIME GROUP

**Northern California's Premier Boatyard with Absolute Customer Satisfaction Guaranteed!**

May 3, 2022

DM #: 01324  
City of Richmond  
Equipment Services / Public Works  
#6 13th Street  
Richmond, CA 94801

Sargent Joseph England  
510-620-6661  
jengland@richmondpd.net

Officer Carl Dean  
cdean@richmondpd.net

**Subject:** RPD - Liberty 37, Rescue 28, Rescue 23  
3-Year Contract

**Attn:** City of Richmond

**We at Svendsen's Bay Marine (SBM) are pleased to provide this quotation for service to the referenced vessels. The following prices are firm for the work, unless otherwise stated. Any**

<b>Haul Out - Liberty 37</b>	<b>\$</b>	<b>518.00</b>
* Haul vessel with 2 straps		
* Pressure wash and properly dispose of growth		
* Securely block vessel		
* Launch vessel with 2 straps		
<b>Haul Out - Rescue 28</b>	<b>\$</b>	<b>392.00</b>
* Haul vessel with 2 straps		
* Pressure wash and properly dispose of growth		
* Securely block vessel		
* Launch vessel with 2 straps		
<b>Haul Out - Rescue 23</b>	<b>\$</b>	<b>350.00</b>
* Haul vessel with 2 straps		
* Pressure wash and properly dispose of growth		
* Securely block vessel		
* Launch vessel with 2 straps		

**LIBERTY**

<b>Prepare and Paint Underwater Body - Liberty</b>	<b>\$</b>	<b>2,160.38</b>
* Tape off waterline		
* Prepare underwater body from keel to waterline with single pass abrasion to intact paint		
* Roll 1 spot coat International Intersheild 300V primer to bare spots on underwater body from keel to waterline		
* Roll 1 coat International Interspeed 5640 anti-fouling paint to underwater body from keel to waterline		
* Move support stands after paint dries		
* Prepare and paint pad areas		
* Keel blocks will be prepared and painted during the launching process and may not dry completely		

* Quotation does not include structural repairs to the hull		
* Quote does not include blister repairs or removal of heavy growth		
<b>Jet Drive(s) Preparation and Paint - Liberty</b>	<b>\$</b>	<b>2,436.00</b>
* Pressure wash jet drive components and housings		
* Set site protection and mobilize spray equipment		
* Spray 1 spot coat International Intersheild 300V on accessible jet drive components and housings		
* Spray 1 coat International Interspeed 5640 anti-fouling on accessible jet drive components and housings		
* Remove site protection and de-mobilize spray equipment		
* All material is yard furnished		
<b>Port and Starboard 2000 Hour Hamilton Jet Service - Liberty</b>	<b>\$</b>	<b>1,743.00</b>
* Visually inspect general condition of complete port and starboard jet units		
* Grease steering shafts, bushings, and cranks		
* Grease driveshafts		
* Grease thrust bearings		
* Remove, clean and reinstall intake grates		
* Inspect impeller blades for clearance and damage		
* Inspect general condition of marine bearing		
* Replace JHPU oil and oil filter		
* Inspect v-belt tension and report condition found		
* Provide quotation for additional repairs as determined by the inspection reports		
* All material is yard furnished		
<b>Replace Port and Starboard Waterjet Anodes - Liberty</b>	<b>\$</b>	<b>1,470.00</b>
* Disassemble port and starboard waterjets		
* Procure new waterjet anodes		
* Remove and replace all waterjet anodes		
* Reassemble port and starboard waterjets		
* All material is yard furnished		
<b>Port and Starboard Basic Engine Service - Cummins 6.7L - Liberty</b>	<b>\$</b>	<b>3,549.00</b>
* Inspect air cleaners		
* Inspect drive belts		
* Replace anodes		
* Replace engine oil and filters		
* Replace primary and secondary fuel filters		
* Check transmission oil		
* Check operation of engines		
* Provide quotation for additional repairs as determined by the inspection reports		
* All material is yard furnished		
<b>Vessel Systems Maintenance - Up to 8 hours - Liberty</b>	<b>\$</b>	<b>1,176.00</b>
* <b>Inspect and service electrical system</b>		
* <i>Load test batteries and service connections</i>		
* <i>Clean shore power inlet and apply anti-corrosion material</i>		
* <b>Inspect navigation equipment on vessels</b>		
* <i>Test navigation equipment and repair as needed</i>		
* <i>Inspect lighting hardware and service connections</i>		
* <i>Test and repair radios for proper continuity and operation</i>		
* <i>Remove lower unit as needed</i>		
* <b>Inspect general condition of fuel system</b>		
* <b>Inspect general condition of plumbing system</b>		
* Provide quotation for additional repairs as determined by the inspection reports		
* All material is yard furnished		
<b>Replace Zincs/Anodes - Liberty</b>	<b>\$</b>	<b>149.63</b>
* Remove and replace (4) zincs as needed		
* All material is yard furnished		

- \* Rate applies only to bolt-on zincs

## RESCUE 28

<b>Prepare and Paint Underwater Body - Rescue 28</b>	<b>\$</b>	<b>1,516.99</b>
* Tape off waterline		
* Prepare underwater body from keel to waterline with single pass abrasion to intact paint		
* Roll 1 spot coat International Intersheid 300V primer to bare spots on underwater body from keel to waterline		
* Roll 1 coat International Interspeed 5640 anti-fouling paint to underwater body from keel to waterline		
* Move support stands after paint dries		
* Prepare and paint pad areas		
* Keel blocks will be prepared and painted during the launching process and may not dry completely		
* Quotation does not include structural repairs to the hull		
* Quote does not include blister repairs or removal of heavy growth		
<b>Vessel Systems Maintenance - Up to 6 hours - Rescue 28</b>	<b>\$</b>	<b>882.00</b>
* <b>Inspect and service electrical system</b>		
* <i>Load test batteries and service connections</i>		
* <i>Clean shore power inlet and apply anti-corrosion material</i>		
* <b>Inspect navigation equipment on vessels</b>		
* <i>Test navigation equipment and repair as needed</i>		
* <i>Inspect lighting hardware and service connections</i>		
* <i>Test and repair radios for proper continuity and operation</i>		
* <i>Remove lower unit as needed</i>		
* <b>Inspect general condition of fuel system</b>		
* <b>Inspect general condition of plumbing system</b>		
* Provide quotation for additional repairs as determined by the inspection reports		
* All material is yard furnished		
<b>Replace Zincs/Anodes - Rescue 28</b>	<b>\$</b>	<b>74.81</b>
* Remove and replace zincs as needed		
* All material is yard furnished		
* Rate applies only to bolt-on zincs		

## RESCUE 23

<b>Prepare and Paint Underwater Body - Rescue 23</b>	<b>\$</b>	<b>1,229.57</b>
* Tape off waterline		
* Prepare underwater body from keel to waterline with single pass abrasion to intact paint		
* Roll 1 spot coat International Intersheid 300V primer to bare spots on underwater body from keel to waterline		
* Roll 1 coat International Interspeed 5640 anti-fouling paint to underwater body from keel to waterline		
* Move support stands after paint dries		
* Prepare and paint pad areas		
* Keel blocks will be prepared and painted during the launching process and may not dry completely		
* Quotation does not include structural repairs to the hull		
* Quote does not include blister repairs or removal of heavy growth		
<b>Vessel Systems Maintenance - Up to 4 hours - Rescue 23</b>	<b>\$</b>	<b>588.00</b>
* <b>Inspect and service electrical system</b>		
* <i>Load test batteries and service connections</i>		
* <i>Clean shore power inlet and apply anti-corrosion material</i>		
* <b>Inspect navigation equipment on vessels</b>		
* <i>Test navigation equipment and repair as needed</i>		
* <i>Inspect lighting hardware and service connections</i>		
* <i>Test and repair radios for proper continuity and operation</i>		



* Remove lower unit as needed	
* Inspect general condition of fuel system	
* Inspect general condition of plumbing system	
* Provide quotation for additional repairs as determined by the inspection reports	
* All material is yard furnished	
<b>Replace Zincs/Anodes - Rescue 23</b>	<b>\$ 149.63</b>
* Remove and replace zincs as needed	
* All material is yard furnished	
* Rate applies only to bolt-on zincs	
<b>Total Liberty 37, less sales tax:</b>	<b>\$ 13,202.00</b>
<b>Total Rescue 28, less sales tax:</b>	<b>\$ 2,865.80</b>
<b>Total Rescue 23, less sales tax:</b>	<b>\$ 2,317.19</b>
<b>TOTAL:</b>	<b>\$ 18,384.99</b>

Payments can be made in cash, check, or credit card. Please make checks out to "Svendsen's Bay Marine".

### **ADDITIONAL TERMS**

1. Please carefully read the SBM Standard Contract Terms below. These terms are part of the offer being made by this quotation letter, are included in our contract, and include various liability limitations which you should understand. Our contract ("Contract") consists of this quotation, the SBM Standard Contract Terms, the SBM Safety Requirements, and any Exhibits to either, regardless of whether any of them are initialed or attached. Our Contract does not include any other documents (or any other or different terms) unless specifically agreed to in writing by a SBM authorized representative.

2. Except as otherwise specified above or as specifically agreed to in writing by a SBM authorized representative, all work is performed on a fixed price basis. Any projects, including work resulting from unanticipated conditions, from owner's failure to comply with its obligations under this Contract, and from changes in and additions to work which was originally quoted, may be charged on a regular time and materials basis. Time and materials include (a) labor at SBM's yard labor rates, and (b) project materials, (c) yard used consumables and (d) subcontractors and specialized equipment rental (if any) at retail pricing.

#### **Onsite General Labor, Bottom Preparation and Paint Rates:**

Straight Time: ..... \$125.00 per hour, consumable material included  
Overtime: ..... \$187.50 per hour (from 8 to 12 hours in one day)  
Double time: ..... \$250.00 per hour (over 12 hours in one day)

#### **Onsite Rigging, Systems, General Mechanical, Welding, and Craftsmen Labor Rates:**

Straight Time: ..... \$140.00 per hour, consumable material included  
Overtime: ..... \$210.00 per hour (from 8 to 12 hours in one day)  
Double time: ..... \$280.00 per hour (over 12 hours in one day)

#### **All Offsite Work, Onsite Mechanical, and Specialized Systems Labor Rates:**

Straight Time: ..... \$150.00 per hour, consumable material included  
Overtime: ..... \$225.00 per hour (from 8 to 12 hours in one day)  
Double time: ..... \$300.00 per hour (over 12 hours in one day)

#### **Onsite Material and Equipment Rates:**

Job Used Material: ..... Retail pricing, as needed  
Subcontractor and Equipment Rental: Retail pricing as needed  
Crane: ..... \$350.00 per hour, with a half hour minimum  
Forklift & Manlift: ..... \$150.00 per hour, with a half hour minimum  
Scaffolding: ..... \$200.00 per week (For DIY projects only. Assembly and Dismantling not included)  
Equipment fees will be charged on an as needed basis. Only SBM employees may operate the forklift and crane.

3. Payment terms are as follows:



- a) The entire balance of all amounts owed SBM are due and payable in assured funds Net 30 from date of invoice. Except as otherwise specifically agreed to in writing by SBM's authorized representative, assured funds are credit card, wire, cash or equivalent. (i) Payments made by international or domestic wire transfer may be subject to processing fees. (ii) Check acceptance is subject to the following terms (a.) confirmation of identity, (b) complete address, (c) must be an existing account, (d) must be dated with date of payment, no post/pre dates, (e) must be an in state check.
  - b) For all work of greater than two weeks duration a progress payment based on the percent of work complete will be due in assured funds within 30 days from date of invoice.
  - c) Weekly progress invoices may be processed on all DIY work and if SBM scope of work is delayed due to owner circumstance, including pending insurance claims.
  - d) Any deposits will be credited against the final payment(s) due.
  - e) Owner shall pay interest on any past due amount, including progress payments, from due date until paid. In addition, if any payment is not made within 5 business days after the date due, Owner shall pay a late charge of 10%. See Sec. 4 of the SBM Standard Contract Terms below for details.
4. An Environmental and Safety fee of 5% is included on all labor and goods purchased.
  5. Owner will deliver the vessel to SBM at its Richmond facility on a mutually agreeable starting date and time and take delivery at the same location upon completion of all authorized work. A two hour time window will be given prior to haul out. If vessel does not arrive prior to or during the window, the haul out may need to be rescheduled.
  6. SBM is authorized to operate the vessel for purposes of the vessel's testing, inspection and delivery, and to haul the vessel out of the water for purposes of the work using the slings of its Travelift and its other customary equipment.
  7. Docking plans must be made available by owner of vessel for all vessel's 70' and over, and/or in excess of 80 tons,
  8. Storage and layday needs not written onto the contract should be discussed with your Project Manager prior to arrival. Unscheduled or unapproved laydays may be charged at twice the rates noted.  
Layday and storage fees may be charged on days when (a) No SBM contract or change order work has been approved, (b) Do It Yourself (DIY) work interferes with SBM work, (c) SBM work is completed and DIY work delays launch of vessel, (d) No SBM work is being performed, (e) Owner awaiting insurance claim approval, (f) SBM is awaiting deposits or payment on past due amounts to commence with project.  
\*Mast storage at a rate of \$30/day (on carts), and \$15.00/day (on rack)  
\*Laydays charged at a rate of \$5.00/foot/day (hailed), and \$3.00/foot/day (docked)  
If the Owner is non-responsive and/or delinquent on payments after 30 days, SBM may increase the layday rate to \$10/ft/day and may increase the layday rate by \$5/ft incrementally each month. Customer agrees and confirms that SBM has a perfected lien on Customer's vessel under California state law and under the United States general maritime law for all charges incurred under SBM contracts and/or change orders, including charges for storage and laydays, as well as interest thereon at the rate of 18% per annum.
  9. Inform office upon check in if you would like shore power. Standard 50 or 30 amp single phase power is provided at no charge. Other power requirement connections may be priced separately. Owners must furnish shore power cords. Please be advised that all shore and standard electrical receptacles are equipped with GFCI protection. These safety devices are sensitive and may trip at any time. Svendsen's Bay Marine is not responsible for lost or damaged on-board goods.
  10. Vessel owner or representative must request for storage of parts prior to commencement of work. Removed boat parts will be disposed of at completion of project unless otherwise requested by owner. Additional charges for storage and/or disposal will apply.
  11. Owner can purchase material from the chandlery and charge to their open Work Order. A list of crew members eligible for purchasing material must be provided to the office. SBM is not responsible for determining if vessel crew members are allowed to purchase toward the account. Owner will be liable for all owners materials applied to the Work Order. The account will be closed on the date of project completion. Any additional items purchased after the invoice has been paid, will be completed as an over the counter sale.
  12. SBM's liability is subject to the limitations in Sec. 7 of the SBM Standard Contract Terms below. These are important terms which you should read and understand.
  13. The price does not include sales, use, value-added or other taxes applicable to the price, sale or use by SBM or owner, which taxes shall be paid by owner in addition to the Contract price. Current Richmond sales tax will be applied. For a vessel owner to avoid paying California sales tax, a Watercraft Exemption Certificate or Resale Certificate signed by the an authorized representative, must be received prior to the start of the Contract.
  14. This quotation is valid for 30 days. Within that time period, if SBM has not yet received your acceptance, SBM may terminate the offer or revise the offer to meet changed conditions. At the end of that time period, the offer terminates.

15. The person signing the Acceptance below represents and warrants: that he or she is either the vessel's owner or master, the owner's appointed agent or officer, or a person entrusted with management of the vessel at the port of supply, in all cases acting with the full authority of the vessel's owner (the "Owner") to enter into and legally bind the Owner and the vessel to this Contract; and that no approval or consent of any other person, whether with or without Owner or the vessel, is required.

16. You may accept our offer by completing the blanks below, signing, and returning the Quotation Letter or Acceptance signature page to Svendsen's Bay Marine by any means convenient to you. If you have any questions, please call our office. We appreciate the opportunity to earn your business.

Sincerely,

Svendsen's Bay Marine

By: *Allison Mezzera*

Allison Mezzera

Estimating and Contracts Supervisor

## WORK ORDER ACCEPTANCE

The above is accepted and agreed on behalf of both the Vessel and its Owner.

Your Company's PO #, if applicable: \_\_\_\_\_

For the \_\_\_\_\_ (Name of Vessel)("Vessel")

Hull ID / CF#: \_\_\_\_\_

Official No. \_\_\_\_\_ Hailing Port: \_\_\_\_\_

Owner of Vessel: \_\_\_\_\_ ("Owner")

(Print exact legal name of owner/person holding title.)

**If you are not the Owner**, please print your name, your company (if any), the capacity in which you're acting (e.g. port engineer, yacht broker, etc.), and your contact information, including telephone and email.

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Capacity: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Owner represents and warrants that the Vessel is operable and seaworthy and the Vessel has sufficient structural integrity and is otherwise in adequate condition to be hauled out without damage. Owner accepts the risk that the Vessel is not as represented, including the risks of undiscovered and unknown conditions, and agrees that operation and haul out is at Owner's risk. SBM reserves the right to deny hauling the vessel if doing so would be an unsafe practice.

The above quotation does not include a prior inspection of the vessel for the haul out or its operation by SBM. Absent an inspection, the Owner bears the risks of undiscovered and unknown conditions of the Vessel.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(I am the Vessel's owner or master, or the Owner's authorized agent or officer, or a person entrusted with management of the Vessel at the port of supply.)

**Print signer's name:** \_\_\_\_\_

**Owner's Materials:** Please provide a list of names of those eligible to purchase material from the Chandlery throughout the project. If Crew Member is not on the list, permission will need to be provided by the owner prior to purchase.

_____	_____
_____	_____
_____	_____

### Check Box that Applies

☐

**YES**

I wish to receive emails regarding special offers, announcements, and advertisements from Svendsen's Bay Marine. We value your privacy. Your personal information will be kept confidential and will never be sold to third parties. You may "opt-out" at anytime by contacting us and requesting to unsubscribe.

☐

**NO**

I do not wish to be contacted with special offers, announcements and advertisements

**SVENDSEN'S BAY MARINE Standard Contract Terms**

Svensden's Bay Marine, Inc. ("SBM") contracts only on the following terms.

1. All Work is on the terms stated in these SBM Standard Contract Terms ("Terms") and in any quotation letter by SBM, which together are the "Contract". Any additional or different terms proposed by Owner are rejected and are not part of the Contract unless specifically agreed to in writing by SBM's authorized representative. Owner's request to proceed with any Work shall constitute Owner's agreement to the Contract.

2. The "Work" is the work set forth in this Contract and any other work ordered for the Vessel or Vessels which are the subject of this Contract (the "Vessel"), including additional work which is either (a) requested by Owner verbally, via email, or in writing which SBM elects to perform, or (b) is agreed in a writing signed by SBM's authorized representative. The "Work" includes repairs, performing other labor, the sale and other furnishing of materials and supplies, and storage of the Vessel. If Owner desires to claim a watercraft exemption from California State sales tax, Owner shall cause a watercraft exemption certificate signed by an authorized Owner's representative to be received by SBM prior to the start of Work. Removal and disposal of yard-generated debris, slops, wastes, spent grit and the like generated in the ordinary course of commonly-performed work are included in SBM's quotation. However, if the Work generates unusual or hazardous materials, extra charges will be added, including for containment, storage, additional disposal costs and OSHA compliance. Actual charges may vary from any estimate.

3. Owner shall pay for all Work. Except as otherwise provided elsewhere in this Contract: such payment shall be on SBM's regular time and materials basis; and regardless of the basis for calculating the price, Owner's payment is due without offset or deduction (a) 5 days after presentation of invoice, or (b) 25% of the total contract value upon the Vessel's arrival at SBM's yard and the balance upon completion of the Work, whichever first occurs. SBM may elect to keep possession of the Vessel until payment is made in full, during which time Owner shall pay SBM's regular mooring and other storage charges. The Vessel shall not be removed from the SBM premises without payment in full or the express permission of SBM. Release of the Vessel prior to full payment shall not be a waiver by SBM of any lien. SBM may require a cash deposit and/or progress payments at intervals of two weeks or more for any job lasting longer than two weeks, for Vessels in storage with SBM for more than 30 days, or for Work that is extensive in time or scope.

4. Owner shall pay interest on any past due amount from the date due until paid at the lesser of 10% or the maximum permitted by law. In addition, if any payment is not made within 5 business days after the date due, Owner shall pay a late charge of 10%, which charge the Owner and SBM agree is a fair and reasonable estimate of the damage occasioned to SBM by the late payment. In the event SBM employs a collection agency or counsel to collect any past due amount, the prevailing party shall be entitled to receive from the other reasonable collection agency, attorneys and expert fees, costs and other expenses.

5. Except as may be provided elsewhere in this Contract, all Owner-furnished materials, equipment, information and other matters shall be: provided prior to the scheduled start of Work; either new or of good quality; and suitable for their intended use. Owner shall itself observe, and shall cause Owner's Related Persons to observe, SBM's yard safety, do-it-yourself and similar requirements. Except as Customer otherwise instructs prior to the start of work, SBM may dispose of parts removed from the Vessel that will not be reinstalled on the Vessel, with Owner to reimburse SBM for any disposal costs. Owner acknowledges and agrees that if Owner refuses recommended repairs or authorizes only partial repairs, SBM may not be able to place the Vessel in satisfactory working condition.

6. Completion of the Work is subject to prior orders. SBM shall not be liable for any loss, damage or delay, including the time of commencing and time of completing Work, which is caused by earthquake, flood, fire, explosion, storm, casualty, strike or other labor difficulty, difficulty in obtaining materials, acts of terrorism (whether actual or threatened) or any cause beyond SBM's reasonable control. In the event of a disruption or delay of the Work due to orders, actions or inactions of the Owner, and where SBM is not given sufficient advance notice or is otherwise unable to avoid incurring additional costs, an equitable adjustment in favor of SBM shall be made in the price of the contract.

7. Limitations of Liability. SBM's charges are based on liabilities being limited to the following.

a. SBM warrants that the Work will be free from defects in workmanship and materials for a period of 90 days from the date the Work is completed. For defects of which Owner gives SBM written notice during such 90 days, SBM will properly repair or replace the defect without charge to Owner. Any such replacement or repair shall be done at the yard of SBM, with Owner timely returning the Vessel to SBM's yard at Owner's expense. The liability of SBM and the SBM Related Persons for defects in workmanship and materials, whether latent or otherwise, is limited to such replacement and repair. This express warranty is in lieu of all other warranties or guarantees of any kind, express or implied, arising by law, contract or otherwise, including but not limited to any warranty of merchantability, workmanlike service, workmanlike performance or fitness for a particular purpose.

b. Any claim by any person having any interest in the Vessel for any damage or other liability allegedly arising out of the Work under this Contract must be made by written notice to SBM within 90 days after completion of the Work. All suits for such damages must be commenced within six months after such completion. Unless such written notice of claim is made within such time and suit timely filed, no such claim shall be valid.

c. In case of personal injury, death, damage to the Vessel or other property damage, SBM's liability is further restricted to damage proximately caused by the sole negligence of SBM or its employees acting in the scope and course of their employment. SBM's liability shall not include loss or damage caused by parts or other items returned to use at the request of Owner. In no event shall SBM be liable for damages for: loss of use of a vessel, lost revenues, lost profits, attorney's fees and other expenses incurred in defending any claim arising or claimed to arise out of any SBM breach, negligence or other defect in performance, or for other incidental, special or consequential damages.

d. SBM's liability shall not exceed an aggregate cumulative total of the lesser of \$100,000 or the market value of the Vessel prior to the start of the Work, including all liability under the other provisions of this Section 7, under the remainder of this Contract, for all SBM Related Persons, and for all death, personal injury, damage to the Vessel and all other property damage, and whether directly or by way of contribution or indemnity, and including all liability to the Owner, the Vessel, and all Owner-Related Persons.

e. Owner hereby assumes all risk of any loss, expense, damage or liability of any nature whatsoever, except only to the extent expressly assumed by SBM in this Contract. Except to the extent expressly assumed by SBM in this Contract, Owner agrees to indemnify, defend, and hold SBM and the SBM Related Persons harmless from any such loss, expense, damage or liability: (i) arising out of any hazardous material on or connected with the Vessel or arising under any water or air quality or other environmental law; (ii) caused by any act or omission of Owner or Owner's Related Persons, including any such act or omission occurring on or nearby SBM's premises and any failure of Owner or Owner's Related Persons: to observe SBM's yard safety or do-it-yourself or similar requirements; to follow SBM's advice; to maintain any of the insurance coverage required by Section 7.g below; or to comply with the Contract; or (iii) not expressly assumed by SBM in this Contract. The preceding sentence includes any loss, expense, damage or liability caused in whole or in part by the active negligence or other fault of SBM, except only to the extent expressly assumed by SBM in this Contract or as otherwise required by law notwithstanding anything to the contrary in this Contract, but does not include gross negligence, reckless disregard or intentional misconduct of SBM.

f. In addition to SBM, the SBM Related Persons shall have the benefit of all rights, defenses and limitations of liability stated in this Section 7 and the remainder of this Contract. The "SBM Related Persons" are: any affiliate of SBM; the employees and agents of SBM and of any SBM affiliate; and all suppliers, subcontractors and other independent contractors of any tier directly or indirectly employed by SBM or any SBM affiliate in connection with performance of this Contract. Because an employee of either party to this Contract (or an employee of one of their respective subcontractors or suppliers) may allege to be a borrowed servant or special employee of the other party, any employee making a claim for damages shall be deemed to be solely employed by the party (or its subcontractor or supplier) on whose payroll he or she appears.

g. Before delivering the Vessel to SBM, Owner shall have in place insurance sufficient to fully reimburse Owner for any loss for which coverage is prudent and feasible, including loss or damage to the Vessel and personal or bodily injury or property damage arising out of the Vessel or the Work. Owner shall thereafter maintain such insurance in effect for at least two years after Owner takes delivery of the Vessel from SBM. Upon request of SBM, Owner will furnish SBM with such evidence of insurance as SBM may reasonably request. Owner shall be solely responsible for Owner's compliance with the preceding insurance requirements. SBM shall not be liable for any failure of any insurance shown by the certificates and endorsements furnished SBM to conform to such insurance requirements, or for any failure of SBM to enforce any insurance requirement, nor shall any such failure be a waiver of any insurance requirement. Such insurance shall relieve Owner of any indemnification or similar obligation under this Contract to the extent such obligation is actually paid by the insurance, but shall not otherwise relieve Owner of such obligations or limit Owner's liability.

8. Owner shall comply with all SBM yard safety and do-it-yourself requirements and cause Owner's Related Persons to comply. "Owner's Related Persons" are: Owner's affiliates; crew, employees, agents, guests, invitees, contractors, materialmen and suppliers of any tier of Owner or any of its affiliates; and the Vessel's owners, agents, charterers, underwriters, insurers, lenders and all other persons having any interest in the Vessel. SBM shall not be responsible or liable for the acts, omissions, or workmanship of Owner or Owner's Related Persons. Owner (and not SBM) shall be responsible for any governmental compliance, including any Coast Guard inspection, certificate or documentation and any California requirements.

9. SBM shall have liens on the Vessel under Federal maritime law and under California law to secure payment for the Work performed on the Vessel. For payment for the Work, SBM may look to both Vessel and Owner, jointly and severally.

10. Miscellaneous. (a) The relationship between the parties is one of independent contractors, and not one of employment, agency, partnership, or other relationship, whether fiduciary or otherwise. (b) Owner may not assign its rights or delegate its duties under this Contract without the prior written consent of SBM. (c) All remedies provided SBM in this Contract are cumulative and in addition to such other rights or remedies as may be available to SBM at law or in equity. (d) An initially capitalized term has the meaning given it in this Contract, whether defined when first used or thereafter. An initially capitalized term used in the quotation letter has the meaning given it in these Terms, except as otherwise defined in such letter. (e) The pages of the Contract do not need to be initialed for the Contract to be valid, notwithstanding any blanks provided for initials near the bottom of a page. (f) "Includes", "including" and like terms are not limiting, and so mean "including without limitation thereto." (g) If any portion of this Contract is determined invalid or unenforceable by a court of competent jurisdiction, then such portion shall be deemed severed to the extent of the invalidity or unenforceability, and the remainder of this Contract shall remain in full force and effect. In all other respects this Contract shall be treated as (and all the rights, duties, and powers arising under this Contract shall be treated as part of) a single, indivisible Contract. (h) The parties agree that this is a maritime contract, to be interpreted in accordance with general maritime law, and not a contract involving improvements to real property or otherwise. The parties further agree that any suit or legal action regarding this Contract shall be filed exclusively in the state or federal courts located in Contra Costa or Alameda Counties, California. (i) In the event of any legal proceeding to enforce any of the terms or conditions of this Contract, the prevailing party shall be entitled to receive from the other reasonable attorney's fees, expert fees, court costs and other expenses of the proceeding from the other.

11. None of SBM's employees or agents has authority to orally modify any of the terms of this Contract. This Contract may not be altered or amended except in writing signed by SBM's authorized representative. This Contract contains the entire agreement of the parties, superseding all prior or contemporaneous negotiations, agreements and representations.



**Svendsen's Bay Marine (SBM) Yard Safety, Do-It-Yourself (DIY) and Live Aboard Requirements**

The following requirements are included as part of the SBM Standard Contract Terms.

\*Proof of insurance may be requested prior to project commencement from any vessel owner doing own work or living on vessel during stay.

\*No DIY underwater body work is allowed on all vessels unless approved in writing by senior management.

\*We require 24 hours minimum notice for launch and/or scheduling of additional work.

**Access**

- \* Cutting driveway gate access: 5:00 am – 4:00 pm Monday - Friday, excluding some holidays. Access code available
- \* SBM gate access: 6:30 am – 5:00 pm Monday - Friday, excluding some holidays. Access code available.
- \* Office Hours: 7:30 am – 4:00 pm Monday - Friday, excluding some holidays.
- \* Chandlery Hours: 6:30 am – 3:00 pm Monday - Friday, excluding some holidays.

**Yard Premises**

- \* NO SUBCONTRACTORS are allowed in the yard without prior written approval from the yard management.
- \* SBM will not be liable for damage to or loss of property while on the premises. Entrance onto the facility is done at each entrant's own risk.
- \* Owner can purchase material from the chandlery and charge to their open Work Order. SBM is not responsible for determining if vessel crew members are allowed to purchase toward the account. Any additional items purchased after the invoice has been paid, must be completed as an over the counter sale.
- \* All shore and standard electrical receptacles are equipped with GFCI protection. These safety devices are sensitive and may trip at any time. Svendsen's Bay Marine is not responsible for lost or damaged on-board goods
- \* Parking within the facility is limited. Vehicles are allowed to park in the designated areas only and will do so at the owner's own risk. SBM assumes no responsibility for loss or damage that may occur.
- \* Pets are allowed on the premises, however it is the sole responsibility of the customer to look after and clean after their pet.
- \* SBM is a non-smoking facility and is not allowed within the fence line.

**Health, Safety and Environment**

SBM complies with all Federal, State and local laws regarding health, safety and the environment. The following restrictions MUST be adhered to:

- \* Guests must follow all posted signs and facility notices.
- \* Guests must follow all open hatch and safety stair warning signs.
- \* Guests must not remove or interfere with lock-out/tag-out tags on any systems.
- \* Absolutely no sanding or grinding allowed by owners. Exceptions can be made on a case-by-case basis with approval from the environmental manager.
- \* Do not dump or leave oils, thinners, solvents, resins, antifreeze, or other hazardous materials in the yard. If you require help with disposal of these items, disposal fees including labor, materials and fees will be charged.
- \* Black and gray water must be discharged prior to vessel arrival. Additional haz mat and dumping fees will automatically be added to final invoice for any black and gray water clean up.
- \* Owner shall be responsible for removing from SBM facilities all debris, refuse, waste material (including excess materials), scrap and equipment used or generated by owner during own work or a time and material clean-up cost will be added to the invoice.
- \* **ONLY SBM employees may move boat stands, shift pads, blocks or boat trailers.**
- \* SBM does not loan tools, equipment or supplies of any kind. Our workshops and heavy equipment including, but not limited to, our forklifts, crane, and Travelift are off limits to customers.
- \* Only SBM employees may perform "Hot Work" (i.e. welding, open flame), spray painting, or sand blasting.
- \* Only SBM employees are allowed to adjust scaffold systems. All scaffolds must be supplied by SBM, if available or approved by SBM before use.
- \* No unfurling, hoisting sails or going aloft when vessel is stored in yard
- \* Only SBM employees may go atop the mast when vessel is stored in yard

**\*Violation of any terms will result in additional restrictions or fees.**