

REQUEST FOR PROPOSALS
By the City of Homer, Alaska
For Operation of Fish Pump Services on the Homer Port & Harbor Fish Dock

The City of Homer, Alaska is requesting proposals from qualified individuals or firms that are interested in entering into a five-year Agreement with the City of Homer Port and Harbor for the purpose of operating a fish pump transfer service located on the south end of the City's Fish Dock. Successful proposers will operate, manage, and maintain the fish pump station located on the south end of the Fish Dock for the exclusive purposes of increasing fish offload speed for dock users, increase the volume of fish that crosses the dock, and providing a fish offloading service for hire.

An optional pre-proposal meeting/teleconference will be held Tuesday, December 19th, 2017 at 2:00 p.m. at the Homer City Hall Conference Room.

Sealed proposals for the **Fish Pump Services on Homer Fish Dock** will be received at the office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until **4:00 p.m., Friday, January 12, 2018**.^{MS} The time of receipt will be determined by the City Clerk's time stamp. Proposals received after the time fixed for the receipt of the bids shall not be considered.

All proposers must submit a City of Homer Plan Holders Registration form to be considered responsive. The Plan Holder Registration form and the RFP package are available on line at <http://www.cityofhomer-ak.gov/rfps>. Paper copies are available at the City Clerk's office for a fee of \$10, postage is not included.

The City reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to award a contract to the respondent that best meets the selection criteria and the City's needs.

Dated this 29th day of November, 2017.

CITY OF HOMER


Katie Koester, City Manager

Account #: 400-0600-5227

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REQUEST FOR PROPOSALS
By the City of Homer, Alaska
For Operation of Fish Pump Services on the Homer Fish Dock

The City of Homer, Alaska is requesting proposals from qualified individuals or firms for the project and agreement proposal described herein. The City reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to award a contract to the respondent that best meets the selection criteria and the City's needs.

The following subjects are discussed in this RFP to assist you in preparing your proposal:

- I. Introduction
- II. Scope of Work
- III. Proposal Requirements
- IV. Other Provisions
- V. RFP General Requirements
- VI. Proposal Format and Content
- VII. Evaluation Criteria and Selection Process
- VIII. Proposed RFP and Award Schedule
- IX. Attachments

I. INTRODUCTION

The City of Homer is interested in making available one location on the south end of the Homer Fish Dock for a qualified individual or firm to operate, manage, and maintain fish pumping services under a memorandum of agreement with the City of Homer. One successful proposer will be offered the opportunity to enter into a three year agreement with two, 1-year options for renewal with the City to operate one fish pump station on the south trestle of the Fish Dock. See Attachment #1 for a vicinity map of the area and Attachment #2 for a sample Memorandum of Agreement.

II. SCOPE OF WORK

- A. **Functional Requirements:** Successful proposers will operate, manage, and maintain the fish pump station located on the south end of the Fish Dock for the exclusive purposes of increasing fish offload speed for dock users, increase the volume of fish that crosses the dock, and providing a fish offloading service for hire. Proposers are encouraged to provide details on proposed installation of equipment, plans for winter/seasonal removal, have drawings, all of which should include at the minimum:

- Power Tie-In
- Pump Location
- Suction Discharge
- Any Connections to Dock
- Dewatering Box Location
- Dewatering Return Line
- Foam Reduction Efforts

Proposers must provide a suitable business narrative explaining how they intend to provide their services (see Section III(A): General Proposal Requirements) to the users of the Homer Fish Dock and that addresses the other sections outlined below.

- B. **Location for Fish Pump Station:** Proposers are encouraged to inspect the two possible areas for the south location and specify in their proposal the chosen location. Site descriptions are as follows:

- **South Trestle** – Homer Fish Dock’s southernmost trestle, situated nearest to Homer Spit Road and Cranes #1 and #2. Two areas are potential sites for fish pump equipment: 1) along the guard rail bordering Fish Dock Road, and 2) in the corner of the dock adjacent to Crane #1. The actual fish pump location will be under the dock between Cranes #1 and #2. Proposers must complete their due diligence and inspect the areas (see Attachment #4 for photos) to determine which location will meet their needs, and include in their Proposal Narrative how they intend to utilize the space.
- C. **Pumping Fish from Other Vessels:** The City recognizes that proposers to this RFP may be established businesses that have a selected fleet of fishing vessels they work with. Although it is common for said businesses to work exclusively with their fleet, it is the City’s goal to provide fish pump services to ALL fishing vessels that utilize Homer’s Fish Dock. Proposals must include a plan for providing fish pumping services for hire, and their plan for providing those services (example: scheduling for offloads around home fleet demands). Proposers that agree to and provide a plan for providing fish pumping services for hire will receive higher points as per the grading criteria outlined in this RFP.
- D. **Managing Truck Congestion:** It is a goal of the Port and Harbor to minimize congestion on the Fish Dock and Fish Dock Road, specifically pertaining to the loading and unloading of fish totes onto trucks. Proposers are required to address this issue and provide their firm’s plan on handling fish tote loading/offloading in a streamlined, efficient manner. Proposers are encouraged to submit creative ideas that offer a minimal impact on road/dock congestion.
- E. **Managing Vessel Congestion:** In addition to streamlining the unloading of fish from boats to trucks, another issue with fish pumping pertains vessels tying up to the dock longer than necessary for offloads. Some vessels attempt to remain at the Fish Dock after unloading to take on provisions such as groceries, water, ice, fleet provisions, etc. Proposers are encouraged to provide a plan for streamlining this process as well. Example: firms may provide the manpower to load provisions while offloading fish, and get the boat off the dock in a more expedited manner.
- F. **Term of Agreement:** The successful proposer will be required to enter into a memorandum of agreement with the City of Homer for the South Trestle fish pump location as early as January, 2018 for a three (3) year term with two, 1-year options to renew. The expiration date with no options of renewal will be December 31, 2022.

III. PROPOSAL REQUIREMENTS

- A. **General Proposal Requirements:** Every proposal narrative, to be deemed responsive, must contain the information requested in Section II: Scope of Work, and include but not be limited to the following:
1. The name of the entity proposing fish pump operations and a description of the entity’s operations and services, including information on any ties to existing businesses operating in Homer or fishing vessel fleets.
 2. The fish pump services proposed, including a detailed description of the proposed services, number of employees involved, scheduled hours, bases for determining rates, and any other details necessary for the City to understand the full scope of services and nature of operations proposed.
 3. The fish pump equipment that the entity proposes to install or manage. The description of fish pump equipment should include a description of maintenance expectations, scope of performance and performance limitations of the equipment, plans for equipment during the off-season, any and all components of the equipment and the function of these components.

4. Drawings of the location and layout of the fish pump and any of its components. While it is unnecessary to submit engineered drawings at this time, the visual image should be adequate to demonstrate the anticipated location of the fish pump and any structural support.
 5. A brief analysis of how the proposed operations would affect the City, other Fish Dock users, the entity's own business forecasted outcomes for amount of fish tonnage going across the dock and potential fish tax that can be generated locally, and general City Port and Harbor operations.
- B. **Fish Dock Use Permit:** All successful proposers are required to complete and maintain an annual Fish Dock Use Permit with the Homer Port and Harbor Office to conduct business on the Fish Dock. A State of Alaska Fisheries Business License and Certificate of Insurance will be required to submit with the FDUP. The successful Proposer shall maintain in force at all times during their agreement with the City the following policies of insurance:
1. General liability insurance providing coverage for bodily injury, including death, in an amount not less than \$500,000 for any one person and not less than \$1,000,000 for any one accident or occurrence.
 2. Workers' Compensation or Longshoremen's and Harbor Workers' Compensation Insurance as may be required by state or federal law, and Employer's Liability Insurance.
 3. Property damage liability, which shall include any and all property whether or not in the care, custody, or control of the Permittee, in an amount of not less than \$1,000,000 on account of any one accident.
 4. The insurance obtained shall name the City, its officers, and employees as additionally insured.
- C. **Equipment Storage Fees:** Per a memorandum of agreement, the City shall dedicate the agreed-to space for fish pumping to a successful proposer, who will be required to pay an equipment storage fee based on the square footage occupied during the months of operation. The current rate for fishing gear storage is \$0.15 per square foot per month, or any portion thereof. Firms are welcome to offer a higher square foot rate to make their proposal more competitive.
- D. **Seafood Wharfage Reporting & Recording:** Businesses that are loading/unloading seafood over the Fish Dock are required to submit monthly Seafood Wharfage Reports to the Port and Harbor Office along with payment; the current rate is \$4.76 per ton of seafood/fish product regardless of species. Wharfage on ice not produced by the City and used in the offloading/shipping process is also subject to monthly wharfage reporting and NOS Cargo Wharfage fees.

Successful proposers will be required to maintain and submit records of all products they load/unload across the Fish Dock on a monthly basis to the Homer Port and Harbor Office. This reporting ensures the responsible business will be billed for wharfage accordingly.

IV. OTHER PROVISIONS

- A. **Additional Permitting:** Permitting (if required) will be the responsibility of the fish pump's owner/operator and not the City.
- B. **Utilities:** All utilities, such as electricity, will be the responsibility of the successful Proposer. Potable water is available at both locations.

V. RFP GENERAL REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals that do not address the items listed in this

request may be considered incomplete and may be deemed non-responsive by the City. Interested providers should submit their completed proposal using the following instructions:

One original and two (2) copies of the completed proposal in an opaque envelope marked as follows:

SOUTH TRESTLE FISH PUMP SERVICES ON FISH DOCK RFP
Homer, Alaska
PROPOSAL DATED: _____

The Proposal submittals shall be addressed to:

City of Homer, City Clerk
491 E. Pioneer Ave.
Homer, Alaska 99603

Proposals shall be received at the Office of the City Clerk **no later than 4:00 pm, Friday, January 12th, 2018.** Please direct proposal submission questions to Jo Johnson, City Clerk, at (907) 235-3130. Please direct technical questions regarding this proposal to Bryan Hawkins, Port Director/Harbormaster in writing at bhawkins@cityofhomer-ak.gov, or 4311 Freight Dock Road, Homer, AK 99603.

Proposals received after the time fixed for the receipt of the bids shall not be considered. **All proposers must submit a City of Homer Proposal Holders Registration form to be on the Proposal Holders List to be considered responsive.** The Proposal holder registration form and the RFP package are available on line at <http://www.cityofhomer-ak.gov/rfps>.

There will be an optional meeting/teleconference held prior to the closure of the RFP. This will give all Proposers involved the opportunity for questions and answers with City Staff to ensure all information is open and concise. **The optional Pre-Close RFP meeting/teleconference will be held Tuesday, December 19, 2017 at 2:00 pm at the Homer City Hall Conference Room.** Proposers interested in participating via telephone can call in at the following number: Virtual Conference Room: 907-235-8121, Extension #2299. Callers will be on hold until meeting begins

VI. PROPOSAL FORMAT AND CONTENT

Letter of Transmittal (one page maximum): The transmittal letter shall briefly state the Proposer's understanding of the City's request, make a positive commitment to provide the professional services specified, and give the name, title, address, and phone number of the person(s) authorized to make representations for the firm. The letter shall be signed by a corporate officer or other individual who has the authority to bind the firm.

Proposal Narrative: The proposal narrative shall provide the following information:

1. **Proposal Narrative:** Specify in detail the Proposer's ability to fulfill all sections of this RFP, including but not limited to location selection, equipment being used, number of employees, ability to provide services to fishing vessels outside of the business's fleet, and plan for minimizing congestion on the Fish Dock and Fish Dock Road.
2. **Proposed Project Schedule:** A specific time schedule for fish pump installation, activity, and dismantling for the 2018 season, as well as for the remainder of the fishing seasons throughout the agreement's term.
3. **Completed Fish Dock Use Permit:** The required permit and its attachments are outlined under Section III: Fish Dock Use Permit. See Attachment #3 for the permit form.

4. Drawings/Plans of Fish Pump Equipment: Requirements detailed under Section II: Scope of Work must be addressed.

VII. EVALUATION CRITERIA AND SELECTION PROCESS

The City of Homer reserves the right to reject any and all proposals submitted and shall not be liable for any costs incurred by any proposer in response to this solicitation or for any work done prior to the issuance of a notice to proceed or signed contract.

Additionally, per HCC 3.16.080, the City's Local Bidder Preference applies to this RFP. It is the intention of the City to show consideration to those who have a history of doing business with the Homer Harbor and on Fish Dock Road.

A selection committee will evaluate the proposals and make a recommendation to the City Council. Evaluators may discuss factual knowledge of, and may investigate proposer's prior work experience and performance. This includes information referenced in the proposal, available written evaluations, and contacted references that were listed or other persons knowledgeable of a proposer's past performance. Factors such as overall experience relative to the proposed contract, quality of work, cost control, and the ability to meet schedules may be addressed during the evaluation. Submittals will be evaluated and scored in accordance with the following criteria:

1. Proposed Plan to Fulfill RFP Requirements	20 points
2. Proposed Business Narrative	20 points
3. Firm's Experience Owning/Operating Fish Pumps	20 points
4. Completed Fish Dock Use Permits	20 points
5. Proposed Drawings	<u>20 points</u>
Maximum Score	100 points

The City of Homer reserves the right to award a contract to the highest ranked firm based solely on the written proposal or request oral interviews with a "short list" of the highest ranked firms. The highest ranked proposer will be invited to enter into negotiations with the City of Homer for the purposes of contract award. If an agreement with any proposer cannot be reached, the next highest ranked proposer may be contacted for negotiations. The City of Homer reserves the right to terminate negotiations with any proposer should it be in the City of Homer's best interest.

VIII. PROPOSED RFP & AWARD SCHEDULE

RFP Advertisement	December 7 th and 14 th , 2017
Pre-Closing Meeting/Teleconference	December 19, 2017 at 2:00 pm
Proposals Due	January 12, 2018 at 4:00 pm
Review of Proposals & Choosing of Firm	January 15– 19, 2018
City Council Award	January 22, 2018
Entering Memorandum of Agreement	January 23, 2018

IX. ATTACHMENTS

1. Vicinity Map for Fish Pump Stations on Fish Dock
2. Sample Memorandum of Agreement
3. Fish Dock Use Permit

4. Photos of South Trestle Locations – Two Sites

Attachment #1

Vicinity Map for Fish Pump Dewatering Stations on Fish Dock





MEMORANDUM OF AGREEMENT

Operate, Manage, & Maintain Fish Pumping Services for North Trestle Fish Pump Station
On City of Homer's Fish Dock

1. PARTIES TO THE AGREEMENT

This Memorandum of Agreement (MOA) is made and entered into between the City of Homer, Port and Harbor Department (hereinafter referred to as City) and _____ (hereinafter referred to as Operator).

2. PURPOSE AND OBJECTIVE

This MOA is made for the following purposes and objectives:

- A. To install and operate a fish pump, dewatering box, and tote loading operation for the purposes of wet-pumping fish from fishing vessels and fish tenders moored at the City of Homer's Fish Dock;
- B. Serve two user groups: 1) the Operator's fleet, and 2) provide fish pumping services for hire as time allows;
- C. Minimize congestion on the Fish Dock and Fish Dock Road, specifically pertaining to the loading and unloading of fish totes onto trucks;
- D. Streamlining the process of vessel loading/offloading at the dock to ensure minimal dock congestion;
- E. Maintain records of all products loaded/unloaded across the Fish Dock and submit on a monthly basis to the Homer Port and Harbor Office to ensure the responsible business will be billed for wharfage accordingly.

3. LOCATION, USE, IMPROVEMENTS, & CARE

3.01 Site Location: Subject to the terms and conditions of this MOA, City is providing to Operator a portion of the City of Homer's Fish Dock area described as follows:

Awning area, approximately 41 feet by 36 feet, located on the Fish Dock's northernmost trestle, situated nearest to the Wood Tidal Grid and Cranes #7 and #8; actual fish pump will be located under the dock between Cranes #7 and #8.

3.02 Use of Location: Operator shall use the Location to operate, manage, and maintain a fish pump station for the exclusive purposes of increasing fish offload speed for dock users, increase the volume of fish that crosses the dock, and providing a fish offloading service for hire. Details of use and the equipment being used are described in the Operator's proposal to City, as described in Exhibit A. Operator shall not use the Location for any purpose other than as described in the proposal without written consent from City.

3.03 Vacating of Location for Winter/Off-Season: Operator shall vacate the Location in the manner described in the Operator's proposal to City during the months of non-activity. Operator will be subject to

additional storage fees and potentially be in default of this MOA if fish pump equipment is not removed per the proposal's timeline described in the Operator's proposal.

3.04 Maintenance of Location: Operator at its own cost and expense shall keep the Site Location and all fish pump equipment in a clean, safe and orderly condition, and in good repair at all times during the Term.

3.05 Utilities: All utilities, such as electricity, will be the responsibility of Operator. Potable water is available at Location.

4. TERM

4.01 Agreement Term: The term of this MOA is three (3) years, commencing on March 14, 2017, and ending on December 31, 2019.

4.02 Options to Extend Agreement Term. Operator has the option to extend the Term for two additional, consecutive one year periods (each an Extended Term), provided that:

- A. Operator gives City written notice of its exercise to renew not more than one year and not less than 120 days before the last day of the Term or current Extended Term; and
- B. Operator is in good standing with City and not materially in default of any term or condition of this MOA and has not transferred this MOA or any interest in the business or Site Location without consent of the City.

5. RENTS & FEES

Operator shall pay an equipment storage fee based on the square footage occupied during the months of operation. This rate is agreed to by both parties at \$0.15 per square foot per month, or any portion thereof, and shall be billed monthly by the Homer Port and Harbor Office. Operator is responsible for any additional fees that accrue from the Operator's own business and/or fishing vessel fleet, including but not limited to seafood wharfage, N.O.S. cargo wharfage from ice not produced by City, and vessel moorage.

6. RESPONSIBILITIES OF PARTIES

City: The specific responsibilities and obligations of City are:

- A. Will provide dedicated area on City of Homer's Fish Dock;
- B. Will bill Operator for the square footage used per the fee specified in Section 5;
- C. Will use reporting from Operator to oversee wharfage billing to responsible businesses, and to track fish pumping activity for statistical purposes.

Operator: The specific responsibilities and obligations of Operator are:

- A. Will be allowed to charge other commercial enterprises and/or vessels for fish pumping services per the Operator's fee schedule in their proposal to City;
- B. Will pay for, maintain, and repair their own equipment in accordance with Operator's proposal to City and this MOA;
- C. Will keep necessary records as requested by City and submit monthly reports to City to ensure appropriate billing to the commercial business and/or vessel for the fish pumping services provided to them under this MOA;

- D. Will be responsible for the management of their fish pump station, including setting hours of operation, supervising employees, establishing service rates/fees per the Operator's proposal to City, as detailed in Exhibit A;
- E. Will maintain in force at all times during the Term of this MOA a Fish Dock Use Permit with City, including required items such as a State of Alaska Fisheries Business License and Certificate of Insurance, as detailed in Exhibit B.
- F. Will receive the necessary permitting from the City of Homer, State of Alaska, or other governing entities if required to ensure Operator meets its responsibilities detailed in this MOA and the Operator's proposal to City.

7. AMENDMENTS, TERMINATION, & ASSIGNMENTS

7.01 Amendments to MOA: Amendments to this agreement may be proposed by either party and shall become executed upon being reduced to a written instrument executed by both parties.

7.02 Termination of MOA: This MOA shall expire with no renewal options remaining on December 31, 2021, or until earlier terminated in writing by 30-day written notice from either party to this agreement, hand-delivered or mailed to the party at the address indicated in Section 8: Notification. Both parties agree that termination must be based on just cause.

7.03 Assignment of MOA: Operator shall not assign or subcontract its interest in this MOA or in the Location without first obtaining the written consent of the City, which will not be withheld unreasonably. Any assignment or subcontract without the consent of the City will be voidable and, at City's election, will constitute a default. Operator shall request consent of the City in writing at least 30 days prior to the effective date of the proposed assignment or subcontract, accompanied by a copy of the proposed assignment or subcontract.

7.04 Events that Constitute an Assignment: If Operator is a partnership or limited liability company, a withdrawal or change, voluntary, involuntary or by operation of law, of one or more partners or members owning 25% or more of the entity, or the dissolution of the entity, will be deemed an assignment subject to Section 7.03.

8. NOTIFICATION

All notices, demands, invoices, and other correspondence between City and Operator shall be delivered with the following addresses:

City of Homer
Port and Harbor
4311 Freight Dock Road
Homer, Alaska 99603

Primary Contact: Bryan Hawkins
Port Director/Harbormaster
Phone: 907-235-3160
Fax: 907-235-3152
Email: bhawkins@cityofhomer-ak.gov

Phone: _____
Fax: _____
Email: _____

9. INSURANCE

While providing service under this MOA, Operator shall maintain in good standing for the duration of this MOA's Term insurance described as follows:

- A. General liability insurance providing coverage for bodily injury, including death, in an amount not less than \$500,000 for any one person and not less than \$1,000,000 for any one accident or occurrence.
- B. Workers' Compensation or Longshoremen's and Harbor Workers' Compensation Insurance as may be required by state or federal law, and Employer's Liability Insurance.
- C. Property damage liability, which shall include any and all property whether or not in the care, custody, or control of the Permittee, in an amount of not less than \$1,000,000 on account of any one accident.
- D. The insurance obtained shall name the City, its officers, and employees as additionally insured.

IN WITNESS WHEREOF, each party hereto has caused this MOA to be executed by an authorized official on the day and year set forth below his/her signature.

CITY:

CITY OF HOMER, PORT & HARBOR

OPERATOR:

Bryan Hawkins, Port and Harbor Director

[authorized signer, title]

Date

Date

ATTACHEMENT A

Operator's Proposal to City

SAMPLE

ATTACHMENT B

Operator's Fish Dock Use Permit

SAMPLE



FISH DOCK USE PERMIT

City of Homer, Alaska Port & Harbor

THIS PERMIT is effective within the terms specified herein by and between the CITY OF HOMER, ALASKA, and _____ (Permittee) whose address is

_____.

WHEREAS, the City of Homer operates certain marine terminals and docks suitable for cargo handling at the Port and Harbor of Homer on a nonexclusive basis;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions.

"Cargo loading or unloading" means the movement of cargo to or from the marine terminal from, to, on, or into trucks, trailers, semi-trailers, or another place on the marine terminal.

"Cargo" includes cargo of every kind, including without limitation fish and fish products.

"Check" or "checking" means the inspection of cargo to determine its quantity, condition, or destination, the consignee's identity, and the accuracy of billing.

"City" means the City of Homer, Alaska.

"City docks" means all docks, floats, stalls, wharves, ramps, piers, bulkheads, and sea walls owned or operated by the City, including the main dock, the deep water dock, all grids, and the Fish Dock.

"City Manager" means the city manager of the City, or the person designated by the city manager.

"Direct loading or unloading" means the movement of cargo between a vessel and another vehicle or vessel used for transportation.

"Fish Dock" is that dock within the Small Boat Harbor commonly known as the Fish Dock, which is designated to be used primarily for the loading and unloading of fish, fish products, and fishing gear.

"Handling" means the movement of cargo between a vessel and the place of rest on the marine terminal.

"Harbormaster" means the Port Director/Harbormaster of the City of Homer or his designee.

"Longshore services" means any act of cargo loading or unloading, direct loading or unloading, handling or storing of cargo or line handling.

"Marine terminal" means the docks, yards, beaches and related facilities which comprise the Port and Harbor of Homer.

"Port and Harbor" means the city docks, marine terminal facilities, and Small Boat Harbor, owned or operated by the City of Homer at Homer, Alaska.

“Small Boat Harbor” means that area of water within and protected by the breakwaters up to the line of the mean higher high water of the shoreline, plus the surrounding basin and slopes and City Docks within or adjacent thereto.

“Tariff” means the Port and Harbor Terminal Tariff established by the City and filed with the Federal Maritime Commission.

Section 2. Term.

This permit shall become effective on January 1, _____ and shall expire on December 31, _____, or when any of the insurance policies required by this permit are canceled or have lapsed for any reason, whichever occurs first. Expiration or termination of the Permittee's authority to use the Fish Dock shall not affect the parties' continuing obligations under this permit.

Section 3. Notices.

Any notice provided for herein shall be given in writing and transmitted by personal delivery or prepaid first class registered or certified mail to the parties at the following addresses:

City: City Manager
City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603

Permittee: _____

Notice sent by mail shall be considered given 48 hours after mailing; provided, however, that if notice sent by mail is also sent by telex or facsimile, such notice shall be considered given upon dispatch of the telex message or facsimile if sent any time during normal business hours of City of Homer administrative offices and prior to expiration of the 48-hour period after mailing. Telex or facsimile messages shall be sent to the parties at the following numbers:

City: City Manager
City of Homer
Fax: 907-235-3148

Permittee: _____

Section 4. Responsibilities of City.

During the term of this permit City shall:

A. Use reasonable efforts to make the Fish Dock available upon which the Permittee may conduct longshore services as set forth herein, subject to the Tariff and rules and regulations established by the City.

B. Designate areas consistent with Port and Harbor operations in which the Permittee may park and store vehicles and equipment related to its activities at the Port and Harbor, subject to fees and rules and regulations established by the City.

C. Reasonably provide for the removal of snow and ice from the Fish Dock and adjacent staging areas under the control of the City.

Section 5. Responsibilities of Permittee.

During the term of this permit the Permittee:

A. May perform longshore services at the Fish Dock in accordance with the terms of this permit.

B. Shall furnish all personnel, equipment, supplies, and dunnage necessary to its performance of longshore services under this permit.

C. Shall insure that their personnel be trained to operate equipment on the Fish Dock. Crane operators must have their Crane Card Operators Permit on their person. Permittees must have a training program in place for fork lift operators. Fork lift operators must have a valid driver's license.

D. Shall report to the City within 10 days after the end of each calendar month the cargo moved across the Fish Dock pursuant to this permit during that month. The report shall include, for all cargo moved during the month (i) the name and address of each person responsible for payment of the wharfage on such cargo, and any related dockage charges due the City as specified in the Tariff or other City fee schedules, (ii) for each such person, the type of cargo and the weight, volume, or other measure of such cargo, including without limitation fish and fish products, according to the cargo and wharfage categories set forth in the Tariff or other City fee schedules, and (iii) for each such person, an itemization of the cargo-related dockage charges that such person owes to the City under the Tariff or other City fee schedules.

E. May store cargo on City property only in those areas designated by the Harbormaster for the purpose and in a manner approved by the Harbormaster, subject to fees and rules and regulations established by the City.

F. Shall, at all times other than those when the Permittee is actually servicing a vessel, keep all Port and Harbor facilities it uses pursuant to this permit clean and clear of its personnel, equipment, cargo, debris, dunnage, and other material. If the Harbormaster determines that the Permittee has failed to perform as required by this subsection, the Harbormaster may direct the Permittee to secure a labor force to so perform at the sole expense of the Permittee and the Permittee shall do so immediately. If the Permittee fails to commence such performance within 24 hours after notice from the Harbormaster, the Harbormaster may arrange for such performance at the sole expense of the Permittee and the Permittee shall pay those expenses before performing further longshore services pursuant to this permit.

G. May leave its equipment or vehicles or its employees' vehicles only in those areas designated by the Harbormaster for such purposes. The Permittee assumes the risk for any damage that may be sustained by such equipment or vehicles except for that caused by City's own gross negligence.

H. Shall have absolute control of and responsibility for the actions of its employees.

Section 6. Cooperation.

A. This permit is a nonexclusive authority for the Permittee to perform the services set forth in Section 5 and the Permittee understands that similar authority may be held by others. The Permittee shall cooperate with all other persons authorized to work at the Port and Harbor. The Harbormaster may order the Permittee to schedule its activities so as to accommodate the work of other persons and the Permittee shall comply with such an order. The Harbormaster may arrange for or change berthing schedules of vessels in order to maximize public use of the Port and Harbor facilities. Permittee agrees to provide the Harbormaster

with advance notice of work or berthings whenever possible and to cooperate with and abide by the Harbormaster's scheduling of use of Port and Harbor facilities.

B. Neither Permittee nor its agents, officers, employees or personnel shall intentionally interfere with or hinder the work of other persons authorized to work at the Port and Harbor nor shall they move, remove, use, deface, damage, destroy or alter any equipment, vehicles, materials, or cargo owned by or under the control of the City or any other person authorized to work at the Port and Harbor.

Section 7. Checking Services.

A. The Permittee shall check all cargo which it loads, unloads, or handles and prepare all over, short, and damage reports as may be required by a shipper, carrier, or consignee.

B. The Permittee shall be solely responsible for all apparent damage or pilferage suffered by cargo checked by the Permittee and not recited in shipside, exception, final over, short, damage, or unloading reports, except for such damage as is caused by the negligence of City.

C. Except only for damage caused by the negligence of City, the Permittee shall be solely liable for all errors in its delivery of cargo as a result of improper checking or completion of any report listed in subsection B. of this section.

Section 8. Compensation.

A. City shall be paid all fees for wharfage, dockage, crane use, sale of water, sale of ice, and all other port services as specified in the Tariff or other City fee schedules, except as provided herein.

B. Permittee shall be entitled to retain its charges for any services performed by it under this Permit, except as is otherwise provided.

C. The Permittee has paid the City a fee of **\$5.00** for issuance of this permit.

Section 9. Facility Damage.

A. The Permittee or its personnel shall not deface, damage, destroy or alter any portion of the Port and Harbor facility or equipment.

B. The Permittee shall give immediate oral notice to the Harbormaster if he should become aware of defacement, damage, alteration, or destruction to any part of the Port and Harbor facility, regardless of the cause. The Permittee shall also submit written notice of such an event to

D. the Harbormaster within 24 hours thereafter. Both the oral and written reports shall fully describe the incident, including the nature of the harm, how it occurred, the identity of all persons involved and all witnesses to the incident.

C. If caused by Permittee or its personnel, the Permittee shall pay City for the cost of repair or replacement plus 25% administration overhead costs within 15 days after presentation of a bill by City. The Permittee shall pay any bill submitted in accordance with this section before performing further longshore services under this Permit.

Section 10. Relationship of Permittee to City.

Nothing contained in this Permit shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between City and Permittee. In conducting any activity under this permit the Permittee shall solely on its own

behalf. Permittee shall at all times be solely responsible for its conduct, and City shall have no liability whatsoever for any act or omission of Permittee.

Section 11. Nondiscrimination.

In performing any activities under this permit, the Permittee may not discriminate against any person on the basis of race, creed, color, religion, national origin, age, sex, marital status, physical or mental handicap.

Section 12. Permits, Laws and Taxes.

A. The Permittee shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to its performance under this permit, including any necessary filings with the Federal Maritime Commission, and a State of Alaska Fisheries Business License if permittee is using Fish Dock facilities for fisheries business pursuits. All actions taken by the Permittee under this permit shall comply with all applicable statutes, ordinances, rules and regulations. The Permittee shall pay all taxes arising out of the existence of this permit or pertaining to Permittee's performance under this Permit.

B. The Permittee shall observe all rules and signs posted at the Port and Harbor, including hazard and warning signs posted at the Fish Dock and all U.S. Coast Guard and applicable state or federal occupational safety and health requirements, whether or not they are posted.

C. Permittee shall not load, unload, or handle hazardous chemicals, flammable liquids, compressed gases, petroleum products, or similar hazardous materials, across, on, or near the Fish Dock. These products, in quantities no more than can be used by the individual vessel being loaded or unloaded, may be handled across the Fish Dock without advance Harbor Officer approval.

D. Operations by Permittee under this permit shall comply with the Tariff to the extent the Tariff is applicable to Permittee's operations.

E. Portable cranes, such as truck cranes, boom trucks, and similar cargo handling cranes, shall not be allowed to load or unload cargo on Fish Dock without prior written approval of the Harbormaster.

Section 13. Non-Waiver.

The failure of City at any time to enforce a provision of this permit shall in no way constitute a waiver of the provision, nor in any way affect the validity of this permit or any part hereof, or the right of City thereafter to enforce each and every provision hereof.

Section 14. Assignments.

Except insofar as this permit specifically permits assignments, any assignment by the Permittee of this permit or of any of its interest in this permit, or any delegation of privileges under this permit shall be void, and an attempt by the Permittee to assign any part of its interest or delegate privileges under this permit shall give City the right immediately to terminate this permit without any liability.

Section 15. Amendment.

The parties may amend this contract only by written agreement, which shall be attached as an appendix hereto.

Section 16. Jurisdiction, Choice of Law.

Any civil action arising from this permit shall be brought in an Alaskan court of competent jurisdiction in Homer. The law of the State of Alaska shall govern the rights and obligations of the parties under this permit.

Section 17. Severability.

Any provision of this permit decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the permit.

Section 18. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are not promises, terms, conditions or obligations other than those contained herein. This permit shall supersede all previous communications, representation or agreements, either oral or written, between the parties.

Section 19. Liability.

The Permittee shall indemnify, defend, save, and hold City harmless from any losses, claims, lawsuits or liability, including attorneys' fees and costs, arising out of loss, damage or injury, including death, to persons or property occurring during the course of or as a result of the Permittee's performance under this permit, except for damage caused by City's own negligence.

Section 20. Risk of Loss.

The Permittee agrees that any equipment, cargo, vehicle, or other material of any kind which is stored or placed at the Port and Harbor is so stored and placed at the sole risk of the Permittee. In the event that any such equipment, cargo, vehicles or other materials is damaged or destroyed by any cause other than City's own negligence, the Permittee shall not seek compensation or restitution of any kind from City.

Section 21. Permit Administration.

The Harbormaster shall administer this permit on behalf of City. The Fish Dock Use Permit is applicable to all businesses using Fish Dock facilities except individual vessel owners using their own vessel crew and crane access card to load or unload only their own vessel.

Section 22. Termination.

Either City or the Permittee may terminate this permit at any time for any reason by notifying the other party in writing at least 30 days before the date upon which such termination is to be effective. Neither party shall be liable to the other under this permit after the effective date of termination.

Section 23. Disputes.

In the event of a dispute between the parties under this permit, the Harbormaster shall reduce his position to a written decision and serve a copy thereof upon the Permittee. The Permittee may appeal the decision by written application to the city manager within 14 days after notice of the Harbormaster's decision is given to Permittee. While the appeal is pending, the Permittee shall abide by the decision of the

Harbormaster. The Permittee may appeal the decision of the city manager to court within 20 days after notice of the city manager's decision is given to Permittee. While the appeal is pending the Permittee shall abide by the decision of the city manager.

Section 24. Insurance.

A. During the term of this permit, the Permittee shall maintain in good standing insurance described in this section. Prior to its performance pursuant to this permit, the Permittee shall furnish the Harbormaster a certificate of insurance in accordance with subsection B. of this section.

B. The Permittee shall obtain and keep in force at all times during the term of this permit:

1. General liability insurance providing coverage for bodily injury, including death, in an amount not less than \$500,000 for any one person and not less than \$1,000,000 for any one accident or occurrence.

2. Workers' Compensation or Longshoremen's and Harbor Workers' Compensation Insurance as may be required by state or federal law, and Employer's Liability Insurance.

3. Property damage liability, which shall include any and all property whether or not in the care, custody, or control of the Permittee, in an amount of not less than \$1,000,000 on account of any one accident.

C. The insurance obtained pursuant to this section shall name City, its officers, and employees as additional insured's. Such policies must be endorsed to permit City, its officers and employees, to recover on the insurance for damages and injuries suffered by them that are caused by the Permittee or any other insured's under the policy. Such policies must provide that a termination, cancellation or expiration of the policy is ineffective until 30 days after written notice of the termination, cancellation or expiration has been delivered to the city manager.

D. In addition to, and without limiting the foregoing requirements of Section 24, Permittee shall at all times maintain and give to the City, for City's benefit, current insurance endorsements substantially in the form of Exhibit A and Exhibit B. Permittee shall also grant City permission to obtain copies of insurance policies from all insurers providing required coverage to Permittee by executing an authorization substantially in the form of Exhibit C. Permittee shall, from time to time, execute and deliver to City such additional authorizations (Exhibit C) that City may request.

Section 25. Fire Prevention.

The Permittee shall keep fire lanes clear and keep fire control equipment readily accessible. There will be no storage of totes or equipment in the three access lanes to the Fish Dock.

Section 26. Breach and Remedies.

A. A violation of any of the provisions of Section 6 of this permit shall be grounds for immediate suspension of this permit for up to 48 hours upon written notice to Permittee.

B. A violation of any provision of this permit or of any rules or regulations applicable to Permittee's activities under this permit, and the failure to remedy the same within 48 hours after written notice to Permittee of the violations, shall constitute grounds for immediate termination of this permit. Prior to such termination, Permittee will be given notice and an opportunity for an informal hearing before the city manager within 48 hours of the notice.

IN WITNESS WHEREOF, the parties have executed this permit on the date first hereinabove written.

CITY OF HOMER

PERMITTEE

City Manager

Authorized Representative

Date

Printed Name

Recommended for Approval:

Date

Port Director/Harbormaster

Date

**PERMITTEE'S ACKNOWLEDGMENT
CORPORATION OR OTHER ENTITY**

STATE OF ALASKA)
) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, _____, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, known to me and to me known to be the _____ of the entity named in the foregoing document as Permittee, and known to be the individual who executed the foregoing document, and he or she acknowledged to me he or she was authorized to execute the foregoing document by authority granted to him or her by said Permittee and on behalf of said Permittee, and for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.

Notary Public in and for Alaska

My Commission Expires

PERMITTEE'S ACKNOWLEDGMENT

INDIVIDUAL

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, _____, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, known to me and to me known to be the individual named in and who executed the foregoing instrument, and he acknowledged to me that he did sign and seal the same as his voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.

Notary Public in and for Alaska

My Commission Expires

EXHIBIT A

GENERAL LIABILITY ENDORSEMENT

City of Homer ("City")
491 East Pioneer Ave.
Homer, Alaska 99603-7624
Attn.: City Manager

A. POLICY INFORMATION

1. Insurance company: _____ ("Company");
Policy No.: _____
2. Policy Term: (from) _____ (to) _____
3. Effective date of this endorsement: _____
4. Named insured: _____
5. Address of Named Insured: _____

6. Employer's liability limit (Coverage B): _____
7. Policy is (claims made/ occurrence): _____
8. If Claims Made: _____ Retroactive Date: _____
9. Is Tail Coverage Afforded? ☐ Yes ☐ No
10. Limit of Liability Any One Occurrence: \$ _____ Aggregate: \$ _____
11. Deductible or Self-Insured retention (n/a unless otherwise specified): \$ _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City, its elected or appointed officials, employees and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the named insured; (b) products and completed operations of the named insured; or (c) premises owned, leased or used by named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officials, employees or volunteers shall be excess of this insurance and shall not contribute with it.

3. **SCOPE OF COVERAGE.** The policy: (1) if primary, affords coverage at least as broad as forms currently in use as approved by the State of Alaska Division of Insurance; and (2) if excess, affords coverage which is at least as broad as the primary insurance forms reference in the preceding Section B.1.

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officials, employees or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE

I, _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and, by my signature hereon, do so bind this company.

Authorized Representative Signature

Date

Title within Organization: _____

Phone #: _____

Address: _____

EXHIBIT B

WORKERS' COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT

City of Homer ("City")
491 East Pioneer Ave.
Homer, Alaska 99603-7624
Attn.: City Manager

D. POLICY INFORMATION

1. Insurance company: _____ ("Company");
Policy No.: _____
2. Effective date of this endorsement: _____
3. Named insured: _____
4. Employer's liability limit (Coverage B): _____

E. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Such notice shall be sent to the address given in the heading of this endorsement.

2. WAIVER OF SUBROGATION. The Company agrees to waive all rights of the subrogation against the City, its elected or appointed officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the named insurer for the City.

F. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE

I, _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and, by my signature hereon, do so bind this company.

Authorized Representative Signature

Date

Title within Organization: _____

Phone #: _____

Address: _____

EXHIBIT C

AUTHORIZATION TO OBTAIN INSURANCE POLICIES

The City of Homer is hereby granted permission to request and obtain copies of ("Permittee") Insurance policies from its broker/insurance carrier, _____ ("broker/insurance carrier").

It is understood that the Permittee may revoke this permission at any time by written notice to its broker/insurance carrier and to the City of Homer; however such revocation may affect receipt of or continuance of a use permit or constitute a default under a lease from the City of Homer.

Authorized Representative: _____

Title within Organization: _____

Date: _____

Attachment #4
South Trestle Locations

Location #1

Along guardrail Bordering Fish Dock Road



Location #2

Corner of Dock Adjacent to Crane #1

