



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

HOMER MARINE REPAIR FACILITY VENDOR AGREEMENT

Business Info

Name of Business: _____ Work Phone: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Owner's Name: _____ Cell Phone: _____

E-Mail Address: _____

Manager's Name: _____ Cell Phone: _____

General Nature of Services to be Provided: _____

Documents

Documents (*Required)	Date	Staff Initials	Comments
<input type="checkbox"/> Alaska Business License*	_____	_____	_____
<input type="checkbox"/> Borough Sales Tax Certificate*	_____	_____	_____
<input type="checkbox"/> Proof of Insurance*	_____	_____	_____
<input type="checkbox"/> City as Additional Insured*	_____	_____	_____
<input type="checkbox"/> Proof of Worker's Comp*	_____	_____	_____
<input type="checkbox"/> Certification (if required)	_____	_____	_____
<input type="checkbox"/> Certification (if required)	_____	_____	_____
<input type="checkbox"/> BMP Provided to Vendor*	_____	_____	_____
<input type="checkbox"/> Harbormaster's Approval*	_____	_____	_____

Acknowledgement & Approval

I accept and acknowledge that I have read and agree to the terms on page 2 and 3, and will abide by the Homer Marine Repair Facility Policies and Best Management Practices (BMP). I shall take precautions to prevent pollution to the air, ground and water. Should there be fees, fines, or cleanup required, I agree to pay such costs.

- ✓ I will abide by OSHA safety rules and regulations pertaining to my trade(s).
- ✓ I accept full responsibility for my activities in the boatyard and for the actions of my workers.
- ✓ I agree to have insurance covering my workmanship employees, as may be required by the terms and by the law.
- ✓ I understand that the name of my business will be available to boatyard users.

Vendor: _____ Date: _____
(Signature) (Print)

Harbormaster Approval: _____ Date: _____

HOMER MARINE REPAIR FACILITY VENDOR TERMS & CONDITIONS

1. **The City agrees** to provide contractors, service providers, and vendors the opportunity to work in the Marine Repair Facility under a Vendor Agreement, of which will place vendors on the Approved Vendor List. The list shall be available on the City of Homer's website and given to all vessel owners utilizing the facility.
2. **Responsibility.** The City does not accept the vessel, its tackle, fixtures, equipment, gear, or furnishings for storage or safekeeping belonging to either the owner or vendor. Nor does the City accept any responsibility for vendor supplies, their laborers/employees, equipment, and personnel that the vessel owner may organize or contract. The City shall not be responsible for lost fishing time, or any other lost time to the vessel, while it is hauled out or on the City-owned tidelands/beaches.
3. **Policy Compliance:** Vendors agree to comply with the City of Homer's (referred herein as City) Marine Repair Facility policies and Best Management Practices (BMPs). A copy shall be provided when services are scheduled.
4. **Operational Structure.** The Homer Marine Repair Facility is being managed as an "Open Yard" facility, meaning that the vessel owner is responsible for the actual work being performed on their vessel. The City is simply facilitating the opportunity for haul-out and uplands use, and are not responsible for the finished product. This management structure gives the vessel owner the opportunity to manage their project from start-to-finish, contracting with vendors from the Approved Vendor List (provided by the City), or by using their own crew to make the repairs necessary for vessel maintenance.
5. **Vendors & Service Providers.** Contracting for all services to the vessel while it is in the boatyard, and payment for those services, is the sole responsibility of the vessel owner. Persons providing services to a vessel in the boatyard ("Vendors") must be on the City's approved vendor list. To qualify for the list, the following documents must be on file along with payment of fees: Certificate of Insurance, Alaska business license, registration for city sales tax, and professional certifications for the named trades. Vendors must abide by OSHA safety rules and regulations pertaining to their trade.
6. **Security:** Vendors and vessel owners are responsible for the security of their property. Other than random patrols of the boatyard, harbor staff will not be present during non-business hours.
7. **Insurance:** Vendors must have on-file with the City a current certificate of insurance to cover all of the services to be provided. All vendors must carry a minimum of \$1,000,000 per incident and \$2,000,000 in aggregate liability insurance and the City must be included as additional insured. Copies of the insurance policy must be on file with the Harbor Office before work may begin. Vendors must provide proof of longshore and harbor worker, workman's compensation insurance, or proof that such coverage is waived.
8. **Scheduling:** Vendors must plan to work within the vessel-owner's scheduled boatyard time.
9. **Dry Dockage:** The City shall designate a dry moorage area within the boatyard for each vessel. Vendors may work within the vessel's designated dry moorage area. Additional space may be rented from the City if available. Rates are published in the City's Terminal Tariff.
10. **Charges:** To remain on the list, every year vendors must complete the Vendor Agreement with the City and pay an annual fee before providing services. In the circumstance that a vendor is being hired to provide services during a one-time job, but is not on the Approved Vendor List, the vendor must complete the Vendor Agreement, provide the required documents, and opt to pay the "one-time" vendor fee instead of the annual fee. Rates are published in the City's Terminal Tariff. All charges are payable to the Homer Harbor Office.
11. **Tarps.** Ground cover tarps must be placed under every vessel prior to blocking, and cover the ground under the entire vessel plus a 10 foot parameter. They must remain in place and shall be kept clean (daily) of all hazmat, paint chips, etc. Ground cover tarps will be protected during welding by placing protective welding mats in the affected areas.
12. **Ladders/Scaffolding.** Vendors will provide their own ladders and scaffolding. Vendor and/or vessel owner assumes all risk when utilizing ladders and scaffolding.
13. **PPE:** Vendor and/or vessel owner shall insure that personal protective equipment and clothing will be provided and worn as appropriate to each task.
14. **Sanding, Grinding, & Scraping.** Open air sanding, grinding and scraping are prohibited unless dustless systems are employed or the vessel is tented and properly vented/filtered. These precautions are to prevent escapement of airborne particulates from the vessel and soil contamination.
15. **Pressure Washing:** The Homer Marine Repair Facility does not allow pressure washing.
16. **Disposal of Waste & Hazmat.** See the City's Marine Repair Facility policies and Best Management Practices (BMPs), and/or ask staff for details for proper disposal methods and locations.
17. **Spills & Cleanup.** The Vendor/vessel owner must immediately report any spills to the Harbor Office, NRC, DEC, and U.S. Coast Guard MSD. Failure to report can result in fines.
18. **Welding/Hotworks:** Vendors contracted to weld must be certified, licensed, and insured. All persons, including the vessel owner, crewmembers, and vendors must follow all standard welding practices per OSHA regulations. Fire guards and protective measures must be in place during all welding and cutting activities. There will be no open flames (other than welding or cutting torches) and no open burning. For every welder working, each must have a person on fire watch with fire extinguisher near them. Atmospheric testing for enclosed areas shall be done when appropriate. Arc shields shall be used as appropriate and required.

19. **Storm Events:** The Vendor/vessel owner are solely responsible to take emergency measures to secure the vessel, or anything that may become airborne during a windstorm event to prevent damage/injuries caused by airborne debris from their vessel and/or dry storage location.
20. **Materials, Structures & Equipment.** Necessary materials should be on hand before each haul-out. Arrangements for storage of materials must be coordinated with the Harbormaster. Users and vendors may bring in vehicles, trailers, or set up temporary structures that fit within the dry storage site of their vessel. Unless otherwise approved, the structures must be removed after the vessel is launched. Mobile homes, travel trailers, or RVs will not be allowed without approval. If the project requires more space for project lay-down, space will be provided as available and charges will reflect actual square foot usage.
21. **Alcohol/Drug-Use in Facility:** No alcohol or drugs shall be consumed/allowed in the boatyard or aboard vessels in the boatyard.
22. **Fires:** No open fires are permitted aboard vessels or in the boatyard.
23. **Children:** Children, under the age of 12, must be accompanied by an adult at all times.
24. **Pets:** All animals must be leashed and cleaned up after per Homer City Code.
25. **Live-a-boards:** No one will live aboard a vessel in dry moorage without consent of the Harbormaster.
26. **Liability:** The City shall not be liable for death or injury to persons, or damage to property, upon the vessel, yard facilities or premises adjacent thereto arising from any cause other than the willful misconduct of the City. Vendors shall indemnify and hold the City and its officers and employees harmless from all claims for death or injury to persons, or damage to property, arising from their acts or omissions, their agents, service providers/vendors, crew, employees, or invitees.
27. **Refusal of Service/Access:** The City reserves the right to refuse access to Vendors that: (a) do not have a current Alaska Business License, (b) fail to register for, collect, and remit sales tax, (c) lack sufficient insurance, (d) fail to comply with the City's Marine Repair Facility policies and Best Management Practices (BMPs), or (e) fail to comply with safety practices.
28. **Default in Compliance; City's Remedies:** Failure to adhere to the City's policies and best management practices can result in unsafe actions and environmentally harmful activities. When violations are observed by City staff, intentional or otherwise, work will be stopped until corrective measures are taken. If Vendor fails to properly follow and adhere to these practices/policies and/or their agreement with the City, or fail to pay fees or charges for more than thirty (30) days after the due date, the City may exercise any available remedy, including without limitation to terminate their Vendor Agreement.
29. **No Waiver:** The failure of the City to insist upon strict performance of any provision of this agreement, or to exercise any right or remedy available on a breach thereof, or the acceptance by the City of full or partial payments during the continuance of any breach, shall not constitute a waiver of any provision of this agreement, and all provisions hereof shall continue in full force and effect. Nothing in this agreement shall constitute a waiver by the City of its right to arrest any vessel to enforce a maritime lien, or any other right or remedy.
30. **Notices.** Billings and notices will be mailed to User's address as set forth herein. User shall notify the City in writing of an address change.
31. **Interpretations; Amendment:** Alaska Law shall govern this agreement. The invalidity of any provision of this agreement shall not affect the validity of any other provision. This document, in concert with the Homer Marine Repair and Facility Best Management Practices and Policies constitutes the entire agreement of the parties. No amendment of this Agreement shall be valid unless in writing and signed by both parties.

I accept and acknowledge that I have read and agree to the terms on page 2 and 3 and will abide by the Homer Marine Repair Facility Policies and Best Management Practices (BMP). I shall take precautions to prevent pollution to the air, ground and water. Should there be fees, fines, or cleanup required, I agree to pay such costs.

- I will abide by OSHA safety rules and regulations pertaining to my trade(s).
- I accept full responsibility for my activities in the boatyard and for the actions of my workers.
- I agree to have insurance covering my workmanship employees, as may be required by the terms and by the law.
- I understand that the name of my business will be available to boatyard users.

Vendor Initials: _____ Date: _____