CITY OF SEWARD
P.O. Box 167
1300 4th Avenue
Seward, Alaska 99664

Harbor Department
907.224.3138 907.224.7187 fax
harbormaster@cityofseward.net
www.cityofseward.net/harbor

SMIC UPLAND BOAT WORK POLICY CHECKLIST

- ☐ PAPERWORK TO BOAT OWNER
  BOAT INFO IN COMPUTER
  EXPLAIN GROUND COVER ECT

- ☐ INSURANCE REQUIREMENTS
  IF DOING OWN REPAIR WORK: $1 Million coverage, with a waiver of subrogation and show city as additional insured.
  IF APPROVED CONTRACTOR DOES WORK: $1 Million general, $1 Million ship repair liability,$1 Million auto liability and proof of workers comp.

- ☐ FIRE SUPPRESSION PLAN (CAN BE NOTED ON WORK PLAN OR SEPARATE SHEET)

- ☐ WORK PLAN

- ☐ UPLAND STORAGE AGREEMENT

- ☐ BOAT LIFT AGREEMENT

- ☐ WASH DOWN PAD RATES AND RULES

- ☐ ISSUE SMIC UPLAND WORK COMPLIANCE

POWER ☐ YES ☐ NO

DEPOSIT # _____

Pages 9,11,15,17,19,21,23 & 26
Must Be Filled Out And Returned To The Harbor Office

AREA MUST BE RETURNED TO CLEAN, ORDERLY CONDITION PRIOR TO LAUNCHING

Effective 8/21/15

"Providing Quality Services Through Teamwork and Continuous Improvement"

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CITY OF SEWARD
P.O. BOX 167
SEWARD, ALASKA 99664-0167

File: 603-02-00

- Main Office (907) 224-4050
- Police (907) 224-3338
- Harbor (907) 224-3138
- Fire (907) 224-3445
- Fax (907) 224-4038

City of Seward Policy Memorandum

Subject: **SEWARD MARINE INDUSTRIAL CENTER (SMIC) UPLAND BOAT WORK POLICY**

PURPOSE. This Policy Statement establishes the City of Seward's policy concerning allowable boat work activities in the upland area at SMIC. This policy applies to temporary use areas; areas not covered by a specific long-term lease or management agreement. Long-term lease and resulting business activities are covered through specific, negotiated agreements and are separate from this policy. It does not apply to boats in a storage-only condition.

DISCUSSION. It is the custom to allow boat owners, businesses and subcontractors to perform various boat work (maintenance and repair) activities in the upland storage area of SMIC. As the use of this area has evolved, so have the number and scope of boat work activities. Section 7.10.545 of the City of Seward Code provides that maintenance and repair activities are permitted in the boat storage area of SMIC and other areas as designated by the Harbormaster. A standard operating policy and list of minimum requirements to be met is necessary in order to protect the interests of the City, its citizens and employees as well as the rights of other businesses. Short-term upland use agreements, insurance requirements, indemnification agreements and permits must be developed and their use instituted to address the concerns and best interests of everyone.

POLICY. The following documents have been approved by the City Council. The Harbormaster shall enforce and administer the policies and procedures.

Allowable Maintenance and Repair Activities - A list of allowable maintenance and repair activities for the SMIC upland storage area.

Rules and Best Management Practices Governing Boat Work Activities - A list of rules and Best Management practices governing maintenance and repair activities.

Pre-approved Contractor List - this list shall be maintained by the harbormaster and shall contain the names, addresses and phone numbers of contractors who have been pre-approved to conduct business at the SMIC storage yard.

Land Use or License Agreement - An agreement between a contractor (license) or boat owner (land use) and the City regarding the use of land in the upland storage area of the SMIC.

Business Licenses - With the exception of State and Federal Contractors and boat owners performing their own work, all businesses will be required to have the appropriate business license required by State and Local Regulations. Evidence of such licenses may be required by the Harbormaster.

Insurance. The person performing the work, having the work performed or contracting for the services must have the required statutory insurance for Worker's Compensation and other insurance required by law. Additionally, all contractors desiring to be on the pre-approved contractor list shall have a minimum of $1 million liability insurance with the City of Seward listed as an additional insured and a waiver of subrogation.

ACTION. The Harbormaster shall draft, submit for approval, implement and enforce the Seward Marine Industrial Center Upland Boat Work Policy. This policy will be reviewed by the Port and Commerce Advisory Board, the City Administration and approved by the City Council prior to implementation.

THE CITY OF SEWARD,

W. Scott Janke
City Manager

7/28/00
Date

Enclosures: (1) Allowable Maintenance and Repair Activities
(2) Rules, Best Management Practices Governing Boat Work Activities, Pre-approved Contractor List Procedures
(3) Land Use Agreement - Insurance

Enclosure (1) to City of Seward Policy Memorandum regarding Seward Marine Industrial Center (SMIC) Upland Boat Work Policy

Allowable Maintenance and Repair Activities

Allowable Maintenance and Repair Activities. The following maintenance and repair activities or similar activities are authorized in the SMIC area or upland boat storage areas of SMIC.

Replacing zinc anodes

Propeller, shaft, rudder and bearing replacement

Sand or water blasting, sanding, spray painting and painting

Interior Blasting, sanding, spray painting and painting

Engine and equipment repairs, including replacement

Interior habitability changes, upgrades or modifications

Transducer and through hull fitting repair and/or replacement

Installing or replacing permanent or temporary equipment, electronics

Stability improvements such as bilge keels, a modification to ballast or ballast tanks and changes in topside weight distribution/configuration.

Hull plate, planking, or laminate renewal and/or replacement and exclusive of integral petroleum tanks. Any activity opening a petroleum tank or requiring a chemist's gas-free certificate shall have that certificate posted prior to conducting work. A copy of such certificate shall be provided to the Harbormaster.

Welding, cutting, torching and similar hotwork to the extent necessary to complete the above repairs

Construction. Generally, construction shall mean, "to assemble from parts". Any construction or reconstruction shall be done on leased property or on property designated for such purposes. Major construction or reconstruction is not allowed in the boat storage area or similar area at SMIC. Any alteration of the existing silhouette of the boat as hauled out, purely for increasing length, capacity, or similar reasons shall be deemed construction. The Harbormaster shall determine what constitutes maintenance and repair versus major construction activities. This determination will be made prior to commencing work on any boat.

Enclosure (2) to City of Seward Policy Memorandum regarding Seward Marine Industrial Center (SMIC) Upland Boat Work Policy

Rules Governing Boat Work Activities And Best Management Practices

The following rules and Best Management Practices apply to businesses, boat owners and other persons, performing maintenance and repair activities at SMIC.

Pre-Approved Contractors List. Those businesses and/or individuals performing activities for fees such as mechanical or structural repairs, handling of hazardous material or use of complicated equipment are required to meet the requirements of and be listed on the City's Pre-Approved Contractor's List. Incidental businesses providing services that are non-hazardous and non-technical such as boat cleaning, detailing, canvas/sail repairs and carpet cleaning are not required to be on this list. No other contractors are allowed to conduct mechanical or structural repairs on boats at the SMIC.

Business License. Businesses and/or individuals performing activities for fees shall have a current Business license from the City of Seward and Kenai Peninsula Borough..

Water. The person performing the maintenance and repair work will provide and bear the expense for, water if necessary to perform the activities, or pay a fee for this service if provided by the City.

Restrooms. The person performing the maintenance and repair work will provide and bear the expense for, restroom facilities for their workers either through construction of a facility or rental of temporary restroom containers.

Electricity. Electricity shall be supplied by the person performing the maintenance and repair work through portable generating equipment or through an installed electrical service. Installed electrical service shall only be used upon permission of the Harbormaster. Fees for use of the installed electrical service will be assessed according to the Port and Harbor Tariff. No alterations, additions or changes to the meter, meter base, cabling, breakers or any part of the existing service is allowed unless authorized by the Harbormaster in advance and performed by a certified electrician.

Garbage. A limited amount of refuse disposal is provided. There is one construction material dumpster and one general garbage dumpster for public use. Contractors are encouraged to supply their own waste receptacles. Garbage shall be separated as required by the refuse contractor.

Used Oil, HAZMAT Disposal. The person performing the maintenance and repair work shall provide and bear the expense, for containment, collection, removal, clean up and disposal of all used oil, petroleum products, anti-freeze, solvents and other HAZMAT in accordance with existing Federal, State and Local regulations. The harbor department has the ability to collect and dispose of limited quantities of clean, used oil. Disposal of absorbs, filters and other oiled products is limited. Fees for collection and disposal of these items are contained in the Port and Harbor Tariff. Disposal of these items that exceed the capabilities of the harbor department or disposal of other hazardous materials or waste is the responsibility of the contractor and/or the boat owner.

Blast Grit. The person performing the maintenance and repair work shall provide and bear the expense for, containment, collection, removal, clean up and disposal of all blast grit and paint debris as a result of blasting, chipping, scraping or other activities resulting in paint debris in accordance with existing Federal, State and Local regulations. (Revised 9/00)

Spray Painting. The person performing the maintenance and repair work shall provide and bear the expense for, containment, collection, removal, clean up and disposal of all paint, paint products and overspray associated with painting activities in accordance with existing Federal, State and Local regulations.

Materials/Equipment Stowage. All vehicles,. materials, equipment, supplies and associated appurtenances used in maintenance and repair activities shall be stowed neatly in the area surrounding the boat. At no time shall any of these items be left in such a manner as to obstruct access to adjacent boats, the roadway, fire lanes, utility accesses, or Travelift runway. The area under and around the boat including the "footprint" of the Travelift is the designated area for these items and then only if actively in use.

Failure to Observe Rules. Failure of any party conducting repairs and maintenance activities to observe these rules is a default of the user's agreement with the City and may result in a stop work order issued by the Harbormaster and/or action taken on a performance bond.

Best Management Practices

All repairs and maintenance activities listed in Enclosure (1) to this policy shall be conducted within the fenced upland storage area at SMIC. No repairs and maintenance activities with the exception of propeller changes, bolt-on zinc replacement, incidental business activities and visual inspections may be conducted outside of this area.

Work areas shall be cleaned after each operation is completed or at the end of the day. Remove all trash, debris, paint ships, fiberglass, blast grit and residue etc.

Any maintenance involving blasting, chipping, sanding or other ablative/abrasive removal of material or paint shall be done over canvas or plastic tarps. If water blasting is conducted, filter fabric may be used instead of canvas or plastic tarps to allow water to pass through. These activities shall be done in an enclosed or sheltered structure or in a tarped enclosure to contain airborne debris and dust. Use of vacuum sanders and equipment is encouraged to collect and retain material. Use of alternative blasting systems, such as an enclosed plastic medium blast and recovery system, is strongly encouraged.

Collected paint chips, dust, sediment, blast grit and similar debris shall be placed in containers approved for such material and disposed of according to Federal, State and local regulations. This material shall not be disposed of in the trash or construction materials dumpsters, unless tested and approved for such disposal by an environmental services company approved by the City.

Anti-fouling paints containing the minimum amount of toxin necessary for the expected conditions is strongly recommended. Avoid the use of soft ablative paints and use water based paints where possible. Stay informed about anti-fouling products such as Teflon, silicone, polyurethane and wax that have limited negative impacts. Inform your customers and substitute use of these products where applicable.

Minimize the use of spray painting equipment. Use brushes and rollers whenever possible. Spray painting is prohibited over water. Mix only as much paint as necessary for the job and use small containers. Smaller containers mean smaller spills when they occur. Designate an area to mix paints, solvents and reducers. Keep records of paint use, type, application, amount required etc. All spray painting shall be conducted over land in a spray booth or under a tarp. Use equipment with high transfer efficiency such as high volume, low-pressure spray guns, air-atomizer spray guns or gravity-feed guns. Use trained painters in order to reduce overspray and minimize the amount of paint per job.

Store opened containers of useable solvents and paints in covered, UL-listed, or Factory Mutual approved containers. Hire a licensed waste hauler to recycle or dispose of used solvents. Direct solvents used to clean spray equipment into containers to prevent evaporation of volatile organic compounds. A closed gun cleaning system will save money on cleaning materials. Use only one cleaning solvent to simplify disposal and use only the minimal amount of solvent needed for a given job. Use soy-based solvents and other similar products with no or low volatility. Order your spray painting jobs to minimize coating changes and order your work light to dark. Fewer changes mean less spray gun purging and cleaning. Allow solids to settle out of used strippers and thinners so you can reuse solvents. Keep records of solvent and paint use so you know the amount of hazardous waste generated on site.

Store engine parts and engines on impervious surfaces. Do not wash engine parts over bare ground or water. Use pre-cleaning methods such as wire brushing and avoid unnecessary parts cleaning. Adopt alternatives to solvent-based parts washers such as Bio remediating systems that take advantage of microbes to digest petroleum Bio remediating systems are self-contained; there is no effluent. The cleaning fluid is a mixture of detergent and water. Microbes are added periodically to "eat" the hydrocarbons. If using solvent to clean engine parts, do so in a container parts washer with a lid to prevent evaporation of volatile organic compounds. Reuse the solvent. Once the solvent is totally spent, recycle it. Use drip pans when handling any type of liquid and use separate drip pans for each fluid to avoid mixing. Recycle the collected fluid. Use funnels to transfer fluids and drain all parts of fluid prior to disposal. Clean engine repair areas regularly using dry cleanup methods. Capture petroleum spills with absorbent pads and materials. Do not hose down the repair area with water.

Winterizing Use propylene glycol antifreeze for all systems; it is less toxic than ethylene glycol. Use the minimum amount of antifreeze necessary for the job. Ethylene glycol should never be used in potable water systems; it is highly toxic and cannot be purged reliably. Add stabilizers to fuel to prevent degradation. Stabilizers are available for gasoline and diesel fuels and for crankcase oil. Be sure fuel tanks are 85-90% full to prevent flammable fumes from accumulating and to minimize the possibility of condensation leading to corrosion. Do not fill the tank more than 90% full. Use the highest rated octane recommended by the engine manufacturer; premium fuels are more stable than others are. Be sure the gas cap seals tightly.

There may be additional requirements mandated by Alaska Department of Ecology, Environmental Protection Agency, various Federal and State regulations, and/or other regulatory agencies. You are required to know and comply with these regulations.

Pre-Approved Contractor Listing

License Agreement – A License Agreement is required for anyone conducting boat maintenance on City property not leased for long term use. This agreement includes indemnification and hold harmless clauses as well insurance coverage provisions.

Business License – Valid, applicable business licenses (City, State) are required for contractors to work on boats or to conduct maintenance and repair activities.

Insurance – Pre-approved contractors must procure and maintain, at their own expense, the following minimum insurance coverage in force at all times in order to be on the pre-approved contractor list.

Coverage	Per Occurrence
Commercial General Liability	$1,000,000
Automobile Liability	$1,000,000
Ship Repair Legal Liability	$1,000,000
Workers Compensation	As required by AS 23.30.045 and other statutory Obligations

Owners conducting their own repairs and maintenance shall have a minimum of 1,000,000 General Liability insurance and may be required to post a $50,000 performance bond as determined by the Harbormaster

All insurance policies shall name the City as an additional insured with a waiver of subrogation against the City of Seward. The contractor and/or boat owner shall pay all deductibles.

Enclosure (3) to City of Seward Policy Memorandum regarding Seward Marine Industrial Center (SMIC) Upland Boat Work Policy

SEWARD MARINE INDUSTRIAL CENTER (SMIC) SHORT TERM USE AGREEMENT

INSURANCE REQUIREMENTS

INDEMNIFY/HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the **User** agrees to defend, pay on behalf of, indemnify, and hold harmless the **City of Seward, Alaska**, its elected and appointed officials, employees, volunteers and others working on behalf of the **City of Seward** against any and all claims, demands, suits, liabilities, penalties or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the **City of Seward,** its elected and appointed officials, employees, volunteers or others working on behalf of the **City of Seward,** by reason of personal injury, including bodily injury or death, property damage, including loss of use thereof, and environmental damage or liabilities, which arises out of or is in any way connected or associated with the use of this facility or property of the **City of Seward** by the **User**, its employees, agents, or contractors.

SIGNED:_____ **DATE:**_____

INSURANCE REQUIREMENTS

The User shall not commence with use of the City's facility/land until the User has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska. All coverage shall be with carriers acceptable to the City of Seward. The required lines and limits of insurance are as follows:

Contractors

1) **General Liability Insurance**: The User shall procure and maintain during the life of this agreement, general liability insurance on an "occurrence basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.

2) **Motor Vehicle Liability Insurance**: The User shall procure and maintain during the life of this agreement, motor vehicle liability insurance, including all applicable no fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit.

(Insurance Requirements Continued)

3) **Ship Repair Legal Liability**: The User shall procure and maintain during the life of this agreement, ship repair legal liability insurance, with limits of liability of not less than $1,000,000 per occurrence combined single limit.

4) **Workers Compensation Insurance**: The User shall procure and maintain during the life of this contract, workers compensation insurance, including employers liability coverage, in accordance with all applicable statutes of the State of Alaska.

5) **Additional Insured**: All insurance policies, as described above, shall include an endorsement stating the following shall be **Additional Insured**: The City of Seward, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

   This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether the other available coverage be primary, contributing or excess.

6) **Cancellation Notice**: All insurance policies, as described above, shall include an endorsement stating the following: "Sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Harbormaster, City of Seward, P.O. Box 167, Seward, AK 99664.

7) **Proof of Insurance**: Prior to commencement of any maintenance or repair activities at the SMIC, the User shall provide the City with certificates of insurance and/or policies, acceptable to the City of Seward, for each of the insurance policies described above.

Boat owners conducting their own Repairs and Maintenance

1) **General Liability Insurance**: The User shall procure and maintain during the life of this agreement, general liability insurance on an "occurrence basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.

Additional Insured: All insurance policies, as described above, shall include an endorsement stating the following shall be **Additional Insured**: The City of Seward, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether the other available coverage is primary, contributing or excess.

(Insurance Requirements Continued)

Cancellation Notice: All insurance policies, as described above, shall include an endorsement stating the following: "Sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Harbormaster, City of Seward, P.O. Box 167, Seward, AK 99664.

Proof of Insurance: Prior to commencement of any maintenance or repair activities at the SMIC, the user shall provide the City with certificates of insurance and/or policies, acceptable to the City of Seward, for each of the insurance policies described above.

If this agreement is with a business organization, the User must supply proof of their authority to bind that business organization.

SIGNED:_____**DATE:**_____

APPROVAL: THE CITY OF SEWARD

APPROVED BY_____DATE:_____

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Seward Marine Industrial Center

330 Ton Marine TraveLift Rates

Base Rate one-way lift (1 hour)	$425.00
Additional Cost: Vessels over 55 feet LOA	$ 21.00 per foot
Rate after first hour of lift	$ 86.63 every 15 minutes
Relocation Fee	Same as Base Rate
No-Show Fee, must cancel minimum 1 hour prior	Same as Base Rate

ADD 7% sales tax

Size	Cost	Size	Cost	Size	Cost	Size	Cost
56	$446.00	74	$824.00	92	$1,202.00	110	$1,580.00
57	$467.00	75	$845.00	93	$1,223.00	111	$1,601.00
58	$488.00	76	$866.00	94	$1,244.00	112	$1,622.00
59	$509.00	77	$887.00	95	$1,265.00	113	$1,643.00
60	$530.00	78	$908.00	96	$1,286.00	114	$1,664.00
61	$551.00	79	$929.00	97	$1,307.00	115	$1,685.00
62	$572.00	80	$950.00	98	$1,328.00	116	$1,706.00
63	$593.00	81	$971.00	99	$1,349.00	117	$1,727.00
64	$614.00	82	$992.00	100	$1,370.00	118	$1,748.00
65	$635.00	83	$1,013.00	101	$1,391.00	119	$1,769.00
66	$656.00	84	$1,034.00	102	$1,412.00	120	$1,790.00
67	$677.00	85	$1,055.00	103	$1,433.00	121	$1,811.00
68	$698.00	86	$1,076.00	104	$1,454.00	122	$1,832.00
69	$719.00	87	$1,097.00	105	$1,475.00	123	$1,853.00
70	$740.00	88	$1,118.00	106	$1,496.00	124	$1,874.00
71	$761.00	89	$1,139.00	107	$1,517.00	125	$1,895.00
72	$782.00	90	$1,160.00	108	$1,538.00	126	$1,916.00
73	$803.00	91	$1,181.00	109	$1,559.00	127	$1,937.00

Please call the Seward Harbor at (907) 224-3138 or email: harbormaster@cityofseward.net to schedule a lift and receive more information about our storage yard and facilities.
We are open 7 days a week 8-5 April thru September (winter hours closed Sundays from October thru March.)

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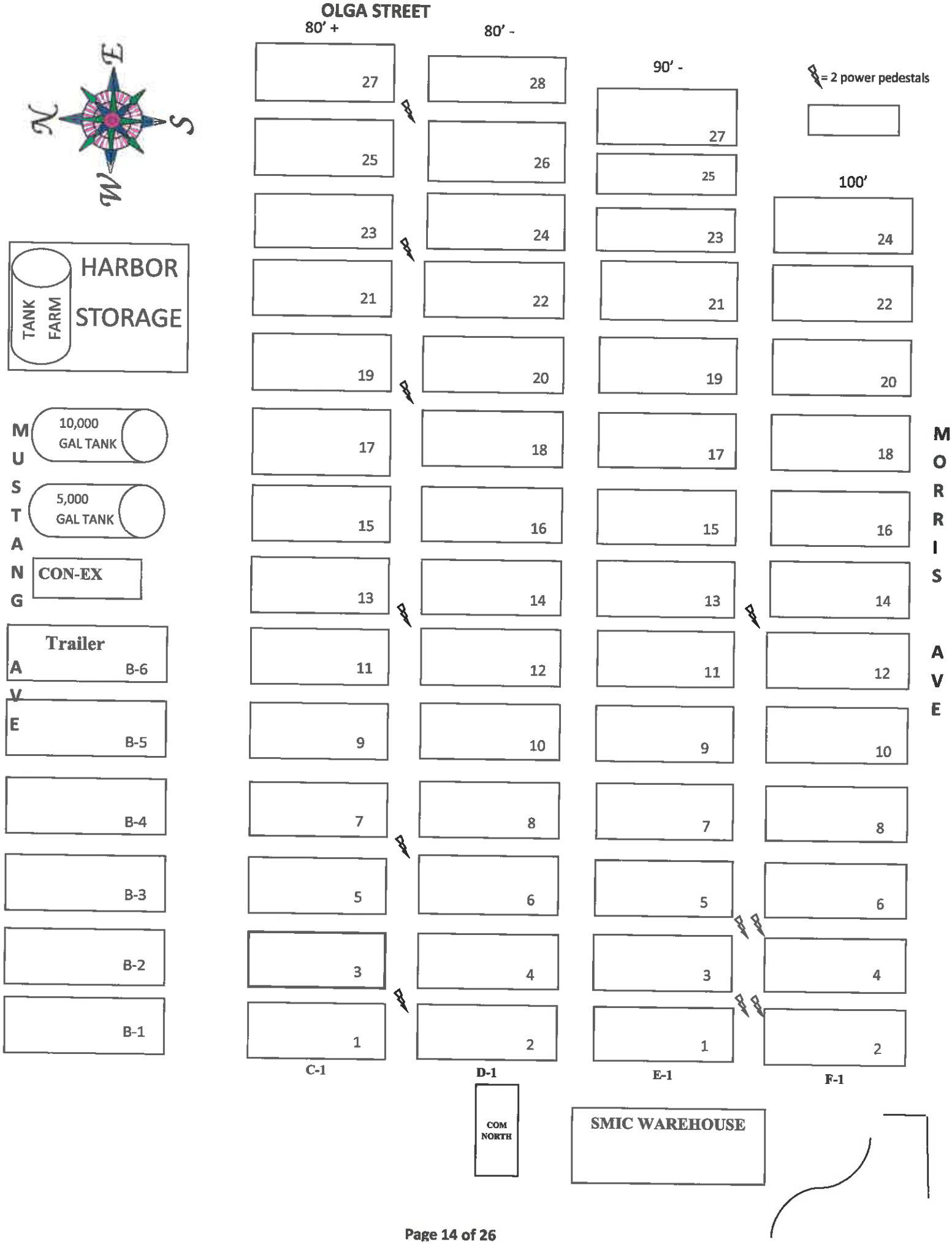
OLGA STREET
80' +
80' -
90' -
= 2 power pedestals
100'
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N
S
W
HARBOR STORAGE
TANK FARM
MUSTANG AVE
10,000 GAL TANK
5,000 GAL TANK
CON-EX
Trailer
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B-5
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MORRIS AVE
COM NORTH
SMIC WAREHOUSE

UPLANDS STORAGE AGREEMENT

Seward Boat Harbor
P.O. Box 167, Seward, Alaska 99664
Telephone: (907) 224-3138 Fax: (907) 224-7187

Name of Vessel:_____ **Length:**_____

Owner:_____

Address:_____ **Phone#**_____

CITY:_____ **State:**_____ **Zip:**_____

ESTIMATED RETURN TO WATER_____

CHARGES

$0.10 cents per foot per day on overall length of vessel plus 7% sales tax.

AFTER ONE YEAR:
$0.20 cents per foot per day on overall length of vessel plus 7% sales tax.

THE FOLLOWING TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION THAT MAY AFFECT YOUR LEGAL RIGHTS. YOU MUST READ THE FOLLOWING MATERIAL BEFORE SIGNING THIS AGREEMENT.

Owner's Responsibilities. Owner agrees that, if City assigns Owner the use of storage space, and Owner or Owner's agent or employee fails to comply with the terms of this agreement, the City Code, or the Harbor Tariff, the City may take any action authorized by the City Code or the Harbor Tariff including, but not limited to, terminating Owner's right to use the storage space, removing the Vessel from the storage space at Owner's risk and expense, and/or impounding and disposing of the Vessel with Owner bearing all risk and expense of impoundment and disposal. Owner agrees further that: (1) Owner is solely responsible for providing and maintaining material used in blocking the Vessel and that such material is Owner's property, is considered part of the Vessel, and must be removed from City property before this agreement will be considered terminated; (2) Owner is solely responsible for directing the positioning or placement of blocking and positioning of the Vessel on the blocking, provided, however, that the City may, at the determination of the operators of the lifting machinery, refuse to release the Vessel if there is inadequate blocking or any other condition that presents a danger to adjacent boats or persons; (3) under no circumstances will the City, its employees, or agents be responsible for directing placement or positioning of blocking; (4) City's personnel will not be requested or required to go onto or into the Vessel at any time; (5) Owner will immediately notify the harbormaster if Owner sells or transfers possession of the Vessel and will inform the harbormaster of the identity of the new Owner; and (6) City shall not be held responsible or liable for inspecting, maintaining, repairing, safekeeping, providing security for, or assuring the condition of the Vessel.

Payment of Fees. Owner agrees to pay storage charges, as set forth above, and as may be amended from time to time by the Harbor Tariff and fees for any service that Owner or Owner's agent or employee orders or that is necessary in an emergency to protect any facility within the harbor, adjacent boats, and/or the Vessel from damage. Owner understands that failure to pay assessed charges or fees may result in impoundment of the Vessel and Owner hereby agrees that unpaid charges shall become a lien against the Vessel and hereby confesses judgment for same, plus all reasonable costs and attorneys' fees that are incurred in the collection.

Rental Agreement Only. Owner agrees and understands that this agreement is a storage space rental agreement only, and that by accepting this application and assigning to Owner the use of storage space the City is not accepting the Vessel for storage; the relationship between the parties is simply that of landlord and tenant. Unless the Vessel is formally impounded by the City as authorized by the City Code, the Vessel shall at all times remain in the exclusive possession and control of the Owner and the City is not acting, and shall not be held liable in any manner, as a warehouseman or a bailee.

Limitation of Liability. City shall not be liable for any loss or damage hereunder from any cause whatsoever, except and to the extent SOLELY caused by City's own negligence or intentional misconduct. City disclaims any and all other liability, whether for negligence or other tort, in contract or otherwise and specifically disclaims any warranty of whatsoever kind or nature including, but not limited to, any warranty of workmanlike service or performance. The liability of City for damages caused solely by its own negligence or intentional misconduct shall be limited to the reasonable cost of repairing the Vessel. Owner assumes all responsibility for any and all other claims or damages otherwise resulting including, but not limited to, claims by owner or third-parties for property damage, personal injury or death, pollution or discharge of a polluting or hazardous substance (together with clean-up, removal, and remediation of same); as well as any direct, indirect, special, consequential, or commercial damages, claims for loss of profits or earnings, or other claims or damages of whatever kind or nature.

Owner's Obligation to Defend, Hold Harmless and Indemnify. Owner hereby releases and agrees to defend, hold harmless, and indemnify the City and its officers, employees, and agents from and against any and all losses, claims, demands, actions, damages, liabilities, or expenses of every kind, character, and nature whatsoever (including, but not limited to, personal injuries, death, environmental contamination, property damages, or employee liability) arising out of, resulting from, or in any way related to performance under this agreement or to the use of storage space by Owner or Owner's agent, employee, invitee, or guest except where liability for same is caused solely by the City's own negligence or intentional misconduct. Defense shall include payment of actual attorney's fees and costs. Owner waives any right of subrogation against the City, which might otherwise arise upon payment of a loss by Owner's insurers.

I have read and do accept the terms and conditions for boat storage as set forth above. I also understand the charges as set forth at right and agree to pay these charges in a timely manner.

Signed: _____ Date: _____

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BOAT LIFT AGREEMENT

Seward Boat Harbor • PO Box 167, Seward, Alaska 99644 • Telephone: (907) 224-3138 Fax: (907) 224-7187

Name of Vessel: _____ Length: _____ ID Number: _____

Weight of Boat _____ Type of Keel (sail boats only) _____

Name of Owner ☐ Operator ☐ Agent ☐ _____ Phone: _____

Address _____ City _____ State _____ Zip _____

The above referenced boat is to be:

_____ Removed from water to _____

_____ Placed into water from _____

_____ Placed into trailer from _____

_____ Reblocked in yard

DATE Lifted _____

DATE Launched _____

DATE Placed on Trailer _____

DATE Reblocked _____

Special instructions _____

_____

_____

_____

Account # _____ 50 - TON ☐ 330 - TON ☐ Estimated Return to Water: _____

Lift

Operator(s) _____

Reg. _____ + O.T. _____ = Total Hrs. _____

Reblock

Operator(s) _____

Reg. _____ + O.T. _____ = Total Hrs. _____

Launch

Operator(s) _____

Reg. _____ + O.T. _____ = Total Hrs. _____

Charges

	Lift Hour(s)____	Additional Time or Reblock Hour(s)____	Launch Hour(s)____	Additional Time or Reblock Hour(s)____
Base Rate $				
Over 50' $ for 50 ton				
Over 55' $ for 330 ton				
O.T. Lbr $				
Sales Tax $				
Total $				

I have had the opportunity to read the "Boat Lift Use of Terms and Conditions" as they appear on the reverse side of this form, and I do accept and agree to those terms and conditions. **Must have two adults on boat entering or leaving lift pit.**

Signed _____ Date _____

BOAT LIFT USE TERMS CONDITIONS

Vessel owner ("Owner") hereby requests the use of the boat lift owned and operated by the City of Seward ("City") for the purpose of the lifting and/or transporting the vessel described on this application ("Vessel") as directed by Owner. Owner agrees to be bound by all terms and conditions of this agreement as set forth below as well as all applicable City Code and The Port and Harbor Tariff Regulations.

The following terms and conditions contain important information that may affect your legal rights. You must read the following material before signing the agreement.

Owner's Responsibilities. Owner agrees to have two adults available on site at all times preparatory to and during the move or lift of the Vessel and agrees that City's personnel will not be requested or required to go onto or into the Vessel at any time. Owner agrees that Owner is solely responsible for placing and positioning all lifting slings and for ensuring that lifting slings are properly positioned prior to any lift or movement of the Vessel. Owner agrees that Owner is solely responsible for providing and maintaining all blocking, cribbing or trailers that may be used to support, store, carry, or transport the Vessel. Owner also agrees that Owner is solely responsible for directing the positioning or placement of blocking or cribbing and for positioning the Vessel upon any trailer: under no circumstances will the City, its employees, or agents be responsible for directing placement or positioning of lifting slings on the Vessel's hull, or specifying the manner in which the Vessel is blocked, stored, placed, or positioned on any trailer, provider, however that the City may, at the determination of the operators of the boat lift, refuse to release the Vessel if it is considered to have inadequate blocking or cribbing or present a danger to adjacent boats or persons.

Payments of Fees. Owners agrees to pay all charges incurred for the use of the boat lift **in advance**.

Rental Agreement Only. Owner agrees and understands that this agreement is an equipment rental agreement only, and that by agreeing to provide use of the City's boat lift the City is not accepting possession or control of the Vessel; the relationship between the parties is simply that of lessor and lessee. The Vessel shall at all times remain in the exclusive possession and control of the Owner and the City is not acting, and shall not be held liable in any manner, as a subcontractor or bailee.

Limitation of Liability. City shall not be responsible or liable for any loss, damage, or injury, hereunder from any cause whatsoever from any cause whatsoever, except and to the extent solely caused by City's own negligence or intentional misconduct. City disclaims any and all other liability, whether for negligence or other tort, in contract or otherwise, and specifically disclaims any warranty of whatsoever kind or nature including, but not limited to, any warranty of workmanlike service or performance. The liability of City for damages caused solely by its own negligence or intentional misconduct shall be limited to the reasonable cost of repairing the Vessel. Owner assumes all responsibility for any and all claims or damages otherwise resulting including, but not limited to, claims by Owner or third-parties for property damage, personal injury or death, pollution or discharge of a polluting or hazardous substance (together with cleanup, removal and remediation of same) as well as any direct, indirect, special, consequential, or commercial damages, claims for loss of profits or earnings, or other claims or damages of whatever kind or nature.

Owner's Obligation to Defend, Hold Harmless and Indemnity. Owner hereby releases, and agrees to defend, hold harmless, and indemnify City and its officers, employees, and agents from and against any and all losses, claims, demands actions, damages, liabilities or expenses of every kind, character, and nature whatsoever (including, but not limited to, personal injuries, death, environmental contamination, property damages, or employee liability) arising out of, resulting from, or in any way related to performance under this agreement, except where liability for same is caused solely by the City's own negligence or intentional misconduct. Defense shall include payment of actual attorney's fees and costs. Owner waives any right of subrogation against the City which might otherwise arise upon payment of a loss by Owner's insurers.

PROTECTIVE LAYER UNDER THE BOAT BLOCKING - A FULL SIZE LAYER MUST BE PLACED UNDER THE BLOCKING OF THE BOAT IN ORDER TO CONTAIN PAINT CHIPS, SAND BLASTING MATERIAL, SPILLAGE, AND PREVENT FIREHAZARDS ETC.

Recommendations: Filter Fabric and Reinforced Poly

I, _____ understand that before my boat _____is
(PRINTED NAME)

blocked in the SMIC yard I will place a layer large enough to cover the outside perimeter of the vessel. I understand that this is a requirement as mandated by the State Department of Environmental Conservation through the City of Seward.

SMIC Tarp Tacks must be used to hold protective layer in place while boat is in the SMIC Yard.

The tarp tacks can be purchased or built by the crew and must measure at least 6 inches square plywood (a minimum of ½ inch plywood) with a 6 inch spike thru the center that will secure the filter fabric in place. I understand rocks or dunnage will not be used to secure tarp.

Owner: _____ Date: _____

~this section for office use only~

Account number:_____

☐ *Checked by* _____
(Harbor Personnel)

☐ *Copy to boat owner*
☐ *Copy in SMIC boat work file*

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WORK PLAN FOR SMIC UPLAND BOAT WORK POLICY

NAME OF BOAT_____

TYPE OF WORK PLANNED_____

_____

_____

_____

_____

WHO WILL BE DOING THE WORK?_____

PRE-APPROVED CONTRACTOR?_____

ESTIMATED COMPLETION DATE_____

_____

IF THIS IS TO TAKE LONGER, I WILL NOTIFY THE SEWARD BOAT HARBOR @ 224-3138.

RESPONSIBLE PARTY:_____

DATE _____

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CITY OF SEWARD
P.O. Box 167
1300 4th Avenue
Seward, Alaska 99664

Harbor Department
907.224.3138 907.224.7187 fax
harbormaster@cityofseward.net
www.cityofseward.net/harbor

PEDISTAL # _____

(SMIC) SEWARD MARINE INDUSTRIAL CENTER UTILITIES APPLICATION

$200.00 DEPOSIT REQUIRED

PHONE 907-224-3138 FAX: 907-224-7187

Applicant Information

PLEASE PRINT

NAME OF OWNER : _____ Date: _____
Last *First* *M.I.*

Address: _____
Street Address *Apartment/Unit #*

_____
City *State* *ZIP Code*

PHONE HOME_____ WORK_____ CELL _____

NAME OF APPLICANT *(IF OTHER THAN OWNER)* _____

BOAT NAME_____

E-MAIL: *(PLEASE PRINT)*_____

(PLEASE INITIAL)

_____I understand all utility bills will be mailed/e-mailed to the name and address on the account that utilities are provided.

_____ I understand that I must notify the Seward Harbormasters office in writing or in person when I wish to discontinue utility service. Failure to do so on my part does not relieve me of responsibility for service costs for utilities at the above location after I leave.

_____ by signing below I certify that the above information is accurate.

_____ I further certify that I have no outstanding debits of any kind with the City of Seward. If it is discovered that I do have outstanding debits with the City of Seward, I understand and agree that our utilities may be subject to termination and I agree to pay all debts and fees owed to the City of Seward prior to service being reconnected.

_____ _____
APPLICANT SIGNATURE DATE

****OFFICE USE ONLY****

DEPOSIT REQUIRED: $200.00 DEPOSIT PAID $_____DEPOSIT#_____

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Yard Cleanup Checklist

Total removal and proper disposal of all synthetics (man-made materials) required in this yard. All natural materials used (wood, rocks) must also be returned to where it originally came from. Some items to remember:

Natural Items

Rocks
Wedges
Balancing Blocks
Stained Dirt & Soil

Synthetics

Tarp Removal and Disposal
Chipped Paints & Zincs
Sandblast Dust
Waste Oils & Liquids
Fiberglass
Glass
Boat Repair Items; Bolts, Nuts, Washers, Welding Rods etc.
Scrap Metals

"YARD MUST LOOK CLEANER THAN WHEN YOU ARRIVED!"

SMIC Vessel Wash Down Pad
Rates and Rules

1. The purpose of the Wash Down System is to clean boat bottoms and to collect harmful chemicals and/or invasive biological species.
2. No pressure washing will be allowed in the SMIC boatyard other than on the pad. The only exception will be boats that are hauled out on the shiplift.
3. The Harbor employees will set up the wash water recycling system and two diesel pressure washers at the pad.
4. The pressure washing will be performed by private personnel- either vessel owners and crew or licensed and insured vendors. Currently, the approved vendors are Storm Chasers, Raibow, Catalyst Marine and Seward Ships Dry Dock.
5. Pressure washing is mandatory for all boats hauled out that are to be blocked on City land. Pressure washing is optional if a vessel is to be placed on privately leased land and the lessee has a valid Stormwater Pollution Prevention Permit. There is a one hour minimum. Additional time, over the initial hour, will be billed in 15 minute increments.
6. The Harbormaster, or his designee, shall have the authority to waive the mandatory pressure washing requirement. For example, a vessel owner may request a waiver if the vessel will be hanging in the boat lift slings for short in and out maintenance such as: prop repair/replacement, shaft work, stuffing box, and inspections. Each waiver request will be evaluated based on scope of work to be performed.
7. If the vessel owner asks to wash the entire boat bottom, including beneath the slings of the boat lift, the Harbor employees have blocks for that purpose. The Harbor employees will carefully set the boat's keel on blocks during the pressure washing operation.
8. The pressure washing equipment is portable and will be stored inside away from freezing weather. During severe or extended freezing weather the Wash Down pad may be temporarily or seasonally shut down.
9. If for whatever reason, the wash down system is not useable, the Harbor will allow the facility to be used at another time at the same hourly rate stated below, no additional lift rates will be charged. The harbor will include 30 minutes of time, not charged to the customer, to allow for lifting the boat, moving it to the pad, and re-blocking the boat in the yard at the end of the wash.
10. Vessel personnel must remove all debris scraped/washed off of vessel and properly dispose of debris.

Rates

The Wash Down Pad rate is based on Length Overall of vessel and is $2.50 per foot per hour with a one hour minimum. Additional time will be billed out in 15 minute increments at $0.63 (sixty three cents) per foot.

If additional cleaning of pad is necessary by City personnel, the customer will be billed the hourly labor rates as approved in the Seward Port and Harbor Tariff, Section 225 (b)(3).

SIGN _____ DATE _____

SMIC WORK COMPLIANCE

City of Seward – Harbor Department

DISPLAY AT WORK SITE

☐ **SMIC POLICY PROVIDED**

☐ **Work Plan on File**

☐ **Insurance on File**

☐ **Upland Storage Agreement**

☐ **Hold Harmless Agreement**

☐ **Power Meter #_____**

☐ **No Camping**

BOAT NAME_____

Owner's Name_____

Contractor_____

Work Period _____

Issuing Person: _____

_____

Norm Regis, Harbormaster

☐ **HOTWORK PERMIT ISSUED**