

DRAFT - Requirements for Commercial Vessel Movement Operations within the Gary Paxton Industrial Park (GPIP)

Commercial Operator proposal

The Commercial Operator must provide a **Vessel Movement Plan** that includes:

1. **Equipment Specifications:**
 - a. Equipment make and model
 - b. Equipment dimensions (length, width, height)
 - c. Load weights and tire pressures when fully loaded
 - d. Certification of operator competency for heavy equipment
2. **Movement Route and Work Area:**
 - a. A scaled **map** showing travel paths, turning radii, and staging areas
 - b. Identification of potential conflict points with other tenants or infrastructure
3. **Schedule and Coordination Plan:**
 - a. Proposed dates and times of vessel movements
 - b. Coordination plan with CBS staff to ensure safe access control
4. **Emergency Response Plan:**
 - a. Contact list and immediate spill response procedures

Use of GPIP Common Areas

The Operator shall, subject to compliance with rules and regulations which the CBS may adopt from time to time regarding use of the Common Areas within GPIP, as that term is defined below, have non-exclusive use to the GPIP Common Areas in common with other tenants of GPIP and the public. The CBS shall have the exclusive control and management of the Common Areas within the GPIP, and shall have exclusive right and authority to adopt, modify, and enforce reasonable rules and regulations for the management, safety, care and use of the Common Areas by tenants and owners of properties within GPIP. Use of Common Areas shall be by written authorization of the City and Borough of Sitka (CBS). The CBS may suspend or limit access during unsafe conditions, maintenance, or conflicting operations.

Common Areas

The term Common Areas means all areas and facilities outside the Shipyard Properties situated within the GPIP that are provided and designated for general use and convenience of other tenants and owners of GPIP properties, together with their respective agents, and employees, customers, and invitees. Common Areas include, but are not limited to, pedestrian sidewalks, roadways, access easements as designated on GPIP plats, buried and exposed utility lines, parking areas, ramps, retaining walls, lighting fixtures, signage, water filtration systems, docks, piers, piling, and restrooms. The CBS shall have the authority to change the location of or otherwise alter or modify

any and all of the improvements that comprise the Common Areas.

The Operator's Obligations

The Operator shall operate in compliance with all OSHA regulations, including fire safety and confined space requirements.

The Operator shall be responsible for all costs to repair and replace damage caused by the Operator's use of the Common Areas. Operator transporting and moving boats/vessels (Boats) across Common Areas, specifically access easements and roadways, the Operator shall submit to the Public Works Director for the CBS a detailed Load Limit and Remediation Plan prior to moving Boats to and from a designated location adjacent to the Shipyard on to Common Area roads, access easement or rights of way within GPIP.

The Load Limit and Remediation Plan shall provide the CBS with detailed information regarding the"

- (i) "Load bearing capacity" of the travel lift or other mechanical devices or means used by the Operator to move Boats across Common Areas,
- (ii) engineer's determination of the road limits of the Common Areas to be used by the Operator in moving Boats between Shipyard Properties,
- (iii) remediation plan proposed by the Operator to prevent damage to the Common Areas on which Boats are moved/transported between Shipyard Properties, and
- (iv) design plans of engineers to reinforce Common Areas sufficient to prevent damage to the Common Areas from moving/transporting Boats on the Common Areas.

The Operator shall be responsible for all costs that may be incurred to provide CBS with the information requested herein relating to the load bearing capacity of the Common Areas and plan to reinforce the Common Areas if necessary to prevent damage to the Common Areas from moving/transporting Boats across the Common Areas; and, the Operator shall be responsible for all costs incurred to repair, replace, and reconstruct Common Areas damaged from moving/transporting Boats across the Common Areas by the Operator. In addition, the Operator shall be responsible for the cost to maintain the roadways within the Common Area in a safe and good condition; and, shall maintain all utilities, whether exposed or above ground, that are located within the Common Areas, including water, sewer and electric utilities, in safe and good condition, ordinary wear and tear excepted.

Engineering reports and plans required under this section must be signed and stamped by a registered professional engineer licensed in Alaska.

The Operator shall provide and maintain appropriate traffic control, signage, and spotters during vessel movements.

INSURANCE

Operator are required to obtain the following insurance requirements.

A. Type of coverage (may include umbrella):

1. Minimum Scope of Insurance
 - a. Commercial Marine Liability
 - b. Commercial Automobile Liability Insurance
 - c. Umbrella Liability
 - d. Pollution Liability (if not covered by umbrella liability policy)
2. Minimum Limits of Insurance Operator shall maintain limits no less than:
 - a. Commercial Marine Liability: \$1,000,000 combined limit per occurrence for bodily injury and property damage claims. The general aggregate limit shall be \$2,000,000.
 - b. Commercial Auto Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - c. Umbrella Liability Insurance: The Operator shall procure and maintain during the life of this Agreement umbrella liability insurance, not less than \$5,000,000 combined single limit per occurrence and aggregate for bodily injury and property damage claims arising from all operations related to this Agreement
 - d. Pollution Insurance (if not covered by umbrella liability policy): \$2,000,000 combined single limit per loss applicable to bodily injury, property damage, cleanup costs and defense. Coverage shall apply only to sudden and accidental pollution conditions. The Operator shall not be required to maintain coverage for gradual pollution conditions. The Operator shall be responsible for securing an annual environmental survey of the Shipyard Facility by the Alaska Department of Environmental Conservation, or another qualified regulatory authority as agreed by the Parties, to identify any gradual pollution issues (e.g. primary blasting media, paint chips, etc.). Operator shall remediate any issues identified in such annual survey to the extent such issues are caused by the Operator, and such remediation shall be subject to the Operator's indemnity obligations.

B. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1. Commercial Marine Liability and Automobile Liability, Umbrella and Pollution (if applicable).

- a. The City and Borough of Sitka, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Operator, products and completed

operations of the Operator, premises owned, occupied or used by the Operator, or automobiles owned, leased, hired or borrowed by the Operator. The coverage shall contain no special limitation on the scope of protection afforded to the City and Borough of Sitka, its officers, officials, employees and volunteers.

b. The Operator's insurance coverage shall be primary insurance as respects the City and Borough of Sitka and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City and Borough of Sitka, its administrators, officers, officials, employees and volunteers shall be excess of the Operator's insurance and shall not contribute to it.

c. The Operator's insurer shall agree to waive all rights of subrogation against the City and Borough of Sitka, its officers, officials, employees and volunteers for losses arising from work performed by the Operator or any subcontractor for the City and Borough of Sitka.

2. Employer's Liability. The Operator's insurer shall agree to waive all rights of subrogation against the City and Borough of Sitka, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Operator or any subcontractor for the City and Borough of Sitka.

3. All Insurance. Each insurance policy required by these requirements shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice for nonpayment of premium or fraud on the part of the Operator or sixty (60) days prior written notice for any other reason by certified mail, return receipt requested, has been given to the City and Borough of Sitka. Such notice shall be mailed by the Operator's insurer(s) to the attention of the Municipal Administrator for the City and Borough of Sitka.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-: VII

D. Verification of Coverage. The Operator shall furnish the City and Borough of Sitka with approved certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage.

INDEMNITY

The Operator shall agree to indemnify, defend, and hold the City and Borough of Sitka and its administrators, officers, agents, employees, volunteers and servants harmless from and against any and all claims, demands, actions, losses, expenses, and liabilities for, or related to, loss of or damage to property or injury to or death of any person relating to or arising or resulting in any way from the performance by the Operator or any of its

subcontractors, or the work or services provided or the condition or use thereof, excepting only such loss, damage, injury or death which results solely from the negligence or willful misconduct of the City and Borough of Sitka.

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