



Prince William Sound
Aquaculture Corporation
DEVELOPING SUSTAINABLE SALMON FISHERIES
FOR ALASKA AND THE WORLD

September 1, 2022

BARRIER SEINES SUPPORT VESSEL BID SOLICITATION

PWSAC is seeking to charter a vessel and diver for the support of the installation, maintenance and removal of barrier seines for the 2023, 2024 and 2025 salmon seasons. This vessel is needed as a support for the transportation of seines to Wally Noerenberg and Main Bay from their current location at AFK Hatchery.

Bid packets are available on the website www.pwsac.com or by calling Kat or Neil at 424-7511. PWSAC is seeking a three-year bid for this project.

Sealed Bid Sheets are due in the Cordova Office no later than 3:00 p.m. on October 1, 2022. Bids may also be submitted via email to neil.wright@pwsac.com.

Please feel free to call if you have any questions.

Sincerely,

Geoff Clark
General Manager

**DEVELOPING SUSTAINABLE SALMON FISHERIES
FOR ALASKA AND THE WORLD**

P.O. Box 1110 · Cordova, Alaska 99574
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www.pwsac.com

Prince William Sound Aquaculture Corporation

2023 - 2025 BARRIER SEINE AND DIVE SUPPORT VESSEL

SCOPE OF WORK

PWSAC shall provide:

- 1) All nets and anchor points needed for the proper installation of the barrier seine at Wally Noerenberg and Main Bay hatcheries.
- 2) Seine block for loading and unloading of barrier seine(s) from the AFK pier dock.

Contract vessel owners shall provide:

- 1) All accessory equipment to accomplish support operations including: Seiner Vessel with a minimum of a 26" seine block, seine skiff or other form of surface support.
- 2) Dive support equipment and at least (1) certified diver for installing rock bags and underwater anchors.
- 3) Working phone and VHF radio within coverage areas throughout the 2023-2025 summer seasons.
- 4) An experienced skipper. In addition, at least one (1) crewman during the transportation portions of the charter.
- 5) Insurance as stated in the attached contract.
- 6) Tools, materials, and supplies sufficient to maintain vessel during the charter period.
- 7) The ability to respond to PWSAC requests for installation and removal within a 48 hour period.
- 8) All equipment and crew will be made available to PWSAC with no other commitments during the charter period.

Tentative Schedule for Support Vessel: (Schedule will change due to actual timing of the adult return.)

Wally Noerenberg Barrier Net

- ❖ Deployment (Chum): on or before June 1.
- ❖ Removal, cleaning and redeployment (Pink): July 15.
- ❖ Weekly inspection dives: July 21 through August 25.
- ❖ Removal (Pink): September 1.

Main Bay Barrier Net

- ❖ Deployment (Sockeye): on or before June 15.
- ❖ Removal (Sockeye): on or before July 15.
- ❖ Weekly inspection dives: June 15 – July 15.

If any inconsistencies exist between the General Scope of Charter and the Contract, the Contract language shall take precedence.

Prince William Sound Aquaculture Corporation

2023-2025 REMOTE RELEASE SUPPORT VESSEL BID SHEET

- 1) OWNER NAME: _____
- 2) PERMANENT MAILING ADDRESS: _____

- 3) TELEPHONE NUMBER: _____
- 4) OWNER SOCIAL SECURITY NUMBER: _____
- 5) SKIPPER NAME: _____
CREWMEN NAME(S): _____
- 6) VESSEL NAME: _____
- 7) VESSEL OFFICIAL DOCUMENTATION NUMBER: _____
- 8) VESSEL ADF&G NUMBER: _____
- 9) VESSEL LENGTH AND AGE: _____
- 10) FISH HOLD(S) SIZE (in cubic feet): _____
- 11) DAILY CHARTER BID: \$ _____ /DAY**

Signature of Owner

Date

**** PWSAC is not obligated to accept the lowest bid and expressly reserves the right to reject any and all bids for any reason.**

If any inconsistencies exist between the Bid Sheet and the Contract, the Contract language shall take precedence.

**TIME CHARTER CONTRACT INCLUDING PWSAC 2023-2025 BARRIER SEINE
SUPPORT VESSEL SPECIFICATIONS**

This contract is a time charter between the F/V _____ and Owner _____ (the “Owner”) and Prince William Sound Aquaculture Corporation (“PWSAC” or the “Corporation”).

The purpose of this time charter (“Time Charter” or the “Agreement”) is to support deployment, maintenance and removal of barrier seines in front of Main Bay and Wally Noerenberg hatcheries for the 2023, 2024 and 2025 salmon season(s).

1) Charter Period and Charter Rate

- A. The Charter Period shall continue from May 28th, 2023 to approximately - September 7th 2025, or at the option of the Corporation, until the completion of the project whether before or after Sept. 30th, 2025.
- B. During the Charter Period, as specified herein, the Corporation shall charter the Owner’s vessel the _____ (the “Owner’s Vessel” or “Charter Vessel”) fully equipped with skipper, crew and rigging and diver for the stipulated lump sum rate of \$ _____ per year of the contract (the “Charter Rate”).
- C. Payment shall be made to Owner within fourteen business days following completion of the Work or end of the Charter Period, whichever comes first. If multiple payments are made a partial payment will be made after barrier seine installations and the remaining balance will be paid after project completion.
- D. The Charter Vessel, including all its equipment as set forth below, as well as the skipper and crew shall be available to the Corporation during the Charter Period. Two call out support dives at MBH and four at WNH are included in the Contract. Additional dives will be performed at the rate of \$ _____ per callout.

2) Charter Obligations

- A. Owner shall deliver the Charter Vessel with captain and crew to the Corporation at the beginning of the Charter Period, fully-rigged, tight, staunch and strong, fully-licensed and operational for the purposes set forth in this Time Charter.
- B. Owner shall provide an experienced skipper both significantly experienced operating a vessel the size of the Charter Vessel and in navigation of waters of Prince William Sound during the Charter Period. The Owner shall also provide at least three additional Crew members and an experienced diver for the Charter Period. Crew members shall be provided at Owner’s expense.

- C. The Owner shall provide an experienced diver, with supporting equipment in the form of come-along(s), seine twine, float bags, rock bag anchors and all necessary dive gear for the proper installation of the barrier seine net at the time of deployment. Each lead line is to be sewn into the corresponding chain anchors which join the ends of the seine to the shore at each hatchery location.
- D. The Owner will perform all tasks necessary to support the Barrier Seine operation as requested by the Corporation. Owner's primary contact with the Corporation regarding these matters shall be a primary contact designated at the start of each season.
- E. Unless otherwise agreed in writing by the Corporation, this Time Charter includes all gear, machinery and equipment aboard the vessel at the time of inspection by the Corporation, and all equipment and crew will remain available to the Corporation full time for the duration of the Charter Period provided, however, that nothing stated in this Time Charter shall be construed as a demise of the vessel to the Corporation. The Owner shall remain responsible for the navigation of the vessel, insurance, crew and all other matters, the same as when working for its own account
- F. During the Charter Period, the Charter Vessel will be primarily engaged in the movement and placement and removal of barrier seines in front of Main Bay and Wally Noerenberg Hatcheries. The Charter Period will encompass four distinct phases of the Barrier Seines project: (1) initial setup which will include transportation of equipment from AFK to Main Bay and Wally Noerenberg; (2) installation; (3) in-season maintenance and repairs; and (4) end of project seine removal and placement on AFK pier dock. Seines and the associated equipment will be located at AFK Hatchery where they are to be stored on pallets on the end of the pier.
- G. Owner shall be informed and instructed by their PWSAC designated contact of the exact support duties to be performed; provided, however, that the manner of operation and navigation of the vessel shall remain in Owner's exclusive control.
- H. Owner shall work diligently to complete all assigned support duties within the expected time schedule.

Estimate Time Schedule:

Wally Noerenberg Barrier Net

Deployment (Chum): on or before June 1st

Removal (Chum): July 15th

Removal, cleaning, and redeployment (Pink): July 15th

Removal (Pink): September 1st

Weekly inspection dives: July 21st – August 25th

Main Bay Barrier Net

Deployment (Sockeye): on or before June 5th

Removal (Sockeye): on or before July 15th

Weekly inspection dives: June 15th – July 15th

- I. During the Charter Period, both parties will make every effort to see that execution of the contract will not coincide with common property fishing openers, however, Corporation needs will take prior over openers in situations of direct conflict. The Owner will be expected to make available the F/V _____ and crew for carrying out any portion of the Contract within a twenty-four [24] hour period. Failure to reasonably accommodate any ask made by the Corporation will be documented and a penalty of \$_____ per day will be applied for nonperformance. Multiple occurrences will be grounds for termination with cause and will be addressed on a case by case basis.
- J. While on any Corporation property or facilities, including hatchery grounds, the Owner and crew shall read, sign for, and abide by the rules and regulations governing PWSAC hatchery employees.
- K. Owner agrees to pay all wages and withholding taxes for the Charter Vessel captain and all crew. Except as noted below, Owner shall pay for all other Charter Vessel provisions necessary to operate the Charter vessel and perform its duties under this Time Charter, including without limitation all necessary lube oils, hydraulic oils and greases required, together with everything else needed to operate the Charter Vessel.
- L. Fuel expenses are the responsibility of the Charter Vessel owner as part of the vessel daily rate.
- M. Owner is responsible under this Time Charter for all licenses and permits required for the Charter Vessel to operate.

3) Termination for Cause

- A) Time is of the essence during the Charter Period. In the event the Charter Vessel is detained or is rendered inoperable for any reason for a period of twenty-four [24] hours or more, the Corporation may, at its option, terminate this Time Charter without further obligation to the Owner. If, however, the Corporation elects to continue the Time Charter, it shall have the right to hire a substitute vessel, and skipper and crew if necessary, to continue the support operations. Owner shall be responsible for any costs incurred by the Corporation in excess of the sum of work under the original Time Charter.

- B) The Corporation may also terminate this Time Charter for cause without obligation to the Owner, even in the absence of breakdown by the Charter Vessel under paragraph 7(A), in the event of:
- (1) A material breach of this Time Charter contract by Owner; or
 - (2) A decision by the Corporation after inspection of the Charter Vessel or equipment that there exists a significant risk of breakdowns or threat to fish health; or
 - (3) The failure to maintain an experience skipper or approved crew on the Charter Vessel as specified in this Time Charter.
- C) In the event of a termination for cause under this paragraph 7, the Corporation shall be entitled to recover its actual damages, if any, from the Owner.

4) Termination without Cause

- A) The Corporation may terminate this Time Charter without cause and for its own convenience without liability to Owner by mailing written notice of its intent to cancel the Agreement at least thirty (30) days before commencement of the Charter Period.
- B) The Corporation may terminate this Time Charter without cause and for its own convenience with less than thirty (30) days' notice, but before the Charter Period begins, by mailing written notice of its intent to cancel the Time Charter. Under such circumstances, the Corporation shall pay Owner liquidated damages of \$2,000.00, which shall satisfy any and all claims, monetary or equitable, which Owner may have for the Corporation's termination of the Time Charter.
- C) The Corporation may terminate this Time Charter without cause and for its own convenience during the Charter Period by mailing written notice of its intent to cancel the Time Charter. Under such circumstances, the Corporation shall pay Owner liquidated damages of \$5,000.00. In addition, for any period of time the Charter Vessel may have actually been in service on the daily Charter Rate, the Corporation will pay the Owner at the daily Charter Rate for work performed, including any applicable reimbursements, such as fuel costs as addressed above. Any such payment plus the liquidated damages shall be in satisfaction of any and all claims Owner may have against the Corporation for termination of the Time Charter.

5) Insurance and Indemnification

- A. Owner(s) shall obtain hull insurance with a policy limit of not less than the full value of the vessel and crew liability insurance (P&I) with a policy limit of not less than \$1,000,000, at his or her own expense, The Corporation shall be an additional

named insured on all such insurance policies, which shall also include a waiver of subrogation rights against the Corporation. Evidence of such insurance, satisfactory to the Corporation, must be presented prior at least five days prior to commencement of the Charter Period.

- B. To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless the Corporation and its officers, agents and employees from and against all claims, losses, damages and expenses arising out of or resulting from the performance of this Agreement, regardless of whether or not such claim, loss, damage, or expense is caused in part by a party indemnified hereunder, or arises by or is imposed by law without regard to the negligence of any such party.
- C. The Corporation will not be responsible for any loss or damage to the Charter Vessel and Owner(s) accept all risk that the minimum amount of insurance required by this paragraph or the insurance actually obtained by Owner(s) is insufficient. Any damage to the Corporation's dock, pens, or other property, as well as the property of third parties, will be the sole responsibility of Owner(s).
- D. Owner agrees that this Agreement is a time charter only, and that the Corporation has no legal responsibility for the navigation, operation or liabilities of the Charter Vessel. The Owner will not have any right of recovery or subrogation against the Corporation on account of any loss or damage to the Charter Vessel, her machinery, appurtenances, or equipment, or on account of payments made to discharge claims against or liabilities to third parties of the vessel or the Owner. All losses, damages, or other liabilities which are not covered by insurance shall be paid for by the Owner.
- E. The Owner is an independent contractor and under no circumstances shall be deemed to be an agent or employee of the Corporation.

6) **Miscellaneous**

- A. The Corporation will furnish the Owner an IRS Form 1099 to report income.
- B. The Owner shall make available for inspection by the Corporation all equipment to be used as part of its performance under this Agreement prior to commencing service under this Agreement.
- C. Neither party will, without written consent of the other, sell, transfer or assign this Agreement or any interest in it, or make any arrangements for its obligations under this Agreement to be performed by any third party.
- D. The headings throughout this Agreement are for reference purposes only and will not be construed or considered in interpreting the terms and provisions of this Agreement.

- E. No failure or delay by any party in exercising any right under this Agreement will operate as a waiver of that right, nor will any partial exercise of a right preclude any further exercise of that or any other right.
- F. In the event any clause of this Agreement shall be deemed as void as against public policy or determined to be otherwise unenforceable, all other parts of the Agreement not so affected shall remain effective and binding, unless the deletion shall cause this Agreement to fail its essential purpose.
- G. This Agreement shall be governed by and construed in accordance with Alaska law.
- H. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties and may not be changed except by written amendment. Owner acknowledges and agrees that he understands this Agreement, that he has discussed it with the Corporation and has had an opportunity to have it reviewed by a lawyer.
- I. Nothing contained in this Agreement shall be deemed to prohibit or deny Owner or the Corporation the benefit of all limitations of, and exemptions for, liability to third parties available to owners, charters and operators of vessels.
- J. The Corporation shall not be held responsible for and shall be excused from performance arising from acts of God or nature, military operations, war, fire, flood, major oil spills, strikes, lockouts or other labor difficulties, actions of government, or from any other causes beyond the reasonable control of the Corporation.
- K. All notices under this Agreement shall be in writing and shall be delivered in person or sent by Certified Mail, Return Receipt Requested, at the addresses set forth below:

OWNER:

SS# or Fed.ID#:

CORPORATION: Prince William Sound Aquaculture Corporation
P.O. Box 1110
Cordova, Alaska 99574-1110

DATED:

Owner

PRINCE WILLIAM SOUND
AQUACULTURE CORPORATION

DATED: _____

By: _____