



## DISTRICT OF PORT HARDY REQUEST FOR PROPOSALS

### Wharf Management, Administrative and Maintenance Services Contract



The District of Port Hardy invites proposals to supply management, administrative and maintenance services for its harbour facilities including the Bear Cove Marine Recreation Site, Fisherman's Wharf, Seagate Pier, Seine Floats and Summer T-Float. The District is interested in innovative and creative proposals that will provide a future vision for its Hardy Bay facilities and stimulate marine related activities in the community.

The successful proponent will be required to enter into a contractual agreement with the District wherein the contractor will assume management, administrative and day-to-day maintenance services associated with the five facilities noted above, as well as the associated ancillary facilities such as parking lots, fish trays, boat ramps, etc. These services must be undertaken in a manner that complies with all applicable federal, provincial and municipal legislation and regulations.

A more detailed information package is available

- by email request to [general@porthardy.ca](mailto:general@porthardy.ca)
- on the District of Port Hardy website: [www.porthardy.ca/municipal-hall/staff/employment-bid-opportunities/](http://www.porthardy.ca/municipal-hall/staff/employment-bid-opportunities/)
- at the Municipal Hall, 7360 Columbia Street, Port Hardy

Sealed written proposals will be accepted by the undersigned up to 4:00 pm, Friday, April 28, 2017 delivered by hand to the District's Municipal Hall at 7360 Columbia Street, or by mail to the address listed below. Please note that proposals sent by email or facsimile will not be accepted. The envelope containing the proposal must be clearly marked as follows:

*TE-1220-20-509-2017 WHARF MANAGEMENT, ADMINISTRATIVE AND MAINTENANCE SERVICES CONTRACT*

The District reserves the right to reject any or all proposals and to accept the proposal that is deemed most favorable to the interests of the District.

Allison McCarrick, Chief Administrative Officer  
District of Port Hardy  
Box 68, Port Hardy, B.C. V0N 2P0  
Telephone: (250) 949-6665  
Email: [general@porthardy.ca](mailto:general@porthardy.ca)



## DISTRICT OF PORT HARDY REQUEST FOR PROPOSALS

### Wharf Management, Administrative and Maintenance Services Contract



#### TERM

The length of this contract is five (5) years with the terms and conditions reviewed annually.

#### PROPOSALS

The District stresses it is interested in innovative proposals that are designed to stimulate activities in its harbour operations. This package is for information only and should not be interpreted as being inclusive as to all elements that would necessarily be included as part of a contract that may result from undertaking this request for proposals process. The District is open to proposals with vision and creativity.

#### OVERVIEW

In 1988 the District of Port Hardy and the Department of Fisheries and Oceans signed an agreement that created the first Harbour Authority on the coast of British Columbia. This agreement, in basic terms, permits the District of Port Hardy to operate and manage the Department of Fisheries and Oceans' facilities (Fisherman's Wharf, Seine Floats and Summer T-Float), set the rates and fees, carry out basic maintenance while maintaining a relationship with the Department of Fisheries and Oceans Small Craft Harbours Branch. That relationship includes planning, major maintenance, upgrades and capital improvements.

The District has been proactive in harbour development over the years as it recognizes the importance of various facets of harbour facilities and services to the community. In this regard, there have been numerous upgrades, improvements and additions. As examples, the Seine Floats and associated upland areas underwent a major upgrade in 2010 with this project graciously supported by the Department of Fisheries and Oceans Small Craft Harbours Branch and Provincial funding sources. Another major project included the development of the Bear Cove Marine Recreation Site on the east side of Hardy Bay. It became operational in 2013 and provides boat launch and mooring services to the general public.

The District of Port Hardy charges various rates and fees at these facilities. Care and control of these facilities will be a key responsibility associated with this contract.

In June 2000, the District signed an agreement with Transport Canada under its divestiture program to take over the Seagate Pier. This is a completely different agreement from the Department of Fisheries and Oceans Harbour Authority and basically allows the District to take full control and ownership of the facility. Currently the Seagate Pier is operated and maintained with its own set of rates and fees.

The District of Port Hardy 2017 Harbour budget is \$ 348,770 which includes the wharf management contract, budgeted at \$135,000.

The District recognizes the harbour wharves and associated facilities as key components that play a vital role in the economic well being of the community and encourages proponents that share this vision to provide proposals.

The District reserves the right to reject any or all proposals and to accept the proposal that is deemed most favorable to the interests of the District.

A draft contract is attached for information only to assist in providing details related to background for proponents. This draft contract is subject to change.

**DISTRICT OF PORT HARDY**

**WHARF MANAGEMENT, ADMINISTRATIVE AND MAINTENANCE SERVICES  
CONTRACT**

THIS CONTRACT made the \_\_\_\_\_ day of \_\_\_\_\_, 2017

BETWEEN:

**DISTRICT OF PORT HARDY**

Municipal Hall  
7360 Columbia Street  
P.O. Box 68  
Port Hardy, British Columbia  
V0N 2P0

(the "District")

<b>DRAFT - For informational purposes only</b>
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AND:

(the "Contractor")

WHEREAS:

- A. The District desires to retain the services of a contractor to manage, administer and maintain its harbour facilities including the Bear Cove Marine Recreation Site, Fisherman's Wharf, Seagate Pier, Seine Floats and Summer T-Float, as well as the associated ancillary facilities such as parking lots, fish trays, boat ramps, etc., all located in Port Hardy, British Columbia (the "Facilities"), the location of which are generally shown in Schedule "A" to this Contract;
- B. The Contractor warrants to the District that it has the skills, expertise and experience necessary to provide the management, administrative and maintenance services sought by the District as contemplated in this Contract, in a professional and competent manner;

NOW THEREFORE IN CONSIDERATION of these premises, the services performed by the Contractor to the District, and the payments by the District to the Contractor, the Parties agree as follows:

1. APPOINTMENT

1.01 The District retains the Contractor to provide the services (the "Services") and the Contractor agrees to be retained to carry out the Services described in Schedule "B" to this Contract.

2. TERM

2.01 This Contract shall be in force for the period of time commencing on the XX day of XXXX, 20XX and terminating on the XX day of XXXX, 20XX (the "Term").

2.02 The Term of this contract may be extended by up to four years with mutual agreement in writing by the District and the Contractor.

2.03 If it is the intent of either party not to renew this contract after each year term, notice must be given by giving the other party notice in writing in accordance with section 14 herein, and the cancellation shall be effective ninety (90) calendar days after receipt of such notice.

3. SERVICES AND RESPONSIBILITIES OF THE PARTIES

3.01 The Contractor shall perform the Services for the District as specified in Schedule "B" to this Contract in a competent, diligent, efficient and professional manner.

3.02 The Contractor shall comply with and be subject to all applicable federal, provincial and municipal enactments. For certainty, this includes, but is not limited to, the *Fisheries and Recreational Harbours Act* R.S. 1985, c. F-24, and the *Marine Transportation Security Act* S.C. 1999, c. 40, as they may be amended or replaced from time to time, and all regulations enacted thereto.

3.03 The Contractor shall obtain and hold during the entire period of the Term, a valid and subsisting business license (the "License") issued by the District. The Contractor shall be responsible for paying all fees and charges imposed or charged in connection with the issuance of the License.

3.04 This Agreement is subject to the absolute discretion of the District to sell, lease or otherwise dispose of or alienate any or all of the interest or interests the District has in any or all of the Facilities, with sixty (60) days notice to the Contractor. The Contractor agrees that if any interest or interests of the District in any or all of the Facilities should be sold, leased or otherwise disposed of or alienated by the District, the Contractor will not have any right to payment, damages or compensation of any sort from the District, and will not make or assert any such claim or entitlement.

3.05 The District shall be responsible for and, when required, pay for the provision of water, sewage, refuse / waste collection and electricity services to the Facilities, as well as the removal of derelict vessels, all of which may be required for the provision of the Services as outlined in Schedule "B" to this Contract.

4. PAYMENT

- 4.01 The District will reimburse the Contractor for all disbursements and expenses incurred by the Contractor under this contract and will pay the fee for services as shown in Schedule “D” to this agreement (the "Fee"). The Fee shall be paid within 30 days of receipt by the District of a satisfactory invoice from the Contractor.
- 4.02 This Contract shall be reviewed annually on or in proximity to its commencement.
- 4.03 Subject to clause 4.04 of this Contract, the Contractor covenants and agrees that there shall be no additional fees paid to it by the District for the performance of the Services contemplated herein, unless the scope of these Services is changed with the prior written agreement between the Contractor and District, which agreement shall address the payment of additional fees to the Contractor by the District.
- 4.04 Upon request of the Contractor or the District, the Parties may agree that additional compensation will be paid by the District to the Contractor for the provision by the Contractor to the District of additional services (the “Additional Services”) in any year or years during the Term. Compensation for the Additional Services shall be subject to:
- a. written agreement by the Parties in advance of such compensation being provided specifying the nature and extent of the Additional Services; and
  - b. review of the compensation provided by the District for the Additional Services following their completion in any year of the Term.
- The Contractor agrees and covenants to the District that provision by the District of funding for Additional Services in any year does not and will not establish any entitlement to or basis for funding for Additional Services in any other year.
- 4.05 The District and the Contractor agree that the Contractor may approve reasonable expenditures within the confines of the District’s annual budget.

5. RECORDS/REPORTS

- 5.01 In connection with the provision of the Services, the Contractor will:
- a. establish and maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred in a form satisfactory to the District;
  - b. upon the request of the District, which may be verbal or written, fully inform the District of the work done and to be done by the Contractor in connection with the provision of the Services;
  - c. upon the request of the District, which may be verbal or written, provide the District at all reasonable times with access to all accounting records, documents and material, whether complete or otherwise, that have been produced, developed, received or acquired by the Contractor as a result of this Agreement (collectively the "Records"); and

- d. no later than the 15<sup>th</sup> day of each month, provide to the District a complete and accurate set of records as shown in Financial Duties of Schedule “B” to this Contract.
  - e. The District will provide the Contractor reasonable access to previous correspondence relating to current projects, infrastructure and development plans related to the Facilities.
- 5.02 The District will supply to the Contractor all office supplies deemed necessary by the District for the efficient operation of the facilities.
- 5.03 The Contractor covenants to and agrees with the District that the Records are the sole property of the District, and covenants that the Contractor shall immediately provide all of its copies of the Records to the District within 10 days of the termination of the Contract, regardless of the cause of termination, and will not cause any copies of the Records to be forwarded to or provided to any other person or entity, except as is required by law.

## 6. INDEPENDENT CONTRACTOR

- 6.01 This Contract is not an agreement of employment. The Contractor is an independent contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other. It is understood that this contract is strictly between the District and the Contractor and in no way shall be interpreted as an employment relationship between the District and the Contractor and their employees and/or its agents and/or their employees, and/or its Contractors and/or their employees. Should any differences arise between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees, they shall be resolved directly between them and the Contractor in this connection.
- 6.02 Nothing in this Agreement shall constitute or be deemed to constitute the Contractor or any of its directors, officers, employees or agents as a partner, joint venturer, co-owner or agent of the District, and nothing contained in this Agreement shall be construed to constitute the Parties as participants in a joint or common undertaking. Any and all persons engaged by the Contractor for the provision of the Services or the operations of the Contractor under this Agreement shall at all times be and are deemed to be employees, agents or contractors of the Contractor and not employees, agents or contractors of the District.
- 6.03 For the purposes of the work and services contemplated by this Contract, the District hereby designates the Contractor as Prime Contractor and both parties agree to the provisions contained in the Prime Contractor Agreement attached hereto as Schedule "E" – Prime Contractor Agreement. The Contractor will be responsible for compliance with all conditions and regulations under the Workers' Compensation Act (British Columbia), and for all assessments and levies which may be made there under with respect to its employees that are engaged in fulfilling the obligations of this Contract on its behalf, and, within 30 days of the date this Contract is executed, provide evidence to the District confirming that the Contractor is in good standing with respect to all assessments and levies payable by the Contractor under

the Workers Compensation Act (British Columbia).

- 6.04 The Contractor will implement instructions provided to it by the District with respect to the Services contemplated by this Contract.
- 6.05 The Contractor will supply, at its own expense, all labour, materials, tools, equipment, fuel, vehicles and approvals/licences/permits necessary to provide the Services, as outlined in Schedule “B” of this agreement.
- 6.06 The Contractor will give all notices and obtain all the licenses, permits and approvals required to perform the work required by this Contract. The Contractor will comply with all laws applicable to the work or performance of this Contract.

## 7. CONFIDENTIALITY

- 7.01 The Contractor will at all times treat as confidential, all information or Records supplied to or obtained by the Contractor or its employees, subcontractors or agents as a result of this Agreement, and will not cause or permit the publication, release or disclosure of same without the prior written consent of the District.

## 8. ASSIGNMENT AND SUB-CONTRACTING

- 8.01 The Contractor will not, without the prior written consent of the District:
  - a. assign, either directly or indirectly, this Contract or any right of the Contractor under this Contract; or
  - b. sub-contract any obligation of the Contractor required by this Contract.
- 8.02 No sub-contract entered into by the Contractor will relieve the Contractor from any of its obligations as per this Contract or impose any obligation or liability upon the District to any such sub-contractor.
- 8.03 This Agreement will be binding upon the District and its assigns and the Contractor, its successors, executors, trustees, directors and permitted assigns.

## 9. CONFLICT OF INTEREST

- 9.01 The Contractor will not, during the Term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or provision of the advice may, in the reasonable opinion of the District, give rise to a conflict of interest. The Contractor is encouraged to consult with the District in this regard.

## 10. INDEMNIFICATION

- 10.01 The Contractor will indemnify and save harmless the District, its officials, members of Council, employees and agents, whether past, present or future, from and against any and all losses, claims, damages, actions, causes of action, costs, interest, fees, taxes and expenses that the District may sustain, incur, suffer or be put to at any



time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of, or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or sub-contractor of the Contractor pursuant to this Agreement, except for liability arising out of the independent negligent acts of the District.

11. INSURANCE

11.01 The Contractor will obtain, maintain and pay for Comprehensive General Liability and Property Damage insurance of not less than Three Million (\$3,000,000.00) Dollars, with the District added as an additional named insured for the Term of this Contract, and shall provide proof of same on an annual basis over the course of the Term.

12. TERMINATION

12.01 If the Contractor fails to comply with any provision of this Contract, then, and in addition to any other remedy or remedies available to the District, the District may, at its option, terminate this Contract immediately by giving written notice to the Contractor and upon such notice being given, the District shall not be further obligated to the Contractor except to pay to the Contractor such Fees that may be owing to the Contractor as of the date the notice was given to the Contractor.

12.02 Notwithstanding any other provision of this Agreement, either party may terminate the Contract at any time upon sixty (60) days written notice being delivered to the other party in accordance with section 14 of this Contract.

12.03 If the Contractor should be adjudged to, or to commit an act of bankruptcy, become insolvent, petitions or is petitioned into bankruptcy, or voluntarily enters into an arrangement with one or more creditors, the District may terminate this Contract forthwith.

12.04 The District may provide to the Contractor notice that the Contractor is in breach of any provision of this Contract and such notice will be valid whether given in writing or by electronic means. Should such notice be given by the District, the Contractor shall immediately take all reasonable actions at its own expense to remedy the breach. Should the breach not be remedied to the satisfaction of the District, acting reasonably, within three (3) business days of notice of the breach having been given to the Contractor, the District shall be entitled to take whatever steps it determines to be appropriate to remedy the breach, and the Contractor expressly agrees and covenants to the District that the costs incurred by the District to remedy the breach shall then constitute a debt owed by the Contractor to the District that may be collected by the District in any manner permitted by law including, but not limited to, by offsetting against the Fees established by this Contract.

12.05 If the Contractor should fail to remedy a breach within the deadline established under clause 12.04 of this Contract, the District may, in addition to any other remedy it has or may have available to it, terminate this Contract forthwith, with the termination being without prejudice to any and all remedies available or that may be available to the District, whether under this Contract or otherwise.

12.06 Should the District terminate this Contract as provided for in clauses 12.01, 12.03 or 12.05 of this Contract, the parties agree that the Contractor shall be liable to the District for the costs to the District of remedying the breach and that those costs shall be the District's liquidated damages, and that they are not a penalty but a genuine pre-estimate by the parties of the District's damages.

13. NON-WAIVER

13.01 A waiver of, or breach by the Contractor of, any provision of this Contract, will be effective only if it is in writing and signed by the District and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Contract.

14. NOTICES

14.01 Unless otherwise provided for by this Contract, all notices, payments, or any or all of the Records that either party may be required or may desire to give or deliver to the other, will be conclusively deemed validly given or delivered to and received, if delivered personally, on the date of such personal delivery, or if mailed, on the third business day after mailing in British Columbia by pre-paid post addressed, if to the District, at:

DISTRICT OF PORT HARDY  
7360 Columbia Street  
P.O. Box 68  
Port Hardy, British Columbia  
V0N 2P0  
Attention: Chief Administrative Officer

and, if to the Contractor, at:

Attention:

14.02 Either party may, from time to time, advise the other by notice in writing of any change of address and, after the giving of such notice, the address specified will be conclusively deemed to be the address of the party giving such notice.

15. MISCELLANEOUS

15.01 The headings and captions appearing in this Contract have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Contract.

15.02 No amendment or modification to this Contract will become effective until after it has been reduced to writing and executed by the parties.

- 15.03 Schedules to this Contract are an integral part of this Contract as if set out at length in the body of this Contract and include Schedule “A” (map of the District’s Facilities), Schedule “B” Services to be Provided by the Contractor, Schedule “C” Inventory as of March, 2017, Schedule “D” Fee for Service, and Schedule “E - Prime Contractor Agreement.
- 15.04 This Contract shall be construed and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable thereto, and shall be treated in all respects as a Province of British Columbia contract. The Courts of the Province of British Columbia shall have exclusive jurisdiction over any dispute arising here from. Each of the parties hereto hereby submits and attorns to the jurisdiction of the Courts of the Province of British Columbia.
- 15.05 If any term of this Agreement is found to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term shall be considered to be severed from this Agreement and the rest of this Agreement remains in force unaffected by that finding or by the severance of that term.
- 15.06 Should there be a disagreement between the parties hereto as to the intent of any of the provisions of this Contract, the matter or matters will be resolved by a committee made up of one representative of both the District and the Contractor and one mutually acceptable third party representative. The recommendation of the committee will be binding on both parties.
- 15.07 The Contractor acknowledges that the District is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and that this Contract and that the Records and any other documents provided to the District in relation to this Contract may be subject to disclosure under that *Act*.
- 15.08 If any covenant, obligation, agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be invalid or unenforceable, such covenant, obligation, agreement or part thereof shall be severable and the remainder of this Contract or the application of such covenant, obligation or agreement or part thereof to any person, party or circumstance other than those to which it is held invalid or unenforceable, shall continue in full force and effect and shall not be affected thereby. Each covenant, obligation and agreement in this Contract shall be separately valid and enforceable to the fullest extent permitted by law.
- 15.09 No supplement, modification, waiver or termination (other than a termination pursuant to the terms of this Contract) of this Contract shall be binding unless executed in writing by the parties hereto in the same manner as the execution of this Contract.
- 15.10 Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deed, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Contract.

15.11 All of the covenants and agreements in this Contract shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Contract. This Contract shall not be assignable by the Contractor without the prior written consent of the District, which consent may be withheld for any reason.

15.12 Time is of the essence in this Contract.

**IN WITNESS of its provisions**, this Contract has been signed and executed by the parties hereto:

SIGNED on behalf of the District of Port Hardy by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

Signed Sealed and Delivered )  
by the authorized signatory(ies) )  
of \_\_\_\_\_ )  
in the presence of: )

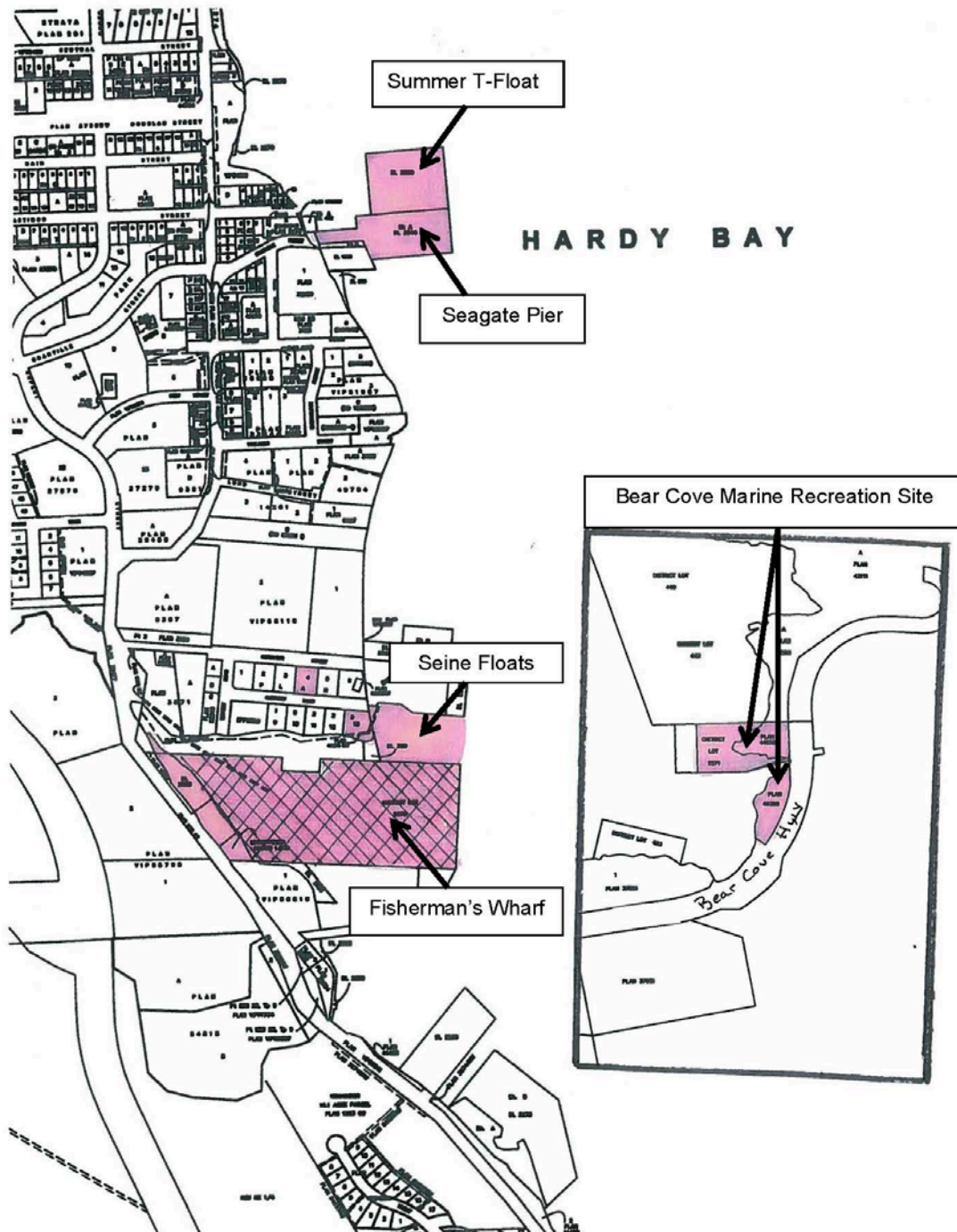
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Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

SCHEDULE "A"



## **SCHEDULE “B”**

### **Services to be Provided by the Contractor**

#### General Duties

1. Manage, administer and maintain the District's facilities including the Bear Cove Marine Recreation Site, Fisherman's Wharf, Seagate Pier, Seine Floats and Summer T-Float, as well as the associated ancillary facilities such as parking lots, fish trays, boat ramps, etc., in a competent, diligent, efficient and professional manner.
2. Supply at least 2,734 hours of labour per year during the term of the Contract. Man-hours per month shall be at the discretion of the Wharf Manager depending on seasonal demand.
3. Assume responsibilities of a Wharf Manager as outlined in the Small Craft Harbours Operational Manual.
4. Provide a monthly report to the Chief Administrative Officer indicating hours of operation, boat counts, and operational highlights.
5. Report to the Chief Administrative Officer any capital or major maintenance works required to be completed.
6. Supply complete financial management responsibilities for the operation of the facilities as deemed necessary by the District.
7. Attend Council and Committee meetings and other meetings upon request.

#### Operational Duties

1. Undertake all minor maintenance and ensure that the facilities are in an orderly and clean condition. Such maintenance will include painting, clean-up, minor hand tool repairs and general repairs to the Facilities.
2. Enforce parking lot and boat ramp regulations as per posted signs at the Harbour parking lots and other associated facilities.
3. Ensure that the landscaping (planters, grassed areas, etc.) of the upland area associated with Fisherman's Wharf, including the parking lot and boat ramp, are well maintained. The landscaping associated with the upland areas associated with the Bear Cove Marine Recreation Site and the Seine Floats are the responsibility of the District.
4. Ensure the washrooms are maintained to a clean and healthy standard.
5. Sweep the parking lots when required with twice yearly sweeps provided by the District.
6. Paint on an as required basis handrails, speed bumps, office, washrooms, loading zone, indicators, etc. and ensure appropriate signage is posted around The Facilities.

7. To co-ordinate the provision of services to remove and install Bear Cove Marine Recreation Site boat ramp floats as needed.
8. To co-ordinate the provision of services to remove and replace, seasonally, the summer floats.
9. Maintain office furniture, equipment, tools and other equipment (radio, etc.) in good working order and conditions, subject to normal wear and tear. Maintain inventory of supplies and materials at a reasonable level to carry out his duties. Supply and material costs are for the account of the District. (see Schedule “C” attached).

#### Financial Duties

1. Submit, by the 15<sup>th</sup> day of each month, to the Director of Financial Services, a Contractor’s Report indicating the following:
  - a) monthly cash receipts
  - b) monthly billings
  - c) daily reconciliation of point of sale terminal
  - d) petty cash reconciliation if applicable
  - e) such other information as may be requested from time to time
2. Remit all monies collected for services, sales, payments on account, parking, etc. to the District's Financial Services Department on a daily basis, or as instructed by the Director of Financial Services. Parking fees are to be tabulated and deposited at least weekly.
3. The Contractor acknowledges that it or its contractors may conduct an audit of all or part of the facilities and associated operations at any time and the Contractor will cooperate and provide assistance if requested, to complete these audits.

#### Risk Management

1. Refer to the Director of Corporate and Development Services, within twenty-four (24) hours of the Operator becoming aware of the incident, all legal matters with details, names and date of any incident or act that might reasonably lead to an insurance claim or litigation.

## **SCHEDULE “C”**

### **Inventory as of March, 2017**

#### *Office Equipment and Supplies:*

- 4 COMPUTER HARD DRIVES
  - 3 @ Fishermans Wharf. 1 Windows 10, 1 Windows XP, 1 for Security System
  - 1@ Seine Office, Windows XP
- 4 COMPUTER MONITORS
  - 3@ Fishermans Wharf
  - 1@ Seine Office
- 4 COMPUTER KEYBOARDS
- 1 BROTHER PRINTER
  - Seine Office
- 1 Epson ET 4550 Printer
  - Fishermans Wharf
- 1 BROTHER FAX / COPIER MACHINE
  - Fishermans Wharf
- 1 SENTRY SAFE
- 1 3M DL951 FRONT AND BACK COLD LAMINATOR
- 1 4 DRAWER FILING CABINET
- SPARE CASH BOX FOR PARKING METERS
- 1 CHARGER FOR BATTERIES FOR PARKING METERS
- 1 SPARE BATTERY PACKS FOR PARKING METERS
- 1 GLOBAL PAYMENTS POS TERMINAL
- 1 GLOBAL PAYMENTS PORTABLE POS TERMINAL
- External DriveFOR CAMERA SYSTEM
- 1 Furuno FM 2510 VHF TRANSEIVER
  - Fishermans Wharf
- 1 CASH BOX FOR FLOAT...\$100.00 FLOAT
- 
- 2 BOOK CASES 5 shelf.
  - 1 Fisherman’s Wharf
  - 1 Seine Float Office
- 2 WOODEN DESKs (4 DRAWERS)
  - 1 Fisherman’s Wharf
  - 1Seine Float Office
- ADJUSTABLE HEIGHT DESK CHAIR, Blue
- 2 TWO DRAWER FILING CABINETS
- 2 FRAMED LARGE PICTURES, Fisherman’s Wharf
  - “Namu Hilton”
  - The Perfect Day
- SMALL White Plywood TABLE FOR FAX MACHINE
- 1 UPRIGHT FANS



- CLOCK RADIO
- UNIDEN CORDLESS PHONE AND STATIONARY PHONE WITH ANSWERING MACHINE
- 2 HOLE PUNCH
- 3 HOLE PUNCH
- 2 PLASTIC GARBAGE BASKETS
- 1 Swingline Paper Shredder
- 1 PROCTER TOASTER
- 1 PROCTER COFFEE MACHINE
- 1 MAGNASONIC MICROWAVE
- 1 EATON FRIDGE #23738
  - Seine Float

*Shop Supplies*

- CONTRACTOR WHEEL BARROW AIR COMPRESSOR, LINE AND FITTINGS
- HUSKY 7021P LAWN MOWER
- 1 1/2 MAKITA IMPACT (340313E)
- 3/8 MAKITA CORDLESS IMPACT (851308)
- MAKITA CIRCULAR SAW (5007NB)
- 1 DOLLIES
- HONDA 2000 GENERATOR
- HONDA POWERWASHER (GX340)
- WET/DRY VAC
- BOLT CUTTER
- 
- HUSQUARNA 435 POWER SAW
- MASTERCRAFT DRILL BIT SET- Incomplete
- 1/2 INCH DRIVE ULTRA PRO SOCKET SET - Incomplete
- 3/8 INCH DRIVE JET SOCKET SET – Incomplete
- Stanley Titanium Socket Set - 2016
- Assorted drill bits
- CRAFTMAN TOOLBOX (
- 1 COME A LONG (2 TON) 1TC
- SLEDGEHAMMER
- 1 FLAT TIP SHOVEL
- 1 ROUND NOSE SHOVEL
- RAKE (GRASS AND GARDEN)
- DEWALT RECIPRICAL SAW (DW303)
- 24 INCH BOLT CUTTERS
- 1 PAIR STIHL CLIPPERS
- 6 SLIPPERY WHEN WET SIGNS
- 6 FT. STEP LADDER
- 9 FT. PIKE POLE

- 15 ft Pike Pole
- 2 RACHET STRAPS
- POWERSHOT STAPLER
- 2-1 GALLON MIXED GAS CANS
- Consumed 1/2 INCH MAKITA DRILL (6013B-R)
- 1 STIHL FS38 WEEDEATER
- 1 STIHL FS 81 WEEDEATER
- 1 MAKITA ORBITAL SANDER #B05001
- 1 MILWAUKEE SANDER CAT #6021-21 (IN RED CASE)
- 1 Corded Makita ELECTRIC DRILL #1321 SERIAL #574802
- 3 PLASTIC GARBAGE PAILS
- 1 HOSE CART
- 1 PLASTIC SPRAYER
- 1 TABLE VISE
- 1 8FT CROWBAR
- 4 8" CART TIRES
- 2 SAW HORSES (WOOD)
- 1 SHIP AND STORE CHARGER (12V)
- 4 SEWER FITTINGS
- 2 YELLO 125V EXTENTION CORDS
- 1 2 TON TROLLEY JACK
- 1 SAFETY KIT
- 1 PLASTIC FACE SHIELD
- 3 BLANKETS
- 4 HI-VIS VESTS AND GLOVES
- 5 SAFETY HELMETS
- 4 FLOAT JACKETS
- 1 DOUGHNUT LIFE PRESERVER
- 1 BLUE INFLATABLE PFD
- 1 45 DEGREE PHILLIPS HOLDER
- 2 PLASTIC WATERING PAILS AND SPRAY NOZZLES
- 1 FISKARS HEDGE SHEARS
- FIRE EXTINGUISHERS
- 
- 3 METAL POMMEL STANDS
- 1 MOP AND BUCKET
- 1 DUST BROOM
- 1 PUSH BROOM

**SCHEDULE “D”**

**Fee for Service**

\$\_\_\_\_\_, to be dispersed in twelve (12) equal monthly payments over the Term of the Contract, with each monthly payment to be paid by the District upon receipt of the previous month’s reconciliation to be provided by the Contractor.

### **SCHEDULE "E" - Prime Contractor Agreement**

Whereas the District of Port Hardy and \_\_\_\_\_ have entered into a Contract for Wharf Management, Administrative and Maintenance Services. \_\_\_\_\_ shall, for the purposes of the Workers Compensation Act, and for the duration of the Work associated with this Contract for Wharf Management, Administrative and Maintenance Services:

- 1) be the "prime contractor" for the "work site"; and,
- 2) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and its regulations, as required to ensure the health and safety of all persons at the "work site".

\_\_\_\_\_ shall direct all subcontractors, sub-subcontractors, other contractors, employers, workers and any other persons at the "work site" on safety related matters, to the extent required to fulfill its "prime contractor" responsibilities pursuant to the Act, regardless of:

- 1) whether or not any contractual relationship exists between the Contractor and any of these entities; and,
- 2) whether or not such entities have been specifically identified in this Contract.

As per the requirements of the Workers Compensation Act Part 3, Division 3, Section 118(1-3) which states:

*"Coordination at multiple-employer workplaces*

118 (1) *In this section:*

*"multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time;*

*"prime contractor" means, in relation to a multiple-employer workplace,*

- (a) *the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or*
- (b) *if there is no agreement referred to in paragraph (a), the owner of the workplace.*

(2) *The prime contractor of a multiple-employer workplace must*

- (a) *ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and*
- (b) *do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.*

(3) *Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace."*

\_\_\_\_\_ accepts the responsibilities of the prime contractor designation in accordance with the Workers Compensation Act while contracted by the District of Port Hardy for the provision of services outlined in the Contract for Wharf Management, Administrative and Maintenance Services and will abide by all Workers Compensation Board Regulation requirements.