

ARENA MANAGEMENT CONTRACT

THIS AGREEMENT IS MADE THIS ____ DAY OF _____, 2024 A.D.

BETWEEN:

**THE TOWN OF VAUXHALL
(HEREINAFTER CALLED “The Town”)
OF THE FIRST PART**

AND

**(HEREINAFTER CALLED THE “Contractor”)
OF THE SECONG PART**

WHEREAS;

1. The Town of Vauxhall is a municipality as defined by the provisions of the Municipal Government Act and Amendments thereto.
2. The Town is the registered owner of the Recreation Complex situated in Vauxhall, Alberta.
3. The Town desires to have a Contractor to provide ice arena operations to include but not limited to: ice installation and maintenance; janitorial services; perform general management duties; and to promote activities, which are appropriate for the facilities in the Recreation Complex, the subject of this agreement.
4. For the purpose of this agreement the facilities shall be described as the “**Vauxhall Ice Arena**” and shall include the ice arena, the dressing rooms, the hallway to the dressing rooms, the referee/linemen room, lobby, spectator seating area, and public washrooms located in the Recreation Complex.

NOW THEREFOR THIS AGREEMENT WITNESSETH that in the consideration of the premises and other good and valuable consideration and the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows.

1. The Town hereby agrees to engage the Contractor for the term herein to provide and maintain a system for ice arena operations as may be more particularly set out in the attached “*Schedule A*”
2. The engagement of the services of Contractor includes the following specific services, however, such identification of these specific services is not exhaustive of all the services, nor is it intended to restrict the scope of the generality of the services to be provided by the Contractor.

2.1. To attend to any complaints received directly or by the Town concerning the overall operation of the ice arena to include:

- 2.1.1. Facility cleanliness
- 2.1.2. Patron behaviour
- 2.1.3. Ice condition

2.2. The “ice arena operations” to be used in this context without restricting the generality of the foregoing is to include:

2.2.1. Janitorial Services

- a. The Contractor agrees to provide the levels of service including but not limited to the list of duties and specifications as set out in “*Schedule A*” attached and forming part of this agreement.
- b. At all times, the Contractor agrees to maintain the ice arena in a neat, clean, and **SAFE** condition and in a fit state of repairs.
- c. Repairs deemed to be of a minor nature are to be undertaken by the Contractor i.e., Burnt-out light bulb, plugged toilet, etc.
- d. Any repairs of maintenance problems of a major nature are to be reported to the Town immediately upon discovery.
- e. The Contractor shall be responsible for ordering the supplies necessary for the general operation and shall requisition for the same by purchase order to be approved by the Town Administrator or designate.
- f. The Contractor shall be responsible for inventory control over these supplies and shall ensure they are properly and safely stored.
- g. The Contractor shall ensure the supplies inventory does not excessively exceed what is required in the seasonal operation and a supply inventory listed and posted upon season completion.

2.2.2. Ice Maintenance

- a. Completion of the Alberta Recreation Facility Personnel Arena 1 and 2 workshops as it applies to ice making and refrigeration ice plant operation is required.
- b. The Contractor agrees with the Town that he/she will adhere to the specifications prepared by the Town in performance of this duty, which specifications are attached as “*Schedule A*” and form part of this agreement.

2.2.3 General Building Operation and Maintenance

- a. The Contractor is responsible for ensuring that the ice arena is always efficiently and properly lit and heated.
- b. The Contractor shall open the arena to the public a minimum of one (1) hour prior to the first scheduled booking.
- c. The Contractor shall operate the spectator heating system for the comfort of the patrons and at no times shall the heat impede the Safety levels of the ice surface and users.

- d. The Contractor shall ensure all facility exits/entrances including emergency exits are free from debris, snow, and ice.

2.2.4. Bookings

- a. The Contractor shall be responsible for the booking and hiring out of the ice arena. The Contractor shall be responsible for contacting the Town Office on a regular basis to ensure the Town Office has a schedule of events.
 - b. The Contractor will be responsible for keeping the arena events calendar updated.
 - c. The Contractor agrees to maintain a customer service standard with a respectful relationship with patrons and facility users.
 - d. The Contractor agrees to apply the Town of Vauxhall Arena Booking Policy.
 - e. The Contractor shall accommodate bookings and public use of the ice arena during special holidays and non-school days when applicable.
 - f. The Contractor agrees to keep and maintain accurate records of all bookings to include participation numbers of public programs (i.e., shinny hockey, public skating).
 - g. The Contractor must submit all ice user rental hours to the Administration Office monthly.
3. This agreement is from September 1, 2024, and terminating March 31, 2025. The Contractor covenants and agrees, during that period of time, to perform to the Town's agreement and specifications attached hereto.
 4. The Town will pay the ice Contractor for the services to be provided under this contract, according to the following schedule:
 - 4.1. Payment of \$000.00 per day for each day worked from September 1, 2024, to March 31, 2025, which shall be invoiced by the Contractor monthly and paid by the Town upon receipt of invoice.
 5. If the arena season is shortened or lengthened as deemed necessary, the final payment will be prorated as per monthly invoice.
 6. The parties intend that an independent contract relationship will be created by this contract.
 - 6.1. The Contractor is not to be considered an agent or employee of the Town for any purpose and the employees of the contractor are not entitled to any benefits that the Town provides for its employees.
 - 6.2. However, the services to be performed herein must meet the approval of the Town and shall be subject to the Town's general right of inspection and supervision to ensure satisfactory completion.

- 6.3. The Contractor shall employ only orderly, competent, skillful personnel to do the work herein and persons hired by the Contractor shall be and remain the Contractor's employees. The Contractor will terminate any employee deemed unsuitable by the Town.
- 6.4. The Contractor and secondary staff shall provide proof of a current Vulnerable Sector Check.
7. The Contractor will be responsible for and will superintend the execution of all works covered by this agreement, either personally or through a representative. If the Contractor uses a representative, the Contractor agrees that the representative shall be competent and qualified and shall give his/her personal attention to the work and services hereunder.
8. The Work to be performed under this contract will be performed entirely at the Contractor's risk and the Contractor assumes all responsibility for the condition of his/her own tools and equipment used in the performance of this agreement.
9. The Town shall not be responsible for or be held liable for any injuries or damage to persons or property resulting from the use, misuse or failure of any equipment used by the contractor or any of his/her employees. Even if such equipment is furnished or loaned by the Town to the Contractor.
10. The Contractor covenants and agrees that during the term of this agreement, he/she maintain the insurance at his/her sole expense in such form as to provide comprehensive general liability insurance against claims for bodily injury, including death and property damage or loss arising out of any services performed pursuant to this agreement, or in the operation or in the carrying out of its business. Such insurance shall be in the name of the Contractor and such insurance shall be for an amount not less than **\$5,000,000** with the Town named "additional insured". A copy of insurance shall be provided to the Town by **September 1, 2024**.
- 10.1. The Contractor covenants and agrees that during the term of this agreement, he/she will maintain Workers Compensation and provide a clearance form to show your account is in good standing by **September 1, 2024**.
- 10.2. Notwithstanding any provisions of this agreement to the contrary, the Contractor covenants and agrees to indemnify and save harmless the Town from any liabilities, damages, costs, claims, suits, or actions resulting from:
- 10.2.1 Any Breach, violation or non-performance of any covenant, condition, or terms in this agreement, to be fulfilled, kept, observed, and performed by the Contractor.
- 10.2.2. Property damage or loss or injury to person or persons, including death resulting at any time there from, occasioned by the operation or carrying

out of the business of the Contractor or the performances of the services of the Contractor.

11. The contractor shall, in the performance of its services, comply and function within all laws, regulations, Town Bylaws and directives from Governmental bodies including Provincial Statutes. The Contractor shall be responsible as an independent contractor for all employee payroll remittances and payment of income taxes, filing of GST and other compliances with Tax regulations.
12. If the Contractor fails to perform satisfactorily the services contemplated in this agreement and its schedules or is in breach of the terms of this agreement, or if for any other reason the Contractor services are no longer required, then the Town may terminate this contract upon giving 1 months written notice to the Contractor. Should the Town determine that the negligence of the duties is **GROSS NEGLIGENCE** of duties, the Town may terminate this contract with no notice.
13. The Contractor shall not assign, transfer, or sub-let the whole or any part of this agreement or the work to be performed pursuant thereto, without written consent of the Town.
14. The Town reserves the right to renew, upon expiration, this contract without tender, with the consent and agreement of the Contractor, for a term of up to an additional **five** years.
15. Should the Contractor fail to perform any of his/her duties to the satisfaction of the Town, the Town of Vauxhall will see that these duties are completed and will invoice the cost of accomplishing this to the Contractor or will deduct it from any monies owing to the Contractor.
16. Any notice or other documentation connected with this agreement required to be sent to or served may be personally delivered or sent by registered mail addressed to the Town at the following address:

Town of Vauxhall
P.O. Box 509
Vauxhall, Alberta, T0K 2K0

And to the Contractor at the following address:

Contractor Name
P.O. Box
Town, Alberta, Postal Code

And shall be sufficient notice effective from the date of personal delivery or mailing of the notice.

In witness whereof the parties hereto have set their hands and seals all on the day and year first above written.

DATE

CHIEF ADMINISTRATIVE OFFICER
TOWN OF VAUXHALL

DATE

ICE ARENA CONTRACTOR

WITNESS

ARENA MANAGEMENT CONTRACT

“SCHEDULE A”

1. Rink Area

- 1.1. Sweep spectator area daily and as required.
- 1.2. Wash spectator area as required with a minimum of once per month and as required.
- 1.3. Empty garbage as required daily.
- 1.4. Check & ensure player's boxes are clean before each game.
- 1.5. Sweep/clean penalty boxes daily ensuring they are clean before each game.
- 1.6. Wash Plexiglas, as required, minimum of once a month.

2. Dressing Rooms

- 2.1. Sweep floors after each use.
- 2.2. Wash & disinfect the floors, showers, sinks, water closets, mirrors, and urinals after each rental period or more often if required.
- 2.3. Ensure there are paper supplies and soap.
- 2.4. Wash cubicles, as required, daily I necessary.
- 2.5. Empty garbage daily.
- 2.6. Wash walls once a month.
- 2.7. With the coach of the team using the dressing room – inspect before and after every game using a standard checklist.
- 2.8. Make the coach aware that if extra cleaning is needed, their team will be billed at **\$25.00/hour** for cleaning.
- 2.9. Inform the coach that any willful damages incurred during their use will be charged to their team or organization.

3. Hallways to dressing Rooms

- 3.1. Sweep daily.
- 3.2. Scrub as required with once-a-week minimum.
- 3.3. Wash walls once per month or as required.
- 3.4. Wash light covers once per month or as required.

4. Referee/Linesmen Room

- 4.1. Sweep daily when used.
- 4.2. Empty garbage daily
- 4.3. Wash light covers once per month or as required.
- 4.4. Inspect after each game.

5. Ice Maintenance

- 5.1. Put the ice in and paint at the beginning of the season.
- 5.2. Ensure lines are painted or placed for hocket as per Hockey Canada specifications
- 5.3. Snow to be removed off ice surface as soon as possible after each use.
- 5.4. Ice to be edged as required daily, if necessary, to keep edges level.
- 5.5. Monitoring and recording of the ice for thickness or for cracks and chipping.

- 5.5.1. Ice Depth Logs to be recorded and maintained on file.
- 5.5.2. Ice Temperature Logs to be recorded and maintained on file and remedial action conducted, as necessary.
- 5.6. Shave off ice buildup once a week or more often if required.
- 5.7. Ensure the ice is always clean and lines visible.
- 5.8. Shaving blades on re-surfacer to be monitored and changed when required, with sharpened blades. Blade setting to be determined as Operations Manual.
- 5.9. Ice Re-surfacer to be inspected, maintained, and changed when required.
- 5.10. Ice Re-surfacer – Daily, weekly, monthly maintenance logs as per Operations Manual.
- 5.11. Board screws and spectator safety mesh to be checked daily.
- 5.12. Contractor to check and log refrigeration plant three additional times spread equally throughout the day.

6. Public Washrooms

- 6.1. Sweep floors daily and as required.
- 6.2. Wash & Disinfect floors, sinks, toilets, mirrors, and urinals daily and as required.
- 6.3. Ensure that there are paper supplies & soap.

7. Year End Cleanup

- 7.1. Town will remove all ice from the ice surface.
- 7.2. Cleanup of all paint from the arena floor surface to the satisfaction of the Town.
- 7.3. Clean all areas of the arena (1-6 above) to the satisfaction of the Town.
- 7.4. Year End Cleanup to be completed within 14 days of closing of the arena.

Final payment will be withheld till Year End Cleanup is completed.

8. General

- 8.1. All ice making, ice resurfacing equipment and maintenance equipment maintained in good working order.

ARENA MANAGEMENT CONTRACT

General Conditions/Specifications of the Contract

1. Definitions

- 1.1. The contract is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the contract documents and represents the entire agreement between the parties. The contract supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended as provided in the general conditions of the contract.
- 1.2. The Town and the Contractor are those named as such in the contract documents. They are treated throughout the contract documents as if each were singular shall be considered to include the feminine and the plural as the context requires, words importing persons shall include firms, corporations, and joint ventures.
- 1.3. A subcontractor is a person, firm, corporation, or joint venture having a contract with the Contractor for the execution of a part or parts of the work, or to supply products worked to a special design according to the contract documents.
- 1.4. Work means the carrying out the doing of all things, whether of a temporary or permanent nature, required by the contract documents.
- 1.5. Other contractors means a person, firm corporation, or joint venture employed by or having a contract directly or indirectly with the owner otherwise than through the Contractor.
- 1.6. The place of work is the **Vauxhall Ice Arena**.

2. Contract Documentation

- 2.1. The contract documents shall be signed in duplicate by the Town and the Contractor, and an executed copy delivered to each party.
- 2.2. The contract documents are complementary and what is required by one shall be binding as if required by all.
- 2.3. The intent of the contract documents is to include all labour, equipment, tools, services, transportation, and all things necessary for the proper performance of the work. Any work that may reasonably be inferred from the contract documents, as being required to produce the intended result shall be performed whether it is specifically called for.
- 2.4. Words and abbreviations, which have well known technical or trade meanings, used in contract documents to describe work or products shall be interpreted in accordance with such recognized meanings.
- 2.5. Should there be any conflict within the contract documents; the Contractor shall notify the owner.
- 2.6. Whenever in the contract documents the terms "as directed", "as required", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgement it is intended that such requirement, direction, review or judgement will be solely to evaluate the work.

3. Additional Instructions

- 3.1. During the term of the contract the Town will furnish to the Contractor such additional instructions to supplement the contract documents as may be necessary in the opinion of the Town. In giving such instruction, the Town shall have the authority to make minor changes to the contract, not inconsistent with the intent of the contract documents.
- 3.2. Additional instructions may be in the form of drawings, samples, models, or other written instructions.

4. Documents

- 4.1 The Contractor shall keep one (1) copy of all specifications, drawings, operations and a maintenance manual, shop drawings, reports and equipment logs at the place of work in good order and shall record all changes made during the term of the contract as they occur. One copy shall be delivered to the owner.

5. Materials, Appliances, Employees

- 5.1 All materials and equipment shall be new and shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor and in compliance with the local codes.
- 5.2 All materials, whether supplied by the owner or contractor be stored in suitable conditions to prevent damage, deterioration, contamination, etc.

6. Suspension of Work

- 6.1. In emergencies affecting the safety or protection of persons or the recreation complex, the Contractor, without special instruction or authorization from the owner, is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Town prompt written notice of these instances.
- 6.2. The Contractor shall have no claim for damages, compensation, and loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of the action taken by the Contractor under clause 6.1. hereof.

7. Owner's Right to Perform Work or Terminate Contract

- 7.1. If the Contractor should be adjudged bankrupt or go into liquidation or make a general assignment for the benefit of creditors because of his/her insolvency or if a receiver is appointed, the owner may, without prejudice to any other right or remedy he may have by giving the contractor or receiver or trustee in bankruptcy written notice, terminate the contract.

7.2. If the Contractor repeatedly fails to supply sufficient skilled employees, or fails to make prompt payments to subcontractors or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction or disregard the authority of the owner, or neglect to execute the work properly or otherwise fails to comply with the requirements of the contract, the owner may notify the contractor in writing that he/she is in default of his/her contractual obligations and instruct him/her to correct the default immediately following the receipt of such notices.

8. Other Contractors

8.1. The owner reserves the right to let separate contracts in connection with the project of which the work is a part or do certain work by his/her own forces.

8.2. When separate contracts are awarded for different parts of the project, or work is performed by the owner's own forces the owner will require or provide insurance coverage to the same extent as the main contractor is required to provide.

9. Assignment

9.1. The Contractor shall not assign any part thereof or any benefits or interest therein or thereunder without prior written consent to the owner.

10. Subcontractors

10.1. The Contractor agrees to employ those subcontractors proposed by him/her in writing and accepted by the owner at the signing of the contract.

10.2. The owner may, for reasonable cause, object to the use of a proposed subcontractor and require the contractor to employ one of the other subcontract bidders.

10.3. The Contractor shall not be required to employ as a subcontractor a person or firm to whom he/she may reasonably object.

10.4. Nothing contained in the contract documents shall create a contractual relationship between the subcontractor and the owner.

11. Skate Sharpening

11.1. The Town will supply a float of fifty (\$50.00) dollars to the contractor at the beginning of the year. The Arena Manager will be responsible for this money and will return it at the end of the year. Failure to do so will result in this amount be deducted from the Arena Manager's final payment.

11.2. The Contractor will charge the applicable rate as per the Towns Rate Bylaw and supply a monthly report on customers served, condition of skate sharpener and supplies when submitting the report with fees collected.