

2023 CONTRACT FOR THE PROVISION OF ICE MAKING AND MAINTENANCE SERVICES

Between:

The Town of Niverville

(Hereinafter referred to as the Town)

And:

(Hereinafter referred to as the Contractor)

Whereas, the Town wishes to have certain **ice making and maintenance** services performed as set forth below and;

Whereas, the Contractor agrees to provide said **ice making and maintenance** services as set forth below.

Therefore, this Contract witnesses that the parties hereto in consideration of the performance of the covenants, obligations, terms and conditions stated herein, agree with each other as follows.

1. PURPOSE

During the duration of this Contract, the Town hereby engages the Contractor for the purpose of providing certain **ice making and maintenance** services and performing the obligations detailed in Appendix "A", entitled "Duties and Responsibilities", which is attached hereto.

2. DURATION

This Contract shall be for the Niverville Curling Rink curling season and shall be effective as of **December 15th, 2022** and conclude on or about **March 5th, 2023**. Curling ice preparation is proposed to be four (4) days per week, Tuesday through Thursday and Saturday. The end date shall be dependent upon the conclusion of the curling activities at the Niverville Curling Rink.

3. CONTRACTOR STATUS

The Contractor acknowledges that, for the purposes of any applicable employment legislation, there shall be no Employer/Employee relationship between the Town and the Contractor. The Contractor shall be solely responsible for any and all provincial and federal statutory payments and/or deductions required to be made, including those required for the Canada and Quebec Pension Plans, Employment Insurance and Income Tax.

4. REMUNERATION

For the duration of this Contract, the Town shall remunerate the Contractor in accordance with the provisions of "Appendix B" of this Contract, entitled "Remuneration", which is attached hereto.

5. TERMINATION

Notwithstanding any other provision of this Contract, either party, giving at least two weeks' notice to the other party, may terminate this Contract. Under such circumstances, the Contractor shall be entitled to all payments required to be made in accordance with this Contract for the period during which services were performed and until the date specified in the notice of termination.

6. REPORTING

The Contractor shall be responsible to the Town of Niverville Facility Manager regarding ice usage requirements and shall report to the Facility Manager.

7. GOVERNING LAW

This Contract shall be interpreted in accordance with the laws of the Province of Manitoba, as applicable from time to time. Any dispute arising from this Contract shall be settled in the appropriate judicial jurisdiction of the Province of Manitoba.

8. SEVERABILITY

In the event that a court of competent jurisdiction shall deem any provision of this Contract void or invalid, the remaining provisions shall be and remain in full force and effect.

9. WAIVER

The waiver of either party of any breach or violation of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach or violation of this Contract.

10. ASSIGNMENT

This Contract shall not be assignable by the Contractor without the prior written consent of the Town.

11. INUREMENT

This Contract shall be binding upon the parties and shall inure to the benefit of their respective executors, administrators, heirs, successors and assigns.

12. NOTICES

Any notice required or permitted to be given by one party of this Contract to the other party of this Contract shall be sufficiently given if delivered personally or if mailed by registered mail to the receiving party's last known address. If any such notice is given by mail, it shall be deemed to be given forty-eight (48) hours after the time it is posted.

13. CONTRACT AMENDMENT

This Contract may be amended by mutual agreement of the parties hereto. Any amendments to this Contract must be in writing and signed by the parties hereto or they shall have no effect and shall be void.

14. HEADINGS

The headings utilized in this Contract are for convenience only and are not to be construed in any way as additions to, or limitations of, the covenants and agreements contained in this Contract.

15. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the services of the Contractor are terminated and cancelled and each of the parties releases and forever discharges the other of and from all manner of action, causes of action, claims or demands under or in respect of any such agreement. There are no representations, understandings, promises or undertakings affecting the terms of this Contract unless specified herein.

IN WITNESS WHEREOF the parties have duly executed this Contract in the Town of Niverville this 03rd day of January, 2022.

The Town Of Niverville

(The Contractor)

CAO

Witness

Witness

Appendix A

Duties and Responsibilities

- Ensure maintenance of facilities and equipment are completed on a regular basis:
- Inspect and maintain all curling equipment and materials to ensure they are in proper operating and safe condition as per Standard Operating Procedures (Appendix C).
- Empty garbage cans, remove garbage from inside curling rink and place by garbage bin at arena. Other janitorial duties, unless described herein, to be completed by Operations staff.
- Ensure all fire exit doors are accessible, operational and free of obstructions before and secure after every shift.
- Ensure the furnace exterior vent is free of any snow accumulations
- Ensure ice surface is ready for regular league curling, youth curling, high school curling, bonspiels and rentals and other functions as required. In the event of sickness or other unforeseen events, contractor is to arrange for an alternate person who will complete the work.
Upon the signing of this Agreement, the contractor shall provide the name and contact information for alternate person to the Operations Manager.
- Scrape, clean, pebble, clip or drag ice prior to draws, clean ice surface including rocks, rock beds, hacks, non-playing areas.
- Provide prepared on-time curling ice as scheduled for rentals. Hours of work to be determined by contractor.
- Prepare and support the rink playing area ensuring curlers have a clear, clean and safe rink to curl in. Deficiencies (e.g. burned out lights) are to be reported to the Operations Manager.
- Participate in mid-season flood/scrape with curling rink volunteers.
- Provide monthly invoices for services to:
 - Town of Niverville, Box 267, Niverville, R0A 1E0
- Contractor must carry personal (or if applicable, corporate) coverage with WCB and provide proof of same to the Town within one week of signing contract agreement and prior to beginning of service. Failure to comply renders the Agreement null and void.
- Town shall empty garbage cans.
- Town will clean fire exits and furnace vent.

Appendix B

Remuneration

For the duration of this contract, the Town of Niverville shall pay the contractor for ice making and maintenance services as per below and as proposed in bid for contract received from contractor:

Contract price of \$__400.00_/per week to include duties and responsibilities outlined in Appendix A and ice making services for the following:

- Initial flood/scrape ice prep
- Regular weekly league and youth curling based on 9 weeks of curling ice
- 1 weekend Bonspiel
- Mid-season flood/scrape
- Playoffs

In the event that weeks of play are increased/decreased due to weather or other causes, contract price will be increased/decreased by __\$64.00__ per day of non-play.

Ice making for additional curling events may be charged by contractor at the following rates:

- High School Curling: __\$22.00__ per High School curling booking
- Senior Curling Program: __\$42.00__ per Senior curling booking
- Other curling ice rentals/events: __\$64.00__ per rental or event

Additional ice bookings will be confirmed with contractor prior to their scheduling.

Contractor to provide monthly invoices for services provided to:

Town of Niverville, Box 267, Niverville R0A 1E0

SCHEDULE C

Title: NIVERVILLE CURLING RINK – STANDARD OPERATING PROCEDURES		
Security Level: Public		Document No.: 3
SOP Author/Owner	SOP Approver	Effective Date: 12/1/2012
Name: Ryan Dyck Operations Mgr.	Name: G. Jim Buys, CAO	Review Date: 11/19/2014
Signature:	Signature:	Supersedes: [11/21/2013)

1. Purpose

This SOP outlines necessary steps to ensure that the employees servicing the Niverville Curling Rink have been provided with the Standard Operating Procedures to ensure consistency of service.

2. Scope

This SOP applies to all employees working at the Niverville Curling Rink.

3. Responsibilities

The Town's Operations Manager is responsible for ensuring that all employees working at the Niverville Curling Rink are following these procedures. Review of the SOP is the responsibility of the employee and will be discussed with the employee during staff orientation. Other responsibilities are outlined in Section 8. For further information on this SOP, please contact Ryan Dyck at Ryan@wheretheyoubelong.ca

4. Changes Since Last Revision

- Revision of organizational structure placing facility management under Operations Department

5. Documents/Resources Needed for this SOP

Niverville Curling Rink 2016 rental/operational agreement.

Facilities Rental Agreement

6. Definitions

Document No.: Number of the SOP document as defined by [insert numbering scheme].

Effective Date: The date from which the SOP is to be implemented and followed.

Review Date: The date on which the SOP must be submitted for review and revision.

Security Level: Levels of security are categorized as Public, Restricted, or Departmental (the specific department is named).

SOP: Standard Operating Procedure.

7. Procedure

Outline the steps required to complete the task. This can range from simple step-by-step to more complex hierarchical steps and flowcharts.

Step	Action	Responsibility
1	<p>Ensure Building is vacuumed, furnishings are arranged, washrooms are clean and fitted with supplies prior to each event:</p> <ul style="list-style-type: none"> - empty garbage cans - toilet bowls and sinks are clean - toilet paper in place - plumbing fixtures checked to ensure they are fully operational - interior windows are clean - chairs and tables are cleaned and neatly arranged - coat hangers are available - temperature settings are checked - check and change light bulbs as required - monitor and restock janitorial supplies - parking lot is clean for users - check exterior furnace vent to ensure no snow accumulations at or near the vent - ensure snow is removed from entrance 	Any employee
2	<p>After event:</p> <ul style="list-style-type: none"> - report all damages to Operations Manager, for processing claim - repair damages to walls, doors, etc. in a timely manner 	
3	<p>Weekly Checklist</p> <ul style="list-style-type: none"> - sump pump is in working order - defrost fridge and freezer as necessary 	Operations Manager

	<ul style="list-style-type: none"> - check basement furnace and change filter as required - rodent control is in effect - sewer connection functioning as designed. - ensure all accesses to facility are secure and access key pad is working - check fire alarm - dehumidifier is operational when required 	
4	<p>Ice and Ice Equipment:</p> <ul style="list-style-type: none"> - ice shaver blade is sharp - ice is scraped within 3 hours prior to an event - ice is pebbled for non-curling club events - ice paint purchased and available when required - ice furnace drainage system to be monitored. Ice furnace to be checked prior to and at regular intervals through the season - following melting of ice and washing of, curling rings by Niverville Curling Club, rings are to be stored at a town facility 	Operations Staff
5	<p>Annual Maintenance:</p> <ul style="list-style-type: none"> - facility painted and repaired where required - walk through by Operations Manager to review equipment and furnishings - all fire extinguishers are operational and up to code standards - furnace and hot water tank are serviced - change of user keypad at end of the Curling season by the Operations Manager 	Operations Manager

A paper copy of this document is available by request and posted in the Niverville Curling Rink furnace room and at the Operations Department.