

## **Example Contract**

MADE AS OF THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_

BETWEEN:

Name of Contractor  
(hereinafter referred to as the “Contractor”)

OF THE FIRST PART

-and-

BEAVER COUNTY  
BOX 140  
RILEY ALBERTA  
T0B 4A0  
(hereinafter referred to as the “Municipality”)

OF THE SECOND PART

### **INDEPENDENT PARKS CONTRACTOR AGREEMENT**

WHEREAS The Municipality wishes to enter into an agreement with the Contractor as an independent Contractor for the provision of certain services;

WHEREAS the Municipality has need of an Operator/Host to operate and maintain its municipal recreation area of Black Nugget Lake (the “Municipal Recreation Area”) from April 17, 2019, to October 18<sup>th</sup>, 2021, inclusive, with an option for contract extension for an additional two seasons;

AND WHEREAS The Municipality and the Contractor have reached agreement with respect to the terms and conditions under which the Contractor is to provide the services;

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained, the parties hereby covenant and agree as follows:

1. The Municipality hereby engages the Contractor to provide services as the Attendant/Host for the Municipal Recreation Area. As Attendant/Host, the Contractor will perform the services set out in Attachment "A" hereto (hereinafter called the "Work").
2. Unless otherwise agreed, the Contractor will provide \_\_\_\_\_ (the "Employees") to perform the Work set out in this Agreement.
3. This Agreement shall continue in full force and effect commencing the 17<sup>th</sup> day of April, 2019, and terminating on the 18<sup>th</sup> day of October, 2021 (the "Term") inclusive, with an option for contract extension for two additional years expiring in 2023. Such extension must be mutually agreed by both parties to this agreement.
4. At the County's discretion, the campground and day use areas shall be open to the public and for public camping from May 1<sup>st</sup> to the first weekday following Thanksgiving Holiday weekend, inclusive and each subsequent year (hereafter referred to as the "Camping Season").

#### **Accommodation**

5. During the Camping Season, the Contractor (or Employees) shall live on the site provided at Black Nugget Lake, in the accommodation provided by the Contractor. The Contractor may be allowed a maximum of one dog within the confines of the park.
6. The Contractor will maintain the accommodation and surrounding site in good condition and repair and ensure it is kept clean, orderly and smoke free throughout the Term of this Agreement.
7. The Municipality shall supply a telephone, electricity, wifi internet, and water to the accommodation, at no cost to the Contractor, except for the cost of any personal long distance telephone calls incurred by the Contractor, which shall be reimbursed to the Municipality.
8. The Employees shall vacate the Black Nugget Lake campground property within 7 days of the termination of camping season (first weekday following Thanksgiving weekend) each year.

#### **Performance of Work**

9. The Contractor will prioritize the Work and direct and control the manner and method in which the Work is performed. The Contractor will set the hours during which the Work is performed.
10. The Contractor may enter into contracts to provide services to others while the Contractor provides services during the term of this Agreement, provided that such other contracts do not interfere with the ability of the Contractor to meet its obligations under this Agreement.

11. The Contractor represents, warrants and agrees that it will perform the Work in a competent, timely and professional manner. The Contractor agrees it will perform the Work as required by the Municipality under and subject to the Municipality's policies, rules, bylaws and practices.
12. Specifically, the Contractor shall:
  - a. Operate and maintain the Municipal Recreation Area in accordance with the Duties and Responsibilities set out in "Attachment A – The Work" to this Agreement and as directed by the Municipality; and
  - b. Follow and enforce the Rules and Regulations set out in "Attachment A – The Work" to this Agreement, and as established from time to time by the Municipality.
13. The Contractor represents that the Contractor is a resident of Canada for the purposes of Canadian Income Tax legislation.
14. The Contractor shall deliver to the Municipality all receipts for overnight camping and shower fees in the ATB Branch located in Ryley, Alberta at 5021-50 Street.
15. The Contractor shall not hire another employee or assign or sub-contract its duties under this Agreement in excess of seven (7) consecutive days without prior written approval of the Municipality. Except under extenuating circumstances, the Municipality will not approve another employee or an assignment or sub-contracting of the Contractor's duties under this Agreement in excess of twenty-one (21) days.
16. The Contractor shall provide a clear Vulnerable Sector Check for the Contractor and all employees working in Black Nugget Lake Park.

### **Termination**

17. This Agreement may be terminated:
  - a. By the Municipality at any time without notice and without penalty when there is a material breach of a term of this Agreement by the Contractor.
  - b. By the Municipality without cause, and without penalty, upon giving the Contractor 30 days written notice of its intention to terminate.
  - c. By the Contractor upon giving, the Municipality 30 days written notice of its intention to terminate.
18. In the event this Agreement is terminated by either party, the contract payment will be prorated for the Work provided by the Contractor under this Agreement.

19. It is understood and agreed that the above notice of termination is reasonable and adequate notice, and will fulfill all requirements for notice, or payment in lieu of notice imposed by law.

**Compensation**

20. The Municipality shall pay a contracting fee to the Contractor as follows:  
 Total contract value of \$ \_\_\_\_\_ to be broken down and paid as follows:

**2019**

MONTH	EARNINGS
April	\$
May	\$
June	\$
July	\$
August	\$
September	\$
Total	\$

**2020**

MONTH	EARNINGS
April	\$
May	\$
June	\$
July	\$
August	\$
September	\$
Total	\$

**2021**

MONTH	EARNINGS
April	\$
May	\$
June	\$
July	\$
August	\$
September	\$
Total	\$

21. The amounts set out in paragraph 20 are payable on or before the last business day of the month after receipt of an invoice submitted by the Contractor to the

Municipality not later than the 15<sup>th</sup> day of the month and such invoice is to be forwarded for approval to the Municipality.

22. A Security Holdback will be assessed and withheld from each invoice payment. The Holdback will be in the amount of five (5%) percent of all payments and held for a minimum period of Thirty (30) days after the end of each yearly term. The purpose of the holdback is to ensure full performance of the contract and the Contractor's obligations. The holdback may also be utilized as a builder's lien holdback, if applicable.
23. The Municipality may withhold payment of any monies payable to the Contractor while the Contractor is in default of any provision in this Agreement.
24. In the event that this Agreement is terminated by either party, the Municipality has the right of set off against or deduct from any monies payable to the Contractor any payment, entitlement, or sum of money that is owing to the Municipality at the time of termination.
25. Any adjustments for overpayment of monies to the Contractor may be made by the Municipality at anytime, notwithstanding that full payment for the Work may have already been made to the Contractor.

#### **Legislation, Policies & Procedures**

26. The Contractor shall comply with all applicable statutes, regulations, by-laws, and licensing requirements of local authorities in effect at any time, including, without limitation to the foregoing, the *Occupational Health and Safety Act*, the *Environmental Protection and Enhancement Act*, the *Workers' Compensation Act*, *Freedom of Information and Protection of Privacy Act*, and the *Income Tax Act*.
27. The Contractor shall follow and comply with all policies and procedures of the Municipality which have application to the Contractor while performing the Work, unless otherwise directed by the Municipality.

#### **Confidentiality**

28. The Contractor will not, during the term of this Agreement or at any time thereafter, use for himself or others, divulge to or convey to others (except as may be required to perform the Work), any information, knowledge, data or property relating to any of the business activities of the Municipality in any way obtained directly or indirectly during the Contractor's association with the Municipality by the terms of this Agreement, other than published material lawfully in the public domain.
29. The Contractor shall keep confidential any information proprietary to the Municipality, which may, during the course of the Work, be revealed to the Contractor by the Municipality.

### **Independent Contractor**

30. The parties hereto agree that no oral agreement or provisions of this Agreement shall be construed so as to constitute the Contractor as being the agent, servant or employee of the Municipality. The Contractor shall have no authority to make any statements, representations or commitments of any kind, or take any action, which may be binding upon the Municipality, except as done pursuant to the duties and responsibilities set out in Schedule "A" and as may be authorized in writing by the Municipality.
31. The Contractor shall not be deemed to be an employee of the Municipality. The Contractor shall at all times be deemed to be an independent Contractor and consequently no deductions whatsoever will be made from the compensation payable, including for employee benefits such as disability insurance, health and pension plans, and for Employment Insurance Contributions, Canada Pension Plan Contributions, Income Tax or Workers' Compensation payments. Payments related to any of the foregoing shall be the sole responsibility of the Contractor and shall be forwarded to the appropriate Government Agencies as required by law. Proof of compliance with this requirement shall be available to the Municipality on request.

### **Insurance**

32. The Contractor/vendor hereby agrees to indemnify and hold harmless, County from and against all losses and expenses suffered or incurred by County arising from or connected with any personal injury, disability or death, however caused, to any of the Contractor's employees to the extent not covered by workers compensation for any reason.
33. Commercial General Liability Insurance covering the legal liability of the Contractor providing at least Two Million Dollars (Cdn. \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage, including contractual liability and Tenants Legal Liability with a minimum limit of One Million Dollars (Cdn. \$1,000,000.00) coverage. The Contractor agrees to reimburse the County for any and all damage(s) to County's property caused by the Contractor/vendor, or its permitted subcontractors, in performing the work. The Contractor shall provide the County with evidence of coverage, which includes
  - (i) broad form property damage and
  - (ii) "loss of use" in the definition of property damage.
34. Where any automobile is used for the performance of the work for the County in this Agreement, Contractor/vendor will provide Automobile liability insurance covering all automobiles licensed in the name of the Contractor/vendor that are used in connection with the services, and providing at least Canadian two million dollars (Cdn. \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage resulting from each accident; and Non-Owned vehicle insurance, for all applicable vehicles coverage providing at least two million dollars (\$2,000,000.00) inclusive per occurrence.

35. Certificates of Insurance, naming the County as an additional insured, shall be supplied to the County evidencing that the above insurance is in force, and the Contractor/vendor will endeavour to provide the County with thirty (30) consecutive days' written notice prior to any cancellation or material change to the policies.
36. The Contractor represents that Workers' Compensation coverage is in effect for the Work being done and that it will provide and maintain adequate Workers' Compensation coverage at all times when this Agreement is in effect. In the event the Contractor is a sole proprietor, the Contractor must purchase optional personal workers compensation coverage for themselves. Proof of compliance with this requirement shall be made available to the Municipality on request. The Contractor also must represent that Workers' Compensation coverage is in effect for the work being done and that it will provide and maintain adequate Workers' Compensation coverage at all times.

### **Liability and Indemnity**

37. The Contractor shall be liable to and shall indemnify and hold harmless the Municipality, its members, members' agencies, employees and agents, from any demands, losses, costs, damages, actions, claims, proceedings, penalties and expenses, including legal costs on a solicitor client basis, whatsoever that may arise, directly, or indirectly, out of any act or omission of the Contractor, the Contractor's agents, employees, subcontractors or representatives, in the performance of this Agreement.
38. The Contractor further agrees to indemnify and save harmless the Municipality for any demands, losses, costs, damages, actions, claims, proceedings, penalties and expenses, including legal costs on a solicitor client basis, in the event the Contractor is declared by Revenue Canada to be in an employment relationship with the Municipality under Income Tax, Employment Insurance or Canada Pension legislation during the term of this Agreement.
39. The Contractor's obligation to indemnify the Municipality shall survive the termination of this Agreement.
40. The Municipality shall not be liable or responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, its employees, representatives or subcontractors in the performance of this Agreement.

### **Arbitration**

41. The Municipality and the Contractor agree that any dispute between the parties arising from this Agreement shall be resolved by arbitration before a single arbitrator agreed upon by the Parties, or in default of such agreement, before a single arbitrator appointed by the Court. Either party may make an application to the Court for the appointment of a single arbitrator at anytime after 30 days from

the date of the dispute. The decision of the arbitrator shall be final and binding upon the parties.

42. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act*.

### **Survival of Representations**

43. Notwithstanding any provision to the contrary in this Agreement, it is hereby agreed by the parties that the representations contained herein shall survive the termination of this Agreement.

### **General**

44. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, all other provisions of this Agreement shall, nevertheless, remain in full force and effect. No provision of this Agreement shall be deemed dependent on any other provision unless expressly so stated herein.
45. This Agreement embodies the entire Agreement between the parties, superseding any prior Agreement, either oral or in writing, and may only be amended by a subsequent written instrument signed by both parties hereto.
46. The failure of either party to insist in any one or more instances upon the performance of any of the terms and conditions of this Agreement, shall not be construed as a waiver or relinquishment of any right granted hereunder of the future performance of any such term, covenant or condition, and the obligation of either party with respect thereto shall continue in full force and effect. Any forbearance by the Municipality to seek a remedy for any breach by the Contractor shall not be a waiver by the Municipality of its rights and remedies with respect to any subsequent breach.
47. This Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto do hereby irrevocably at torn to the exclusive jurisdiction of the courts of the Province of Alberta.
48. This Agreement shall be binding upon and shall enure to the benefit of the successors and assigns to the parties hereto.
49. Any word or words in this Agreement importing the singular shall include the plural and vice versa.
50. The headings in this Agreement are for reference purposes only and shall not affect in any way the meaning and interpretation of this Agreement.
51. The Contractor covenants that in entering into this Agreement, the Contractor has taken as much time as thought necessary to investigate the nature and facts of this



Agreement, and has sought as much independent advice as the Contractor deems necessary after time, before executing this Agreement.

52. This Agreement may be executed in counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same Agreement, which shall be sufficiently evidenced by either such original counterpart.

IN WITNESS WHEREOF the parties acknowledge and agree that they have read and understood the terms of this Agreement and have had an opportunity to seek independent legal advice prior to entering into this Agreement, and that they have executed this Agreement with full force and effect effective the date first above written.

BEAVER COUNTY  
Per:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
CAO

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Reeve

## Attachment A – The “Work”

### **Overview**

Services required to maintain and operate Black Nugget Lake campground, day use area and park, 7 days per week from May 1 to the first weekday following Thanksgiving weekend of each year.

Note that the contract will require services for two weeks prior to campground opening (May 1<sup>st</sup>) in year 1 of contract, and one week prior to opening of campground (May 1<sup>st</sup>) in subsequent years. Activities and duties for the period prior to campground opening include:

- Orientation and Training;
- Familiarization with premises and facilities;
- Campground reservations and booking;
- Cleaning and campground opening;
- Distribution of picnic tables;
- Stocking of concession stand;
- Etc.

The contract also requires one week service past the closing of the campground (first weekday following Thanksgiving Weekend) in all years of the contract.

Activities and duties for the period after campground closing include:

- Year-end campground cleaning;
- Removal of picnic tables;
- Cleaning of all facilities and concession stand;
- Year-end financial reports;
- Etc.

### **Concession Building/Washroom/Shower Facilities, Outdoor Privies and all other Buildings:**

1. Perform a minimum of at least three (3) facility checks to ensure concession building, outhouses, washrooms, outdoor privies, shower stalls and all other buildings are kept clean throughout the day: once in the morning, once in the mid-afternoon, and once in the evening.
2. Sweep and disinfect floors as required.
3. Empty wastebaskets as required.
4. Clean and sanitize washroom fixtures including, but not limited to toilet bowls, urinals, hand basins, soap dispensers, mirrors, shower stalls and countertops as required.
5. Empty coin boxes in showers.
6. Clean and polish chrome fittings as required.
7. Spot clean walls, partitions, doors and dispensers as required.

8. Inspect, supply and re-stock dispensers such as paper towel, toilet paper and soap as required.
9. Clean exterior entranceways including ramps; remove garbage and other debris as required.
10. Ensure the outdoor privies are clean, sprayed with chemical and pumped out as required.

**Grounds Maintenance Requirements:**

1. Ensure a complete cleaning is performed prior to campground opening day and after campground closing day.
2. Augmentation of water to turf areas and flowerbeds during the absence of rainfall.
3. Rake leaves and debris at sites in spring and in the fall, as well as after the departure of campers from stalls, and before new campers arrive.
4. Keep trees, shrub beds and flowerbeds free of weeds and debris.
5. Complete lawn mowing requirements as necessary, generally to a height no greater than 10cm (4 inches).
6. In the spring, set out picnic tables and garbage receptacles from on-site storage area to each camping stall, group site, and day use area, and place back into storage in the fall.
7. Clean fire-pits on a regular basis, removing ashes, garbage and debris. Fire-pits should be no more than ½ full of wood ash at any time.
8. Remove litter and empty garbage receptacles including doggie doo's daily. Transport same to an approved waste disposal site.
9. Clean all signs within the park property as necessary.
10. Clean all garbage containers as necessary. Containers should never be over-flowing and should be changed when producing offensive odours, even when not full.
11. Clean picnic tables weekly or as needed.
12. Sand tilling at playgrounds weekly or more often as necessary to ensure safety. Sand must be thoroughly searched if broken glass is present.
13. Contractor must contact Beaver County if unable to complete necessary repairs, maintenance or servicing. For work that the County conducts that is required to be completed by the Contractor, the County may invoice the Contractor for this amount or withhold from next invoice payment.
14. Ensure individual campsites are inspected and cleaned after each campsite is vacated. Campsite Cleaning includes: Raking and cleaning of debris, inspection and cleaning of fire pit (as required), inspection and cleaning of picnic table, power pedestals and other installations and equipment, mowing or weed eating as required.

15. Inspect for any hazards, and immediately report them to Beaver County. Any unsafe facility or area found by the Contractor must be closed and posted to prevent public use until repaired and inspected.
16. Ensure that all materials, signs, supplies & equipment are properly stored at the end of the campground season.
17. Responsible to ensure the completion of Minor repairs, proper maintenance and servicing of all aspects of the facilities and grounds. These repairs shall include, but not be limited to, painting of picnic tables, outdoor privies, cookhouses and concession. Beaver County will supply paint.
18. Perform maintenance of Minor and/or Major repairs as outlined further in this Schedule.

**Security:**

1. Provide sufficient supervision of the campground, campers and day use areas in order to be aware of, and curtail, disruptive activities.
2. The Contractor will provide his/her very best efforts to monitor and report hazardous activities in the day use area and the campground.
3. Complete an Incident Report (supplied to the Contractor by Beaver County) for each incident and/or altercation that arises as a result of disruptive, unreasonable or illegal activities. Same to be supplied by the Contractor to Beaver County within 72 hours of the time of the incident and/or altercation.
4. Keep records of all infractions of campground rules.
5. Contact the RCMP in the event of any infractions which cannot be safely dealt with by the Contractor.
6. Maintain a presence of one person on site 7 days per week, 24 hours per day for the operating season, to respond to emergencies after hours and to ensure gates are closed in the evening and opened in the morning.
7. The Contractor and all employees who work in the campground will be required to provide a clear Vulnerable Sector Check prior to operations beginning in each year (prior to May 1<sup>st</sup>) of the contract.

Details of security will be further outlined with the Contractor. For purposes of the contract, the proponent will have the authority to evict campers or others on behalf of Beaver County.

The Contractor will be provided an orientation session by the County Community Peace Officer(s) prior to opening of the campground each year.

**Health & Safety**

1. The Contractor shall establish and maintain a system or process that ensures, as far as it is reasonably practicable to do so, that the

Occupational Health & Safety Act, Regulations and Code, along with all applicable legislation and regulations as they pertain to this contract, are complied with.

2. Ensure a weekly safety/maintenance inspection is completed and submit record of same within 48 hours of inspection. A facility inspection must be done at the beginning of each month and submitted within 48 hrs of inspection. Report any immediate safety concerns to Beaver County as soon as possible.
3. The Contractor shall produce a Certificate of Recognition by an accredited Health & Safety Association, proof of registration in such a program or be familiar with and comply with all safety guidelines included in the Beaver County Health & Safety Program and the Contractor Safety Program.
4. Watch continuously for any safety concerns or hazards and report same to Beaver County.
5. Maintain a record of any first aid supplies used and request supplies from Beaver County to replenish same.
6. An initial WCB clearance letter must be provided to Beaver County prior to commencing work, and a monthly clearance letter maintaining good standing with WCB thereafter.
7. The successful proponent will be required to obtain training in the following Health and Safety disciplines after signing a contract but prior to work beginning in the first and subsequent years:
  - WHMIS 2015 (or later)
  - Chainsaw Training
  - Fire Extinguisher Training
  - Utility Terrain Vehicle (UTV) Training, if the Contractor proposes to use a UTV in provision of services.
  - Standard First Aid CPR/AED, Level C
8. The Contractor and its employees will be required to attend a Health and Safety Orientation from Beaver County immediately after operations begin in April of each year.
9. Deal with problem pests including, but not limited to: wasps, bees, skunks, mice.

**Financial, Administrative Records and Statistics:**

1. Learn and use Campground master software program (training available through Beaver County), or any subsequent software program selected by the County.
2. Register all campers/day users and collect all authorized fees (have knowledge of cash register and a debit machine) related to the operation of the campground facilities/services and/or materials (including shower revenue).

3. Provide information to all campground visitors and guests and maintain a high level of public relations with all persons using the park.
4. Organize and oversee all concession activities including the sale of firewood, ice and other goods.
5. The concession stand must be operated from 10 am to 8 pm each day to provide the campground services previously listed, but also to handle sales of miscellaneous goods (firewood, consumables, snacks, etc.). The operator may be required to provide further sales of goods after 8 pm. at the discretion of the Contractor.
6. The Contractor must provide sales of concession goods and firewood, with a usual selection attached as Schedule C. The Contractor will not be permitted to sell fireworks and other goods not approved by the County. The County reserves the right to limit the sales of certain goods deemed not appropriate in a campground setting or in violation of Federal, Provincial or local rules and regulations.
7. The Contractor must balance daily all campground receipts and maintain appropriate documentation such as transaction tapes and receipt totals.
8. Weekly bank deposits are to be done on Monday of each week unless Monday is a Statutory holiday, in which case, deposit will be made on Tuesday.
9. All camping and shower records, reports and revenue are to be submitted to Beaver County Service Centre on Monday of each week (in the case of Monday falling on a Statutory holiday, records are to be submitted by Tuesday of that week).
10. Record all comments/concerns voiced by campers and park users.
11. Retain lost and found records.
12. Complete an "End of Season" report to include comments and recommendations for future consideration and forward this report to Beaver County.
13. The County will provide a Point of Sale Terminal (commonly referred to as credit/debit machine) for all transactions related to County transactions (camping revenue). If the Contractor requires a Point of Sale Terminal for other sales of the Contractor (e.g. concession, firewood, ice), it will be the responsibility of the Contractor to arrange installation of this Point of Sale Terminal at Contractor expense.

**Minor and Major Repairs and Maintenance:**

1. The Contractor will be responsible to undertake and pay for all maintenance of the Premises, which is not the result of accidental loss. Such maintenance will include both Minor Repairs and damage to the Premises for which the Contractor is responsible, to ensure that the Premises are safe, operational and maintained to a good and workmanlike standard.

2. Minor Repairs include, but are not limited to: tightening, adjusting, lubricating or replacing hardware; repairing or replacing broken locks, hinges, screens, windows, doors, taps, weather-stripping, paper dispensers, soap dispensers, damaged or rotted posts or boards, non-functioning or damaged lights or fixtures, leaking taps, washers or pipes and poorly functioning furnace filters and other equipment. Minor repairs also include spot painting.
3. The County will be required to provide any parts and/or supplies needed by the Contractor to complete the Minor Repairs, with approval to purchase supplies being first obtained from Beaver County or supplies being provided directly by Beaver County.
4. Maintenance activities are not Major repairs within the meaning of this Agreement.
5. For the purpose of Section 1 above, "accidental loss" shall be defined as follows:
  - a. The loss is outside the scope of normal wear and tear including vandalism, and does not fall into the category of "minor repairs" as defined in this Agreement; and
  - b. The loss is not an insurable loss as defined by the County's insurance policies.
6. The County will be responsible to undertake and pay for Major Repairs deemed to be over and above Minor Repairs, including but not limited to, the following:
  - a. All heating (including all boilers and furnaces), air conditioning, plumbing, and electrical machinery and equipment, and all other machinery and equipment which by their nature require periodic repair and maintenance;
  - b. All structural repairs and maintenance including all repairs and maintenance to any portion of the roofs, perimeter load bearing walls, facilities and foundations.
  - c. Major painting and or cosmetic upkeep of facilities and/or equipment (beyond spot painting).
7. For Major Repairs:
  - a. Such repair shall be reported to Beaver County, which will in its sole discretion arrange for repair to be undertaken.
  - b. The County may negotiate with the Contractor to provide the repairs necessary, at a price mutually agreeable to the County and Contractor.
  - c. The Contractor shall provide the County with properly executed receipts and other supporting proof, as requested, to show the actual

expenditures respecting the major repair amount. The expenditures for major repair amounts that count toward the Contractor's obligation are the reasonable, direct expenditures by the Contractor for approved major repairs exclusive of overhead, financing or supervision expenses. Any dispute about what is the reasonable direct expenditure by the Contractor respecting major repair amounts shall be settled by the decision of the County, acting reasonably.

8. All Minor and Major repairs conducted by the Contractor shall be completed in a good and workmanlike manner to the satisfaction of the County, acting reasonably.

### **Manpower and Equipment**

The Contractor shall supply all personnel, equipment and supplies necessary to operate and maintain Black Nugget Lake Park. For reference, the previous contractor has utilized the following equipment to maintain Black Nugget Lake in past years:

- Truck
- Side by side/UTV
- Tractor with tiller for playground sand maintenance
- Mower(s)
- Weed Wacker
- Chain saw
- Axe
- Shovel, rake, spade/wheel barrow
- Trimmers/pruning shears
- Basic tool set including: hammer, wrenches, socket set, drill screws, nails, drill bits
- Ladder
- Paint roller, brushes, tray
- Jerry can
- Air compressor
- Garden hose
- Rope, straps, tarps