



THIS CONTRACT MADE EFFECTIVE AS OF THE _____ DAY OF _____, 2022

BETWEEN:

(hereinafter referred to as the “Contractor”)

OF THE FIRST PART

-and-

BEAVER COUNTY
BOX 140
RYLEY, ALBERTA
T0B 4A0

(hereinafter referred to as the “County”)

OF THE SECOND PART

INDEPENDENT PARKS CONTRACTOR CONTRACT

WHEREAS the County has need of an operator/host to operate and maintain its municipal recreation area of Black Nugget Lake (“Nugget Lake Campground”) from May 2022 to September 2024, with an option for contract extension.

AND WHEREAS the County wishes to enter into a Contract with the Contractor as an independent Contractor for the provision of certain services;

AND WHEREAS the County 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 County hereby engages the Contractor to provide services as the operator/host for Nugget Lake Campground. As operator/host, the Contractor will perform the services set out in Attachment “A” hereto to the County’s satisfaction (hereinafter called the “Work”).
2. Unless otherwise agreed, the Contractor will provide _____ (the “Employee”) to perform the Work set out in this Contract. The County reserves the right, in its sole discretion, to approve or reject the Employee.
 - a. The Employee will be the first point of contact with the County with respect to the performance of this Contract. All correspondence and liaison between the Contractor and the County with respect to the day-to-day operations and maintenance of Nugget Lake Campground will be through the Employee.

3. This Contract will continue in full force and effect commencing no later than 1 week prior to the May long weekend in each year of the Contract, and terminating no later than 3 days after September 30 in each year of the Contract (the "Term") inclusive, with an option for contract extension. Such extension must be mutually agreed by both parties to this Contract.
4. At the County's discretion, the campground and day use areas will be open to the public and for public camping from the Wednesday prior to the May long weekend each year until September 30th of each year, inclusive (hereafter referred to as the "Camping Season").

Accommodation

5. During the Term of this Contract, the Contractor (or its Employee as set out in Clause 2) must live on the site provided at Nugget Lake Campground, in the accommodation provided by the Contractor. The Contractor may be allowed a maximum of one dog within the confines of Nugget Lake Campground.
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 Contract. The standard of good condition and cleanliness will be at the sole discretion of the County.
7. The County will supply a telephone, electricity, Wi-Fi internet, and water to the accommodation, at no cost to the Contractor, except for the cost of any personal long-distance telephone calls and excess use of Wi-Fi (e.g. streaming) incurred by the Contractor, which shall be reimbursed to the County.
8. The Employee will vacate Nugget Lake Campground within three (3) days of the end of the Camping Season.
 - a. The County may authorize the Contractor to leave its personal belongings, equipment, supplies, etc. on-site between each Camping Season, provided that the Contractor provides the following documents prior to September 15 of each year.
 - (i) Written confirmation of insurance coverage for theft, loss, damage, or spoilage, of such belongings, equipment, supplies, etc. during the off-season, and
 - (ii) Written acknowledgement and acceptance by the Contractor of the extension of the indemnification clauses in the Contract with respect to the theft, loss, damage, or spoilage of such belongings, equipment, supplies, etc. during the off-season.

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 to meet the County's standards as outlined in this Contract.

- a. In the event the Contractor is not performing promptly and diligently to meet the County's standards as outlined in this Contract, the County may notify the Contractor to proceed more rapidly and/or hire more employees. The Contractor will not be entitled to any additional compensation from the County for additional expenses incurred as a result of such adjustments.
10. The Contractor may enter into contracts to provide services to others while the Contractor provides services during the term of this Contract, provided that such other contracts do not interfere with the ability of the Contractor to meet its obligations under this Contract.
11. The Contractor represents, warrants, and agrees that it will perform the Work in a competent, timely, and professional manner and to the County's satisfaction. The Contractor agrees it will perform the Work as required by the County under and subject to the County's policies, rules, bylaws, and practices.
12. Specifically, the Contractor will:
 - a. Operate and maintain Nugget Lake Campground in accordance with the duties and responsibilities set out in Attachment A – The Work to this Contract and as directed by the County, and
 - b. Follow and enforce the rules and regulations set out in Attachment A – The Work to this Contract, and as established from time to time by the County.
13. The Contractor represents that the Contractor is a resident of Canada for the purposes of Canadian income tax legislation.
14. The Contractor will deliver all receipts for overnight camping and shower fees to the County via the ATB Financial branch located at 5021 – 50th Street, Ryley, Alberta.
15. The Contractor will not be entitled to assign or subcontract its duties under this Contract without prior written approval of the County, acting reasonably.
 - a. The Contractor may hire employees (day labour) to assist with its operation and maintenance responsibilities.
 - b. The Contractor will be solely and independently responsible for the direction, supervision, and control of its employees.
 - c. The Contractor's day labour employees will be lawfully eligible to work for the Contractor and will be deemed employees of the Contractor. The Contractor will be responsible for compensating its employees and otherwise adhering to all Federal and Provincial employment legislation.
16. Prior to May 15 of each year of the Contract, the Contractor will provide a clear vulnerable sector check for itself, the Employee, and all employees working in Nugget Lake Campground.

Termination

17. This Contract may be terminated:

- a. By the County at any time without notice and without penalty when there is a material breach of a term of this Contract by the Contractor.
 - b. By the County without cause, and without penalty, upon giving the Contractor thirty (30) days' written notice of its intention to terminate.
 - c. By the Contractor upon giving the County thirty (30) days' written notice of its intention to terminate.
18. In the event this Contract is terminated by either party, the contract payment will be prorated for the Work provided by the Contractor under this Contract.
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 County shall pay a contracting fee to the Contractor as follows:

Total contract value of \$_____ plus GST to be broken down and paid as follows:

2022

Month	Earnings
May	\$
June	\$
July	\$
August	\$
September	\$
October	\$
Total	\$ + GST

2023

Month	Earnings
May	\$
June	\$
July	\$
August	\$
September	\$
October	\$
Total	\$ + GST

2024

Month	Earnings
May	\$
June	\$
July	\$
August	\$
September	\$
October	\$
Total	\$ +GST

- a. In addition to the compensation noted above, in each season, should the County require the Contractor to carry out additional cleaning/sanitization to meet Federal or Provincial standards or requirements related to the COVID-19 pandemic as outlined in Attachment A of the Contract, the County will compensate the Contractor an additional amount of \$_____ per week.
- b. For clarity and to facilitate the administration of the compensation for additional cleaning/sanitization, the County will provide a minimum of three (3) days' written notice (by e-mail) to the Contractor that additional cleaning/sanitization will be required.
- c. Upon receiving such notice, the Contractor will implement additional cleaning/sanitization protocols as outlined in Attachment A no later than three (3) days from the date of the County's notice, and will advise the County in writing when such cleaning/sanitization has commenced. The date of commencement of such cleaning/sanitization will establish the date from which the additional compensation will be paid.
- d. If additional cleaning/sanitization commences after the first day of the week (Monday) or is discontinued before the last day of the week (Sunday), compensation will be prorated on the basis of 1/7 of the weekly rate established in Clause 20a. above for each day that cleaning/sanitization is carried out.

21. The amounts set out in Clause 20 are payable as follows:

Payment (less any withholdings pursuant to Clause 23 of this Contract) will be made within twenty-eight (28) days from the date of receipt of an invoice from the Contractor, such invoice to be submitted no earlier than the last day of the month in which the services were provided. A monthly clearance letter evidencing the Contractor's good standing with WCB and a statutory declaration, confirming that the Contractor has fulfilled all its lawful obligations in respect of employees, subcontractors, and suppliers in relation to the Contract, as of the date of the invoice, must accompany each invoice.

22. A security holdback will be assessed and withheld from each invoice payment. The holdback will be in the amount of five percent (5%) of each payment and will be held back for a maximum period of sixty (60) days after the end of each yearly term. The purpose of the holdback is to ensure full performance of the Contract, enable the County to conduct a final inspection of the campground, and provide the Contractor with the opportunity to fulfill all its obligations. The holdback may also be utilized as a builder's lien holdback, if applicable.

The holdback (less any withholdings pursuant to Clause 23 of this Contract) may be released prior to the sixty (60) day holdback period provided that the County has conducted a final inspection of the campground, is satisfied that the Contractor's responsibilities in respect of seasonal campground closing have been met, and a statutory declaration confirming that the Contractor has fulfilled all its lawful obligations in respect of employees, subcontractors, and suppliers in relation to the Contract has been received.

23. The Municipality may withhold payment of any monies payable to the Contractor while the Contractor is in default of any provision of this Contract.

For clarity, a default by the Contractor includes any failure to perform any requirement of the Contractor under this Contract. If a default occurs, the process for resolution is as follows:

For default of services for which no deadlines have been established in the Contract:

- a. The County will provide written notice (by e-mail) to the Contractor of a default.
- b. The Contractor must respond to the County's notice within 24 hours with a plan and timeline to remedy the default.
- c. It will be at the County's sole discretion, acting reasonably, to accept or reject the Contractor's plan and timeline to remedy the default.
- d. If the Contractor fails to remedy the default within the timeline approved by the County, the County will have the option, at its sole discretion, to:
 - (i) reduce compensation at the rate of 50% of the daily rate of compensation under Clause 20 of the Contract, calculated from the date of the County's notice to the Contractor under Clause 23a. to the date that the default is remedied, or
 - (ii) remedy the default itself, in accordance with Attachment A – The Work.
 - (iii) Subject to Clause 23e. below, the reduction in compensation under Clause 23d.(i) will not be returned to the Contractor after the default is remedied.
- e. If the Contractor remedies the default within the timeline approved by the County, the reduction in compensation under Clause 23d.(i) will not be levied.
- f. Continued defaults, whether the same or different defaults of the requirements of the Contract, and whether remedied within the approved timelines or not, may constitute a material breach of the Contract, and the County may be entitled to terminate the Contract under Clause 17a.

For default of services for which a deadline has been established in the Contract:

- g. The County will not provide advance written notice to the Contractor of the default.
- h. Once the County becomes aware of the default (whether by its own discovery or by any other means), it will provide written notice (by e-mail) to the Contractor that a default has occurred and that the Contractor's compensation will be reduced at the rate of 50% of the daily rate of compensation under Clause 20 of the Contract, calculated from the first day following the deadline established in the Contract to the date that the default is remedied.
 - (i) The reduction in compensation under Clause 23h. will not be returned to the Contractor after the default is finally remedied.
- i. Continued defaults, whether the same or different defaults of the requirements of the Contract, and whether remedied within the approved timelines or not, may constitute a material breach of the Contract, and Beaver County may be entitled to terminate the Contract under Clause 17a.

24. In the event that this Contract is terminated by either party, the County 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 County at the time of termination.
25. Any adjustments for overpayment of monies to the Contractor may be made by the County at any time, notwithstanding that full payment for the Work may have already been made to the Contractor.

Legislation, Policies & Procedures

26. The Contractor will comply with all applicable statutes, regulations, bylaws, and licensing requirements of local, Provincial, and Federal 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*, the *Freedom of Information and Protection of Privacy Act*, and the *Income Tax Act*.
27. The Contractor will follow and comply with all policies and procedures of the County which have application to the Contractor while performing the Work, unless otherwise directed by the County.

Confidentiality

28. The Contractor will not, during the term of this Contract 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 County in any way obtained directly or indirectly during the Contractor's association with the County by the terms of this Contract, other than published material lawfully in the public domain. This knowledge includes, but is not limited to, personal information (names, addresses, phone numbers, e-mail addresses, financial information, etc.) of users of Nugget Lake Campground.
29. The Contractor shall keep confidential any information proprietary to the County, which may, during the course of the Work, be revealed to the Contractor by the County.

Independent Contractor

30. The parties hereto agree that no oral agreement or provisions of this Contract will be construed so as to constitute the Contractor as being the agent, servant, or employee of the County. 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 County, except as done pursuant to the duties and responsibilities set out in Attachment A – The Work and as may be authorized in writing by the County.

31. The Contractor will not be deemed to be an employee of the County. The Contractor will 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 will be the sole responsibility of the Contractor and will be forwarded to the appropriate Government agencies as required by law. Proof of compliance with this requirement will be made available to the County on request.

Insurance

32. The Contractor hereby agrees to:
- a) Indemnify and hold harmless the County from and against all losses and expenses suffered or incurred by the County arising from or connected with any personal injury, disability, or death, however caused, to any of the Employee or the Contractor's employees to the extent not covered by Workers' Compensation for any reason.
 - b) Indemnify and hold harmless the County from any and all third-party claims, demands, or actions for which the Contractor is legally responsible, including those arising out of negligence or wilful acts by the Contractor, the Employee, or the Contractor's employees or agents.
33. The Contractor will obtain and maintain during the term of this Contract, Commercial General Liability Insurance covering the legal liability of the Contractor providing at least two million dollars (\$2,000,000.00 Cdn) coverage, each occurrence, for injury, death, or property damage, including contractual liability, non-owned automobile liability, and tenants legal liability with a minimum limit of two million dollars (\$2,000,000.00 Cdn) coverage. The Contractor agrees to reimburse the County for any and all damage(s) to the County's property caused by the Contractor, or its permitted subcontractors or employees, in performing the Work. The Contractor will provide the County with evidence of coverage, which includes:
- a) broad form property damage and
 - b) "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 Contract, the Contractor will provide automobile liability insurance covering all automobiles licensed in the name of the Contractor that are used in connection with the services, and providing at least two million dollars (\$2,000,000.00 Cdn) 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 Cdn) inclusive per occurrence.
35. Certificates of Insurance, naming the County as an additional insured, will be supplied by the Contractor to the County within seven (7) days of the award of the Contract and by January 1st of each subsequent year. The Certificate of Insurance will evidence that the above insurance is in force, and the Contractor will provide the County with at least thirty (30) consecutive days' written notice prior to any cancellation or material change to the policies due to the Contract not being fulfilled, either by non-payment or non-compliance, by the Contractor.

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 Contract is in effect. In the event the Contractor is a sole proprietor, the Contractor must purchase personal Workers' Compensation coverage for themselves. Proof of compliance with requirements of this Clause will be provided by the Contractor to the County within seven (7) days of the award of the Contract and thereafter within 7 days' written request from the County to the Contractor.

Liability and Indemnity

37. The Contractor will maintain adequate safeguards and use reasonable care in the performance of all work. The Contractor will be liable to and shall indemnify and hold harmless the County, 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 Employee, the Contractor's agents, employees, subcontractors or representatives, in the performance of this Contract.
38. The Contractor further agrees to indemnify and save harmless the County 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 County under Income Tax, Employment Insurance, or Canada Pension legislation during the term of this Contract.
39. The Contractor's obligation to indemnify the County will survive the termination of this Contract.
40. The County will 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, the Employee, its employees, representatives, or subcontractors in the performance of this Contract.

Arbitration

41. The County and the Contractor agree that any dispute between the parties arising from this Contract will be resolved by arbitration before a single arbitrator agreed upon by the parties, or in default of such Contract, 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 any time after thirty (30) days from the date of the dispute. The decision of the arbitrator will be final and binding upon the parties.
42. The arbitration will be conducted in accordance with the provisions of the *Arbitration Act*.

Survival of Representations

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

General

44. If any provision of this Contract is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, all other provisions of this Contract will nevertheless, remain in full force and effect. No provision of this Contract will be deemed dependent on any other provision unless expressly so stated herein.
45. This Contract embodies the entire Contract between the parties, superseding any prior Contract, 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 Contract will 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 will continue in full force and effect. Any forbearance by the County to seek a remedy for any breach by the Contractor will not be a waiver by the County of its rights and remedies with respect to any subsequent breach.
47. This Contract will 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 Contract 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 Contract importing the singular will include the plural and vice versa.
50. The headings in this Contract are for reference purposes only and will not affect in any way the meaning and interpretation of this Contract.
51. The Contractor covenants that in entering into this Contract, the Contractor has taken as much time as thought necessary to investigate the nature and facts of this Contract, and has sought as much independent advice as the Contractor deems necessary after time, before executing this Contract.
52. This Contract may be executed in counterparts, each of which when so executed will constitute an original and all of which together will constitute one and the same Contract, which will 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 Contract and have had an opportunity to seek independent legal advice prior to entering into this Contract, and that they have executed this Contract with full force and effect effective the date first above written.

CONTRACTOR

Per:

(Name)

(Witness Name)

BEAVER COUNTY

Per:

(Name)

(Name)

(Seal)

Attachment A – The Work

Overview

The following services are required to maintain and operate Nugget Lake Campground day use area and park, 7 days per week, during the Term of the Contract. Such services will be carried out to the County's satisfaction.

Activities and duties for the period prior to Camping Season 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.

Activities and duties for the period after Camping Season include:

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

Following are activities and duties required by the Contractor during the Camping Season. In all cases, the standards of cleanliness, grounds maintenance, repairs, security surveillance, health and safety compliance, record-keeping, and concession operation will be carried out to the County's satisfaction.

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. Disinfect and clean shower mats daily.
6. Empty coin boxes in showers daily.
7. Clean and polish chrome fittings as required, including, but not limited to door handles, safety bars, etc.
8. Spot-clean walls, partitions, doors, and dispensers as required.
9. Inspect, supply, and re-stock dispensers such as paper towel, toilet paper, and soap as required.
10. Clean light fixtures and fans, change bulbs, and remove bugs as required.
11. Clean exterior entranceways including ramps. Remove garbage and other debris as required.
12. Ensure the outdoor privies are clean, sprayed with chemical, and pumped out as required.

Additional Cleaning/Sanitization (with respect to Clause 20 of the Contract)

(to be completed by the Contractor)

1. _____
2. _____
3. _____

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. Tag dead trees for removal.
5. Complete lawn mowing requirements as necessary, generally to a height no greater than 10 cm (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 pet feces daily. Transport same to an approved waste disposal site.
9. Clean all signs within the Nugget Lake Campground 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. Rake sand daily to ensure sufficient sand underneath the swings and slides to reduce impact. Sand must be thoroughly searched if broken glass is present.
13. Clear playground of debris/garbage and weeds weekly.
14. 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 in accordance with the Contract.
15. 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 pits (as required), inspection and cleaning of picnic tables, power pedestals, and other installations and equipment, mowing or weed eating as required.
16. 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.
17. Ensure that all materials, signs, supplies, and equipment are properly stored at the end of the campground season.
18. 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.
19. Perform maintenance of Minor and/or Major Repairs as outlined further in this Attachment.

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 campground season to respond to emergencies after hours.
7. The Contractor, the Employee, 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 15) of the Contract.

Details of security will be further outlined with the Contractor by the County. For purposes of the Contract, the Contractor or the Employee 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 will establish and maintain a system or process that ensures, as much 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 Contractor will be required to provide proof of training in the following health and safety disciplines after signing a Contract and prior to work beginning in the first and subsequent years. Failure to provide proof of training as required will constitute a default for which a deadline has been established (Clause 23 of the Contract).

- 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, the Employee, and its employees will be required to attend a health and safety orientation from Beaver County immediately before operations begin in May of each year.
 9. Deal with problem pests including, but not limited to, wasps, bees, skunks, mice, pigeons, magpies, crows, and water fowl; and any nests these pests build.

Financial, Administrative Records and Statistics:

1. Learn and use the Camp Reservations Canada software program (training available through Beaver County) or any subsequent software program selected by the County.
2. Register campers/day users who cannot register themselves, 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 Nugget Lake Campground.
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 (6 pm on Sundays) to provide the campground services previously listed, but also to handle sales of miscellaneous goods (firewood, consumables, snacks, etc.). The Contractor or the Employee 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 sale 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 made on Monday of each week unless Monday is a Statutory holiday, in which case, deposits 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 the Contractor's expense.

Minor and Major Repairs and Maintenance:

1. The Contractor will be responsible to undertake and pay for all maintenance of the Nugget Lake Campground, which is not the result of accidental loss. Such maintenance will include both Minor Repairs and damage to the Nugget Lake Campground for which the Contractor is responsible, to ensure that Nugget Lake Campground is 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 Contract.
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 Contract; 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 need for repair will 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 will 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 will be settled by the decision of the County, acting reasonably.
8. All Minor and Major Repairs conducted by the Contractor will be completed in a good and workmanlike manner to the satisfaction of the County, acting reasonably.

Manpower and Equipment

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

- Truck

- Side-by-side/UTV
- Tractor with tiller for playground sand maintenance
- Mower(s)
- Weedwhacker
- Chainsaw
- Axe
- Shovel, rake, spade/wheelbarrow
- Trimmers/pruning shears, hand saw
- 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
- Pressure washer
- Light bulbs
- Office supplies
- Cleaning supplies