

CITY OF KENAI

REQUEST FOR PROPOSALS (RFP)

Kenai Multi-Purpose Facility Management Services

ISSUED OCTOBER 6, 2020

PROPOSAL DELIVERY DEADLINE 2:00 PM October 22, 2020

> Issued By: CITY OF KENAI Administration 210 Fidalgo Avenue Kenai, AK 99611

Point of Contact: Robert J. Frates <u>bfrates@kenai.city</u> (907) 283-8261 Blank Page

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Attachments: Exhibit A – Scope of Services

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CITY OF KENAI 210 FIDALGO AVENUE KENAI, ALASKA 99611-7794 (907) 283-8261

REQUEST FOR PROPOSALS (RFP)

Project Name: Kenai Multi-purpose Facility Management Services
Proposal Documents Available: Tuesday, October 6, 2020
Pre-proposal Site Visit: Wednesday, October 14, 2020 @ 2:00 p.m. (Maintaining social distancing guidelines)
Last Day for Questions: Thursday, October 15, 2020 @ 5:00 p.m.
Proposal Due Date: Thursday, October 22, 2020 @ 2:00 p.m. at the Parks & Recreation Administrative Office, 332 Airport Way, Kenai, Alaska 99611.

SCOPE OF WORK: Facility Management Services at the City of Kenai Multipurpose Facility as detailed within the Request for Proposal Documents.

Proposers must contact Administration at (907) 283-8261 to be placed on the list to receive addenda.

RFP documents can be obtained on the City of Kenai website at <u>www.kenai.city</u> or at the Parks & Recreation Administrative Office at 332 Airport Way, Kenai, AK 99611.

Publish: Anchorage Daily News – October 6, 2020 Peninsula Clarion – October 7, 2020 or first date available please Blank Page

REQUEST FOR PROPOSALS (RFP) INSTRUCTIONS

1.0 GENERAL INFORMATION

1.1 Purpose

The City of Kenai, Alaska is seeking proposals from qualified Proposers for Management Services at the Kenai Multi-purpose Facility. The successful proposal will provide for Kenai Multi-purpose Facility Management Services based on a mutually agreed upon program and budget, and the services shall consist of the duties associated with facility, ice, compressor and Zamboni maintenance.

1.2 Background

The Kenai Multi-purpose facility (26,500 sq. ft.) is a partially enclosed building constructed in 1999. The facility was upgraded in 2001 with the addition of a refrigeration system. It is located near two local schools and is not only a significant contributor to the quality of life in Kenai, but is also an important fabric of our community. Hockey is one of the more popular youth programs in the local area.

The facility is a seasonal recreational skating facility open 24/7 and features a standard ice surface which is maintained from October through mid-March. Other associated assets include an ice resurfacer and garage, compressor room (indirect system), restrooms, concession, storage room, dressing rooms (5), sound system and raised bleachers (350 seating capacity) along one side.

Organizations consistently utilizing the rink include Kenai Central High School, Kenai Peninsula Hockey Association, Hockey Club Alaska, Nikiski Hockey and the Queens. Beginning 2017, all of Kenai Central High School's games are played at this location. A total of approximately 550 to 600 hours are reserved during the 5 ½ month long season. Public skate is made available seven (7) days per week from 1:00 p.m. to 2:30 p.m. unless otherwise noted.

1.3 Questions

Any questions regarding this proposal must be submitted <u>in writing</u> to Robert J. Frates by **5:00 p.m. on Thursday, October 15, 2020.** Questions may be emailed to <u>bfrates@kenai.city</u>. The subject line of the email must read: "Questions: Kenai Multi-purpose Facility Management Services.

Verbal requests for information or clarification will not be accepted. All questions will be answered and distributed to all prospective proposers via addendum. To receive project addenda, you must be on the plan holder's list. To be placed on the plan holder's list, contact Administration by phone at (907) 283-8261 or email <u>bfrates@kenai.city</u>. Downloading projects from the City website does not automatically place you on the plan holder's list.

1.4 Preparation Costs

The City shall not be responsible for proposal preparation costs, nor for cost including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked proposer and/or award of agreement and/or rejection of proposal. By submitting a proposal, each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

2.0 RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire Request for Proposal (RFP) and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and conditions likely to be encountered in performing the work.

2.2 Proposal Acceptance Period

Proposals must be irrevocable for ninety (90) days following the submission date.

2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Proposer is announced. At that time, the selected proposal is open for review by the competing proposers, excluding any tabulations and evaluations thereof. Afterward the award of an Agreement, all proposals, tabulations, and evaluations will then become public information.

2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straight forward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on: (1) Conformance to the RFP instructions; (2) Responsiveness to the RFP requirements; and (3) Completeness and clarity of content.

2.5 Signature Requirements

The proposal transmittal letter must be signed. A proposal may be signed by; an officer or other agent of a Proposer, if authorized to sign agreements on its behalf; a member of a partnership; an owner of a privately-owned Proposer; or other agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

2.6 Proposal Submission

Four (4) complete bid proposal shall be submitted to the City of Kenai Administration at 332 Airport Way, Kenai, AK 99611, clearly marked with the proposer's name and "Kenai Multipurpose Facility Management RFP."

2.7 Tax Compliance

Kenai City Code requires that businesses or individuals contracting to do business with the City comply with the Kenai Peninsula Borough tax provisions. No agreement will be awarded to any individual or Proposer found to be in violation. The Kenai Peninsula Borough Tax Compliance Certification form is attached.

2.8 Licenses and Certifications

Proposers shall include with their proposals copies of all licenses, certificates, registrations and other credentials required for performance under the agreement. Documentation must be current and must have been issued by or under authority of the State of Alaska or, if documentation is from an outside jurisdiction, such documentation must be accepted as valid by the State of Alaska for performance in Alaska. Such documentation shall include, but is not limited to, Alaska business license and applicable professional licenses, registrations, and certificates.

2.9 News Media Releases

News Media releases pertaining to the award resulting from the RFP shall not be made without prior written approval of the City of Kenai's City Manager.

2.10 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the City of Kenai. One copy shall be retained for the official files of the Public Works Department and will become public record after award of an Agreement.

2.11 Oral Change/Interpretation

No oral change, or interpretation, of any provision contained in this RFP is valid. Written addenda will be issued when changes, clarification, or amendments to proposal documents are deemed necessary by the City.

Proposer shall acknowledge receipt of addenda in their transmittal letter. Only a proposal acknowledging receipt of all addenda may be considered responsive, unless the unacknowledged addenda, in the opinion of the City Manager, would have no material effect

on the terms of the proposal. The City Manager may elect to allow a proposer to acknowledge receipt of addenda after opening proposals.

2.12 Replacement of Submitted Proposals

Replacements will be accepted by the City, and binding upon the responding Proposer, only if it is received by the City at the place designated for submission prior to the scheduled deadline and meets all other RFP conditions.

2.13 Late Submissions

Proposals received after the date and time specified in this RFP will not be considered.

2.14 Withdrawal of Proposals

At any time prior to the scheduled closing time for receipt of RFP submittals, any responding Proposer may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after opening without the written consent of the City.

2.15 Acceptance – Rejection of Proposals

The City may reject any or all proposals if the City Manager determines that it is in the best interest of the City and may waive irregularities, other than the requirements for timeliness and manual signature, if the irregularities do not affect the competitive advantage of any proposer.

2.16 Choice of Law and Jurisdiction

The laws of the State of Alaska shall govern this RFP, and any legal action brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

2.17 Conflicts of Interests

No member of the governing body of the City of Kenai or other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interests, direct or indirect, in any ensuing agreement as a result of this Request for Proposal, without first disclosing his/her potential conflict, by submitting a letter to the Clerk's Office establishing their "intent to do business with the City." The Proposer for itself and its principal employees, officers, agents, directors or shareholders covenants that neither the Proposer nor any of the listed classes of individuals has nor shall acquire any interest, direct or indirect, in the project, direct or indirect, to which the agreement pertains which would conflict in any manner or degree with the performance of its work hereunder. The selected proposer further covenants that in its performance of the agreement no person having such interest shall be employed, without first disclosing his/her conflict.

3.0 SCOPE OF SERVICES

3.1 Services to be Performed

The City of Kenai requires the following to manage the Kenai Multi-purpose Facility:

See Exhibit A (Scope of Services)

3.2 Contract Formation

A contract in this matter will not be formed until executed by all parties including the City of Kenai City Manager. Performance under the contract will not begin until the contract is fully executed by all parties. A sample facilities management agreement services agreement are provide as an attachment. Terms and conditions of these agreements are subject to negotiation with successful Proposer.

3.3 Term and Conditions

A. Term of Contract

A contract will be for an approximately three-year term of November 5, 2020, through March 23, 2023, and may be extended for two successive one-year terms by mutual consent of the City and the Proposer. Neither party has any obligation to agree to extend the initial term of the Agreement. This will be for seasonal ice which shall typically run from approximately October 1st through March 23rd annually.

B. Subject to Appropriation

Compensation for services require the Kenai City Council to annually appropriate funds for payment of services. The obligation of the City to provide funding is subject to the availability of funds lawfully appropriated for that purpose by the Kenai City Council.

C. Insurance and Indemnification Requirements

The Proposer must, at Proposer's own expense, throughout the term of the Agreement secure and maintain the following insurance:

- i. Comprehensive general liability insurance, including premises, all operation, property damage, personal injury and death, broad-form contractual coverage with a per occurrence limit of not less than \$1,000,000 combined single limit;
- ii. Worker's compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045 (Proposer is responsible for worker's compensation insurance for any sub-

proposer who directly or indirectly provides services under this Agreement); and,

iii. Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$1,000,000 combined single limit per occurrence.

All insurance required must also meet the following requirements:

- i. For comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured;
- ii. For workers compensation insurance, general liability, and automobile liability insurance, where possible, include a waiver of subrogation so that the insurer waives all rights of subrogation against the City of Kenai for payments made under the policy;
- iii. Provide Owner with at least 30 days' written notice before any termination, cancellation, or material change in insurance coverage is effective; and,
- iv. Be issued by a company/corporation currently rated "A-" or better by A.M. Best.

Proposer must indemnify, defend, and hold harmless the City and its agents, employees, and/or insurers from claim, loss, damage, liability, including injury and death or expense in any way related to any act or omission of Proposer or Proposer's employees, agents, or invitees arising out of Proposer's performance of services under the Agreement, except to the extent any negligence of City or its employees or agents is a proximate cause of any injury or damage. If a third party asserts a claim against Proposer and City, Proposer and the City shall seek in good faith to achieve Agreement to an apportionment of fault as between them without an independent of litigation. This provision shall survive expiration of termination of any Agreement.

4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

4.1 Letter of Transmittal

Briefly state your Proposer's understanding of the services to be performed and make a positive commitment to provide the services specified.

List names of the persons who are authorized to make representations for your Proposer, their titles, addresses, and telephone numbers.

The letter must be signed by a corporate officer or other individual who has the authority to bind the Proposer.

The letter must acknowledge all addenda, if any.

4.2 Profile of the Management Proposer and Key Staff

Describe your organization and key staff experience and qualifications in the following areas:

- a. Facilities Management
- b. Operating & Maintaining Ice Rink Facilities
- c. Ice Resurfacing Machines and Refrigeration Systems
- d. Customer Service

Identify key staff who will provide services on behalf of the Proposer. Resumes should be included for each individual referenced.

4.3 Plan of Operations

Provide a narrative on how your organization will fulfill the Scope of Work and provide the required services for the Kenai Multi-purpose Facility in a Plan of Operations.

4.4 COVID-19 Related Requirements

There are currently Federal, State and Local laws, regulations and guidelines related to the COVID-19 crisis. The successful vendor will be responsible for fully complying with all such existing laws, regulations and/or guidelines, present and future. Vendors should submit, as part of their Plan of Operations, details related to how Proposer plans to comply with such measures, including social distancing, disinfecting and other related measures.

4.5 Cost Proposal

Complete the Cost Proposal Form included for Kenai Multi-purpose Facility Management.

The cost proposal must be per hour for the initial contract period (three years) and open for acceptance by the City for a period of not less than ninety (90) calendar days from the date the proposal is due. A proposal will be rejected if it contains a material alteration or erasure, which is not initialed by the signer of the proposal.

The cost proposal page must be placed in a separate sealed envelope and marked "Kenai Multipurpose Facility Management Services – Cost Proposal."

4.6 References

The proposal shall include a list of five (3) references for work performed by the Proposer similar to this engagement. For each reference, please include name and address of entity; name, title,

e-mail address, telephone number for a contact for the entity; the number years vendor serviced the entity; a brief summary of the scope of services provided. The City will contact references to ascertain the Proposer's performance, specifically in the areas of knowledge and expertise, customer satisfaction, and conformance to a similar Scope of Work as this engagement.

4.7 Submission Package Contents

A complete bid package shall include the following documents:

- Letter of Transmittal
- Narrative, Plan of Operations and References
- Proposal Cost Form
- Tax Compliance Certificate
- Applicable Licenses
- Non-Collusion Affidavit

5.0 **EVALUATION PROCESS AND CRITERIA**

5.1 Evaluation Process

A committee of individuals representing the City of Kenai will evaluate the proposals. The committee will rank the proposals as submitted. The City of Kenai reserves the right to award and agreement solely on the written proposal. A sample agreement is attached with all terms subject to negotiation.

The City also reserves the right to request oral interviews with the highest ranked Proposers (short list). The purpose of the interviews with the highest ranked Proposers is to allow expansion upon, and possible refinement of the written responses. If interview are conducted, a maximum of three (3) Proposers will be short-listed. A second score sheet will be used to score those Proposers interviewed. The final recommendation for selection will be based on the total of all evaluator's scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first.

The Proposer, whose proposal is ranked highest by the evaluation committee, may be invited to enter into final negotiations with the City for the purposes of agreement award.

5.2 Criteria

Proposals will be reviewed and scored by an evaluation committee made up of no less than 3 administrative personnel. The factors to be evaluated and the points available for each are as follows:

| 1. | Plan of Operations | (30 points) |
|----|--|-------------|
| 2. | Proposer's experience managing a similar facility | (20 points) |
| 3. | Qualifications and resumes of the key staff assigned | (10 points) |
| 4. | Proposer's references | (10 points) |
| | | |

5. Cost

(30 points)

Committee members will independently review the proposals and award points for above factors 1-4. Factor 5 will be scored by the committee as a whole using the following formula:

<u>Lowest total cost proposal</u> x = 10 = Points Awarded Proposer total cost proposal

6.0 APPEAL PROCEDURE

Any party submitting a bid or proposal for an agreement with the City and who believes that they are adversely affected by the City's relevant ordinances, regulations, procurement process, or by any acts of the city in connection with the award of a City agreement, may file an appeal in accordance with the appeal procedure outlined in Kenai Municipal Code KMC 7.15.120. The City's Code may be viewed online at https//kenai.municipal.codes/KMC/7.15.120.

7.0 TIMELINE

Dates below are approximate and as anticipated

| | • |
|------------------------------------|--------------------|
| Proposal Documents Available | 10/6/20 |
| Pre-proposal Site Visit (Optional) | 10/14/20 at 2:00pm |
| Last Day for Questions: | 10/15/20 by 5:00pm |
| Proposal Due Date: | 10/22/20 by 2:00pm |
| Proposal Evaluation Completed: | 10/27/20 |
| Notice of Intent to Award | 10/28/20 |
| Contract Execution: | 11/5/20 |
| Begin Services: | 11/5/20 |
| | |

8.0 SELECTION PROCESS

The Proposer with the highest total evaluation points may be invited to enter into agreement negotiations on cost, scope of work, and other terms of the agreement with the City of Kenai. If an agreement cannot be reached with the highest ranked Proposer, the city shall notify the proposer and terminate the negotiations. If proposals are submitted by one or more other proposers who are determined to be qualified, negotiations may then be conducted with such other proposers in the order of their respective rankings. This process may continue until successful negotiations are achieved. The City of Kenai reserves the right to reject any and all proposals submitted.

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CITY OF KENAI

COST PROPOSAL

KENAI MULTI-PURPOSE FACILITY MANAGEMENT SERVICES

ACKNOWLEDGEMENT

| In submitting this proposal, | we certify that we have examined the specifications documents, have received | l |
|------------------------------|--|---|
| \bigcap | $\square \square \square \square$ | |

Addenda Nos.

| Item | Description | Cost / Hour | | |
|------|---|-------------|--|--|
| 1 | Proposed hourly cost to the City of Kenai for Multi-Purpose Facility Management Services | \$ | | |
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| SIGNATURE RE | QUIREMENT | | |
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| Firm Name | | | |
| Address | | | |
| <u>City</u> | State | Zip | |
| Telephone | Fax | | |
| Representative | Title | | |
| Email Address | | | |
| The undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his/her signature below: | | | |
| Signature of Authorized Company Representat | ive Da | te | |

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|--|---------------------------------|---------------|--|----------------|-------------------------------------|
| FI 144 N. Binkley Street Soldotna, Alaska 99669-7. www.kpb.us | nance Departr ⁵⁹⁹ | Phor | ne: (907) 714- or: (907) 714- ax: (907) 714- | 2175 | |
| 1.) Fill in all information requeste | d. 2.) Sign and date. 3 | .) Submit wit | h solicitation, or | other. | For Official Use Only |
| Reason for Certificate: | | | For Departm | ent: | |
| Solicitation Othe | er: | | Dept. Conta | ct: | |
| Business Name: | | | | | |
| Business Type: | 🗌 Individual 🗌 | Corporatio | on 🗌 Partne | rship 🗌 Ot | her: |
| Owner Name(s): | | | | | |
| Business Mailing Address: | | | | | |
| Business Telephone: | | | Business Fax: | | |
| Email: | | | | | |
| REAL/PERSONAL/BUSINESS I | ACCT. NAME | | TAX ACCOL YEAR LAST P | | BE COMPLETED BY KPB) BALANCE DUE |
| KPB Finance Department (signat | lure required) | | ate | 🗌 In Compli | ance 🗌 Not in Compliance |
| SALES TAX AC | COUNTS | | TAX ACCOU | NTS/STATUS (TO | BE COMPLETED BY KPB) |
| ACCT. NO. | ACCT. NAME | | FILED THRU | M/F's | BALANCE DUE |
| KPB Sales Tax Division (signature | e required) | | ate | _ 🗌 In Compli | ance 🗌 Not in Compliance |
| | me of Applicant) | | (Title) | , h | ereby certify that, to the |
| best of my knowledge, the abo | ve information is correc | | Date) | Signature of A | Applicant (Required) |

IF ANY BUSINESS IS CONDUCTED OR IS AWARDED A BID WITHIN THE KENAI PENINSULA BOROUGH YOU MUST BE REGISTERED TO COLLECT SALES TAX. THE SALES TAX DEPARTMENT CAN BE REACHED AT (907) 714-2175. Blank Page

NON – COLLUSION AFFIDAVIT

(To be executed and submitted with Bid Proposal)

I, ______of ______, Firm Name

being duly sworn, do depose and state:

I, or the firm, association, or corporation of which I am a member, who bid on the Contract to be executed by the City of Kenai, for the Facility Management Services designated as:

Kenai Multi-Purpose Facility Management Services

located at Kenai, Alaska in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract.

| | Signature |
|---|--|
| | Name |
| | Title |
| | Date |
| ACKNOW | EDGMENT |
| STATE OF ALASKA) | |
|)ss THIRD JUDICIAL DISTRICT) | |
| The foregoing instrument was acknowl 2020, by | ledged before me this day of |
| | NOTARY PUBLIC for State of Alaska My Commission Expires: |

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AGREEMENT FOR FACILITY MANAGEMENT SERVICES AT THE CITY OF KENAI MULTI-PURPOSE FACILITY

THIS AGREEMENT is made this _____ day of ______ 2020, by and between the CITY OF KENAI (Owner), 210 Fidalgo Avenue, Kenai, AK 99611-7794, and ______ (Contractor), a (type of business), and governs facility management services provided by Contractor to Owner for management of the ConocoPhillips Multi-Purpose Facility (Facility) owned by and located in the City of Kenai. Facility address is 9775 Kenai Spur Highway.

1. Term. The term of this Agreement shall begin on approximately November 5, 2020, and end on March 23, 2023. This Agreement may be extended for two (2) successive one-year terms by mutual written consent of Owner and Contractor; however, no services shall be performed by Contractor between March 24 and September 27 of each year unless expressly agreed upon by the parties in writing. The typical season for this agreement and winter ice shall be October 1st through March 23rd.

2. Independent Contractor; No Agency. Contractor's relationship with Owner shall be that of an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this Agreement. Nothing contained in this Agreement shall be construed to create an agency, partnership, joint venture, or employee-employer relationship between Owner and Contractor. Contractor is not the agent of Owner and Contractor is not authorized to make any representation, contract, or commitment on behalf of Owner.

3. Designated Representative. Contractor is responsible for the direct supervision of Contractor's personnel through Contractor's designated representative, and such representative shall in turn be available at all reasonable times to confer with the designated agents of the Owner with respect to services rendered. The designated representative for Contractor is ______.

4. **Employees.** It shall be Contractor's duty to train Contractor's employees in

order to provide the services required. All personnel performing work under this Agreement shall be employees of Contractor. The services provided shall be performed by qualified, careful, and efficient employees in strict conformity with the best practices and highest applicable standards. The manner in which the services are performed shall be determined by Contractor. Contractor shall pay all salaries and expenses of, and pay all federal social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to, Contractor's employees.

5. Payment. Owner shall compensate Contractor for all services rendered at the rate of \$______ per hour. The total cost of all services performed during the initial term of this Agreement shall not exceed \$______. Contractor shall immediately inform Owner if scheduled ice reservations will result in services to be performed that would require payment in excess of \$______ and Contractor shall not perform those services until and unless directed by Owner.

Contractor shall provide an invoice for services to Owner no later than 5 (five) working days following the end of the month during which Contractor performed the services. Contractor shall deliver invoices to: City of Kenai, 332 Airport Way, Kenai, AK 99611. Payment shall be due from Owner to Contractor within thirty (30) days after Contractor submits the invoice for services to Owner.

6. Ice Schedule and Services. Ice reservations, scheduling, and collection of fees are the responsibility of Owner. Owner shall provide Contractor with a monthly schedule of ice reservations. Ice reservations and/or programs will be Monday through Sunday, including holidays. Ice scheduling will be for, but not limited to, hockey, figure skating, broomball, curling, public skate, and special events. The schedule shall be updated as needed as determined by Owner.

Contractor shall provide service and be on site ½ hour before the first-scheduled ice reservation of the day and shall remain on site until ½ hour after the last-scheduled ice reservation of the day.

7. Additional Work. The parties recognize that facility maintenance

Facilities Management Agreement – Multi-Purpose Facility

requirements vary with ice usage, both by the general public and by individuals/organizations purchasing ice time. The parties each recognize that there may be times when additional hours of ice maintenance are required, and times when fewer hours of ice maintenance are required. Owner shall provide a minimum of 48 hours notice to Contractor when the schedule for required ice maintenance services differs substantially from the typical operating schedule under paragraph 6, above.

8. Ice Fees. Contractor shall not charge fees to persons attending programs or using the Facility.

9. Scope of Services. Contractor shall perform the following management work and services at the Facility on an as needed/scheduled basis as determined by Contractor (except where specifically identified):

A. <u>Ice Installation and Removal</u>. Contractor shall perform ice installation and assist Owner with ice removal, as Owner requires.

B. <u>Rink Boards, Glass, Nets, Goals, Netting, and Fencing</u>. Contractor shall provide routine maintenance of the rink boards, glass, nets, goals, netting, and fencing. Routine maintenance of the rink boards and glass shall include, but not be limited to, light repair work and cleaning. Contractor may request that Owner assist with this maintenance as needed.

C. <u>Line Kit/Ice Paint</u>. Contractor shall install the line kit(s) and ice paint, as needed.

D. <u>Ice Edging</u>. Contractor shall perform ice edge maintenance.

E. <u>Ice Resurfacing</u>. The Ice Resurfacing Machine (Zamboni) is owned by the City of Kenai. Contractor shall perform Zamboni driving and perform ice resurfacing at scheduled times for ice reservations. The ice reservation schedule is based on 15-minute "zams."

F. <u>Routine Maintenance of Zamboni</u>. Contractor shall perform the following routine maintenance operations of the Zamboni:

i. Perform oil/fluid changes per manufacturer's prescribed

Facilities Management Agreement – Multi-Purpose Facility

maintenance schedule.

- ii. Lubricate fittings and moving parts per manufacturer's prescribed maintenance schedule.
- iii. Remove, install, and adjust Zamboni blades prior to and after sharpening. Contractor shall be responsible for sharpening of the blades (estimated at eight sharpening's per season).
- iv. Remove, change, and install board brushes on Zamboni.
- v. Wash and wax Zamboni.
- vi. Perform regular maintenance of tires on Zamboni.

All repair work and preventative maintenance shall be documented and submitted to the City within 10 days after the last day Contractor performs services each spring.

G. <u>Refrigeration System</u>. Contractor is responsible for routine maintenance and preventative maintenance of the Facility's refrigeration system as specified by the manufacturer. Contractor shall perform light repair work as needed to all mechanical and machinery components related to the refrigeration system, *i.e.* compressors, pumps, belts, electrical circuits, plumbing, motors, and controls with exception of warranty work. Contractor shall inspect the refrigeration system on a daily basis and it shall be maintained in good functioning order as required to operate the Facility and to make artificial ice. Contractor shall post all daily inspection and maintenance records for review and shall submit all records to Owner within 10 days after the last day Contractor performs services each spring.

Contractor shall follow industry standards and be sensitive to energy costs by operating the refrigeration system in the most efficient manner possible without sacrificing quality of ice. This work includes, but is not limited to, monitoring outside temperatures, shutting down compressor and pumps at night, and maintaining proper ice thickness.

H. <u>Snow Removal</u>. Contractor shall remove snow deposited on the ice surface, spectator area, exits and entrances, and manage ice build-up on concrete areas.

I. <u>Custodial</u>. Contractor is responsible for maintaining the general cleanliness of the Facility. This work includes, but is not limited to, cleaning bleachers, sweeping warming shacks, litter control, sweeping/mopping of mats and perimeter area,

cleaning/disinfecting restrooms, and stocking restroom products. Contractor shall replace ground-level light bulbs (excluding main rink lights).

J. <u>Utilities</u>. Contractor shall operate the Facility in the most cost-effective manner possible related to energy costs.

K. <u>Lock-up and Security</u>. Contractor shall be responsible for securing the Zamboni and performing any daily or nightly facility lock-up specified by Owner. Contractor will not claim responsibility for assuring security during non-user group hours in which case Owner shall be responsible for providing the necessary security measures.

L. <u>Training</u>. Contractor shall provide a once-yearly training program for City employees to be identified by Owner (typically City Mechanics and Parks & Recreation personnel). Contractor shall provide training to City employees in areas such as ice safety and general ice maintenance procedures. Safety training records shall be maintained by Contractor and submitted to Owner within 10 days after the last day Contractor performs services each spring.

10. Owner's Additional Obligations. Owner shall perform the following functions or provide the following materials related to the Facility:

A. <u>Line Kit/Ice Paint</u>. Owner is responsible for purchasing the line kit(s) and ice paint.

B. <u>Rink Boards, Glass, Netting, Fencing</u>. Owner shall supply Facility netting, fencing, goalie nets, and related supplies.

C. <u>Routine Maintenance of Zamboni</u>. All materials and supplies related to items in paragraph 9.F., above, shall be purchased by Owner. Owner shall also purchase propane used to fill the Zamboni and shall supply two (2) blades for the Zamboni.

D. <u>Major Repairs to Zamboni</u>. Except for repairs from negligence caused by Contractor, for which Contractor is responsible, major repairs to the Zamboni, including internal or external engine work, drive train, auger bearings, hydraulic or cooling system leaks work, shall be the responsibility of Owner. Owner shall provide the parts to complete the repair based on the recommendations of Contractor and shall also perform necessary work.

E. <u>Electrical</u>. Owner shall maintain the electrical components of the Facility except as may be stated otherwise in this Agreement.

F. <u>Refrigeration System Supplies</u>. Owner shall purchase oil and refrigeration chemicals needed to operate the refrigeration system.

G. <u>Refrigeration System, Major Repairs</u>. Major repair work or replacement of machinery and equipment shall be the responsibility of Owner. Major repair work may include, but is not limited to, internal or external engine or equipment work. Owner will be responsible for administering subcontracts or agency agreements related to the O&M of the Facility and the refrigeration system, if needed.

H. <u>Snow Removal</u>. Owner shall provide Contractor with the use of a walkbehind snow blower, if needed (as determined by Owner), and upon request of Contractor. Owner shall plow snow in the parking lot of the Facility.

I. <u>Custodial Supplies</u>. Owner shall provide materials and supplies for restroom dispensers, trash bags and trash receptacles. Owner shall provide all bulbs for ground level light bulbs and shall maintain main rink lights.

J. <u>Utilities</u>. Owner shall pay all utility costs for the Facility.

K. <u>Ice Edging</u>. Owner shall provide an ice edger.

11. Permits, Licenses, and Certificates. Contractor and Contractor's employees must comply with all applicable federal, state and local government laws, regulations, and permits.

Contractor shall obtain and maintain all necessary licenses and permits, pay all taxes lawfully imposed on Contractor's business, and pay any other fee or charge assessed under any applicable public statute, regulation, or ordinance. Said licensing includes, but is not limited to, obtaining state and borough business licenses and tax certificates, and, where applicable to Contractor, paying all taxes and filing all documents necessary to maintain Contractor's status as a corporate entity in good standing in the State of Alaska.

Contractor and any of Contractor's employees working with or handling Freon shall

Facilities Management Agreement – Multi-Purpose Facility

possess a valid EPA Recovery Technician Type II Certificate. Contractor shall submit proof of this certification to Owner prior to any employee of contractor handling Freon. Contractor shall also post a copy of all such certifications at the Facility.

12. Insurance.

A. Throughout the life of this Agreement Contractor shall, at Contractor's own expense, secure and keep in force insurance, as stated below.

- i. Comprehensive general liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual coverage with a per occurrence limit of not less than one million dollars (\$1,000,000) combined single limit.
- Worker's compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045. Contractor is responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under the Agreement.
- iii. Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$1,000,000 combined single limit per occurrence.

Where specific limits are stated, the limits are the minimum acceptable limits. If Contractor's insurance policy contains higher limits, Owner is entitled to coverage to the extent of the higher limits.

B. All insurance required by this paragraph shall meet the following additional requirements:

- i. for comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured; and,
- ii. for worker's compensation insurance, general liability, and automobile liability insurance, where possible, include a waiver of subrogation so that the insurer waives all rights of subrogation against the City of Kenai for payments made under the policy; and,
- iii. provide Owner with at least 30 days notice before any termination, cancellation, or material change in insurance coverage is effective; and,
- iv. be issued by a company/corporation currently rated "A-" or better by A.M. Best.

C. Contractor shall submit to Owner proof of insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf. The effective date of the insurance will be no later than the effective date of this Agreement or the first day of the term of this Agreement, whichever is later.

D. The indemnification and insurance coverage requirements stated in this Paragraph and in Paragraph 13 below, do not relieve Contractor of any other obligation under this Agreement.

E. Owner may increase the amount or revise the type of required insurance on written demand without requiring amendments to this Agreement. Owner will base any increase or revision on reasonable and justifiable grounds. Within two weeks of the written demand, Contractor shall submit to Owner evidence of insurance coverage that meets the requirements of Owner.

13. Indemnity, Defend, and Hold Harmless Agreement. Contractor shall indemnify, defend, and hold harmless Owner and its agents, employees, and/or insurers from claim, loss, damage, liability, or expense in any way related to any act or omission of Contractor or Contractor's employees, agents, or invitees arising out of Contractor's performance of services under this Agreement, except to the extent any negligence of Owner or its employees or agents is a proximate cause of any injury or damage. If a third party asserts a claim against Contractor and Owner, Contractor and Owner shall seek in good faith to achieve agreement to an apportionment of fault as between them without and independent of litigation. This provision shall survive expiration or termination of this Agreement.

14. Termination. This Agreement may be terminated <u>with cause</u> by giving 15 days prior written notice to the other party. Cause is defined as the violation of the terms and conditions of this Agreement. Owner may terminate this Agreement <u>without cause</u> with 30 days prior written notice to Contractor. Termination of this Agreement by Contractor without cause shall cause Contractor to be liable to the City for any increased

costs of procuring the services provided in this Agreement and to any other damages provided by law.

15. Costs on Default. In the event that either party is in default in the performance of any of its obligations under this Agreement and an enforcement action is brought, the defaulting party shall pay to the other all the costs and expenses incurred in the action, including actual, reasonable attorney's fees. No right or remedy here conferred upon or reserved to Owner is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given, or now or later existing at law or in equity or by statute.

16. Assignment and Subcontract. Contractor shall not assign, subcontract, and/or transfer any right, obligation, or part of the services or work to be performed under this Agreement without prior written approval of the Owner. Any such assignment or transfer or subcontracting of services without the consent of Owner shall constitute a default on the part of Contractor.

17. No Discrimination. Contractor shall not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by Federal or State law. Contractor recognizes the right of Owner to take any action necessary to enforce this requirement.

18. Assumption of Risk. Contractor shall provide all proper safeguards and assume all risks incurred in performing the work and services under this Agreement.

19. No Waiver. If Owner does not insist in any one or more instances on the strict performance by Contractor of any requirement under this Agreement, it is not a waiver or relinquishment for the future, but the requirement will continue in full force. An Owner waiver of any provision or requirement in this Agreement cannot be enforced nor relied on unless the waiver is in writing and signed on behalf of Owner.

20. Integration and Modification. This Agreement contains the entire Agreement of the parties. All negotiations, statements, representations, warranties, and

assurances, whether oral or written, which are in any way related to the subject matter of this Agreement or the performance of either party, are merged and integrated into this Agreement. This Agreement may not be modified except by in writing, signed by both parties.

21. Applicable Law/Venue. In any dispute between the parties, the laws of the State of Alaska shall govern. If any such dispute results in a lawsuit, the parties will bring the lawsuit before the courts of the State of Alaska in the Third Judicial District at Kenai.

22. Rules of Interpretation. Headings of paragraphs are solely for convenience of reference and shall not affect meaning, construction, or effect of this Agreement. Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa. Unless the context otherwise indicates, the use of the neuter, masculine, or feminine gender shall include the others as well.

23. Notices. Any and all notices required or permitted under this Agreement, unless specified otherwise, shall be in writing and hand-delivered or mailed by certified mail, return receipt requested, to the following addresses:

Owner:

City of Kenai 210 Fidalgo Avenue Kenai, AK 99611 Attn: City Manager

Contractor:

Either party may change their address for notice by giving notice as provided herein to the other party. Notice is effective upon hand delivery or deposit, postage prepaid, in the United States mail.

24. Authority. Contractor represents that Contractor has read this Agreement and Contractor agrees to be bound by its terms and conditions and that the person signing

this Agreement is duly authorized to bind Contractor.

25. Effective Date. This Agreement is not effective until signed by the City Manager of the City of Kenai and Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services the day and year set forth below.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

CITY OF KENAI

By:

Paul Ostrander City Manager

CONTRACTOR

By: _____

STATE OF ALASKA)) ss. THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Paul Ostrander, City Manager of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

NOTARY PUBLIC for State of Alaska My Commission Expires: _____

STATE OF ALASKA)) ss. THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by ______.

NOTARY PUBLIC for State of Alaska My Commission Expires: _____

Page 12 of 13

Approved by Finance:

Terry Eubank, Finance Director

Approved as to Form:

Scott M. Bloom, City Attorney

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<u>CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS</u> OF DEBTS AND CLAIMS ("Release")

PROJECT NAME: Kenai Multi-Purpose Facility Management Services

The undersigned, being first duly sworn, deposes and says:

1. That pursuant to this contract for project ______between the undersigned and the City of Kenai dated _______the undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for materials and equipment furnished for all work, labor, and services performed and for all known indebtedness and claims for which the Contractor or the City of Kenai is or may become liable in connection with performance under this contract. The Contractor warrants that he has made diligent search and inquiry to determine the existence of any such claim, debt, or liability and that all such obligations, whether liquidated, unliquidated, or disputed, have been satisfied.

2. The Contractor further certifies he did not extend any loan, gratuity, or gift of money of any form whatsoever to any employee or agent of the City, that he did not rent or purchase any equipment or materials from any employee of the City, nor to the best of his knowledge, from any agent of any employee of the City, and that he has not made any promise to an employee or agent of the City to do or undertake any such action after completion of the subject contract.

3. Pursuant to the above-described contract and in consideration of the final payment in the amount of \$______, the undersigned Contractor hereby releases and discharges the City of Kenai, its officers, agents and employees of and from any and all further claim, debt, charge, demand, liability, or other obligation whatsoever under or arising from said contract, whether known or unknown and whether or not ascertainable at the time of the execution of this instrument. This release is complete, final, binding and irrevocable.

4. The Contractor shall indemnify, defend, save and hold the City, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees resulting from Contractor or Contractor's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees. Contractor and subcontractors shall also not be required to defend or indemnify the City for damage or loss that has been found to be attributed to an independent contractor directly responsible to the City under separate written contract.

CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS ("Release")

If any portion of this Release is voided by law or court of competent jurisdiction, the remainder of this Release shall remain in full force and effect.

| IN WITNESS WHEREOF, this Release has been executed this day of, 202 |)20. |
|---|------|
|---|------|

(Contractor's signature)

Title_____

ACKNOWLEDGMENT

)) ss

THIRD JUDICIAL DISTRICT

STATE OF ALASKA

| THIS IS TO CERTIFY that on this day of, 2020, before the |
|--|
| undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, |
| personally appeared, who, |
| having produced satisfactory evidence of identification, and having acknowledged the voluntary |
| and authorized execution of the foregoing instrument for the purposes therein mentioned, |
| executed the above and foregoing instrument. |

Notary Public for Alaska

My Commission Expires: _____

(NOTE: In case of a corporation, the attached Certificate of Authority must be completed by a corporate officer other than the one who signs above.)

| SA | MPLE |
|---|------|
| Alaska Department of Commerce, Community, and Economic Development P.O. Box 110806, Juneau, Alaska 99811-0806 | |
| ALASKA BUSINESS LICENSE | |
| The licensee named below holds Alaska Business License Number | |
| Covering the period of: through Line of Business: | |
| COMPANY NAME ADDRESS | |
| Owner: NAME OF OWNER | |
| | |
| This license shall not be taken as permission to do business in the state without having complied with The other requirements of the laws of the State of Alaska or of the United States. | |
| Alaska Department of Commerce, Community, and Economic Dev Commissioner: | |
| This license must be posted in a conspicuous place at the business location. It is not transferable or assignable. | |
| | |
| | |
| SA | MPLE |
| No STATE OF ALASKA | |
| Effective: DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC DEVELOPMENT Division of Occupational Licensing | |
| Division of Occupational Licensing | |
| Certifies that | |
| COMPANY NAME | |
| Is a Registered | |
| Specialty Commissioner: | |

ACORD

1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

| THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVI BELOW. THIS CERTIFICATE OF INSUF REPRESENTATIVE OR PRODUCER, AND | ELY OR NEGATIVELY AMENE RANCE DOES NOT CONSTITU THE CERTIFICATE HOLDER. |), EXTEND OR ALT | ER THE CO | VERAGE AFFORDED BY THE ISSUING INSURER(S), | THE POLICIES AUTHORIZED | |
|--|--|--|--|--|---|--|
| IMPORTANT: If the certificate holder is the terms and conditions of the policy, c certificate holder in lieu of such endorses | ertain policies may require an | e policy(ies) must be endorsement. A sta | e endorsed. tement on th | If SUBROGATION IS WAIN his certificate does not cont | /ED, subject to fer rights to the | |
| PRODUCER | | CONTACT NAME: | | | | |
| Roetline jallee | | PHONE | | FAX (AJC, No): | 1 0 8 | |
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| | FICATE NUMBER: | | | REVISION NUMBER: | | |
| THIS IS TO CERTIFY THAT THE POLICIES O INDICATED. NOTWITHSTANDING ANY REQU CERTIFICATE MAY BE ISSUED OR MAY PE EXCLUSIONS AND CONDITIONS OF SUCH DO | JIREMENT, TERM OR CONDITION RTAIN, THE INSURANCE AFFOR SEICLES, LIMITS SHOWN MAY HAV | OF ANY CONTRACT DED BY THE POLICIE E BEEN REDUCED BY | OR OTHER S DESCRIBEI PAID CLAIMS | DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO A | TO WHICH THIS | |
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| X COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ | 100,000 | |
| A CLAME MADE X OCCUR | xx | | | MED EXP (Any one person) \$ | 5,000 | |
| | | | | PERSONAL & ADV INJURY \$ | 1,000,000 | |
| | | | | GENERAL AGGREGATE \$ | 2,000,000 | |
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| HIRED AUTOS AUTOS | | [| | (Per accident) | | |
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| (Mandatory in NH) | | 104 A | | E.L. DISEASE - EA EMPLOYEE \$ | 1,000,000 | |
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| CERTIFICATE HOLDER | | CANCELLATION | | | | |
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| Public Works 210 Fidalgo Ave Kenai, AK 99611 | | AUTHORIZED REPRESENTATIVE | | | | |
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| ACORD 25 (2010/05) | | © 19 | 88-2010 ACC | ORD CORPORATION. All | rights reserved. | |
| - | The ACORD name and logo a | re registered marks | of ACORD | | | |

Exhibit A Scope of Services

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EXHIBIT A

SCOPE OF SERVICES FOR

ICE MAINTENANCE AND REFRIGERATION TECHNICIAN SERVICES FOR CITY OF KENAI MUTLI-PURPOSE FACILITY

The Maintenance Technician shall provide custodial, ice installation, resurfacing, and refrigeration maintenance services according to the following bid proposal and subject to the following additional specifications. All labor is guaranteed as specified and shall be completed in a professional and prudent manner according to industry standards. The scope of this project should be defined well enough to include all services into one contract.

Please contact the Bob Frates, Director, City of Kenai Parks & Recreation Department, at 283-8261 for additional information.

I. SEASON

Services shall be from October 1, 2020 to March 23 typical for three years. First year late start of November 5th.

II. ICE SCHEDULING

Ice reservations, scheduling, and collection of fees shall be the responsibility of the City. The Maintenance Technician and his/her employees shall not be allowed to charge fees to participants. Ice reservations and or programs will be Monday through Sunday, including holidays. Ice scheduling will be for, but not limited to, hockey, figure skating, broomball, curling, public skate, and special events.

III. ICE INSTALLATION AND REMOVAL (END OF SEASON)

The Maintenance Technician or employees shall perform ice installation and ice removal.

IV. LINE KIT INSTALLATION

The Maintenance Technician shall be responsible for installing the line kit(s) and ice paint. Owner will supply the line kit(s) and ice paint.

V. SOUND SYSTEM

The Maintenance Technician or employees shall be responsible for setting up the sound system at the scoring table as requested by user group(s).

IV. ICE RESURFACING

The Zamboni is owned by the City of Kenai. The Maintenance Technician and his/her employees shall perform all Zamboni driving and perform ice resurfacing at scheduled times. The ice reservation schedule will be based on 15-minute "zams."

The Maintenance Technician shall provide a brief training program upon request for specified City staff i.e., City Mechanics and Parks & Recreation personnel. Training shall include, but not limited to, safety and general maintenance procedures.

Safety training records shall be maintained by the Maintenance Technician and submitted to the City at end of the season. Training records shall be posted at the site and made available for review.

VII. ROUTINE MAINTENANCE OF ZAMBONI

The Maintenance Technician or employees shall perform the following routine maintenance operations:

- 1. Perform routine oil and fluid changes at manufacturer's prescribed maintenance schedule. Materials and supplies provided by Owner.
- 2. Perform routine lubrication to fittings and moving parts at manufacturer's prescribed maintenance schedule. Materials and supplies provided by Owner.
- 3. Remove, install, and adjust Zamboni blades prior to and after sharpening. The Maintenance Technician shall be responsible for sharpening of the blades (estimated at 8 sharpening's per season). Zamboni blades provided by Owner.
- 4. Remove, change, and install board brushes on Zamboni. Board brushes provided by Owner.
- 5. Switch out propane bottles on Zamboni, as needed. Propane bottles and re-filling provided by Owner.
- 6. Wash and wax Zamboni.
- 7. Perform regular maintenance of tires on Zamboni.

All repair work and preventative maintenance shall be documented and submitted to the Owner at the end of the season.

VIII. MAJOR REPAIRS TO ZAMBONI

Major repair such as, but not limited to, internal or external engine work, drive train, auger bearings, hydraulic or cooling system leaks shall be the responsibility of the Owner. The Owner shall be responsible for providing the parts to complete the repair based on the recommendations of the Maintenance Technician and perform necessary work.

IX. ICE EDGING

The Maintenance Technician or employees shall perform ice edge maintenance as necessary. Ice edger is provided by Owner

X. SNOW REMOVAL

The Maintenance Technician or employees shall remove moderate amounts of snow deposited on the rink exit and entrance areas, spectator area, and manage ice build-up. The Owner shall be responsible for providing a walk-behind snow blower, as needed.

The City shall be responsible for plowing snow in the parking lot and snow tailings left from the Zamboni.

XI. LOCK-UP AND SECURITY

The Maintenance Technician or employees shall be responsible for securing the Zamboni and performing any daily or nightly lock-up specified by the City. The Maintenance Technician will not claim responsibility for assuring security during non-user group hours. The City shall be responsible for providing the necessary security measures.

XII. CUSTODIAL

The Maintenance Technician and employees shall assume responsibility for general cleanliness of Facility. This shall include, but not limited to, cleaning of bleachers, sweeping and disinfecting of warming shacks, litter control, sweeping/mopping of mats and perimeter area, and cleaning/disinfecting restroom facility.

The City shall be responsible for providing materials and supplies for restroom dispensers, trash bags and a dumpster.

XIII. RINK BOARDS, PLEXIGLAS, NETS/GOALS, NETTING, FENCING

The Maintenance Technician and employees shall be responsible for routine maintenance of the rink boards, Plexiglas, and goals. Routine maintenance of the rink boards and Plexiglas shall include, but not limited to, light repair work and cleaning.

The City shall be responsible for providing facility netting, fencing, and goalie nets and supplies.

XIV. ELECTRICAL

The City shall be responsible for maintenance of electrical components related to the Facility, unless stated otherwise in the Agreement.

Routine replacement of ground-level light bulbs (excluding main rink lights) will be the responsibility of the Maintenance Technician or employees. The City shall provide all bulbs.

XV. REFRIGERATION SYSTEM

The Maintenance Technician or his/her employees shall be responsible for routine and preventative maintenance of the refrigeration system as specified by the manufacturer. Lubricants, oil, parts and supplies shall be the responsibility of the Maintenance Technician.

Purchase of refrigeration chemicals needed to operate the refrigeration system shall be the responsibility of the City. All sub-surfaces of the Facility will be the responsibility of the City.

The Maintenance Technician or his/her employees shall perform light repair work as needed to all mechanical and machinery components related to the refrigeration system i.e., compressors, pumps, belts, electrical circuits, plumbing, motors and controls with exception to warranty work. The system shall be inspected daily and maintained in good functioning order required to operate the facility and make artificial ice. All daily inspection and maintenance records shall be posted for review and submitted to the City at the end of season.

The Maintenance Technician or his/her employees shall follow industry standards and be sensitive to energy costs by operating the refrigeration system in the most efficient manner possible without sacrificing quality of ice. This may include, but not limited to, monitoring outside temperatures, shutting down compressor and pumps at night, and maintaining proper ice thickness. Ice thickness measurements shall be routinely performed, documented and submitted to the Owner at the end of the season.

The Maintenance Technician or appointee shall provide a one-time safety and training program upon request for appropriate City staff.

XVI. MAJOR REPAIRS TO THE REFRIGERATION SYSTEM

Major repair work or replacement of machinery and equipment shall be the responsibility of the City. Major repair work may include, but not limited to, internal or external engine or equipment work.

The City will be responsible for administering subcontracts or agency agreements related to the O&M of the Facility and the refrigeration system, if needed.

XVII. PERMITS, REGULATIONS, AND CERTIFICATES

The Maintenance Technician or any of his/her employees working with or handling Freon shall possess a valid EPA Recovery Technician Type II Certificate. Proof of certification must be submitted to the City and a copy of such certification posted on the premises.

The Maintenance Technician and his/her employees must comply with all applicable federal, state, and local government laws, regulations and permits including COVID-19

XVIII. UTILITIES

The City shall be responsible for all related utility costs. The Maintenance Technician and his/her employees shall operate the Facility in the most cost-effective manner possible related to energy costs.