

# REQUEST FOR PROPOSAL Baytex Energy Centre - CONCESSION OPERATIONS

RFP # TPR2023008

Town of Peace River PO Box 6600 Peace River, Alberta, T8S 1S4

# REQUEST FOR PROPOSAL BAYTEX ENERGY CENTRE - CONCESSION OPERATIONS

The Town of Peace River (the "Town") invites proposals from qualified firms to provide services to operate the concession for the Town of Peace River, in the Baytex Energy Centre.

All contract documents are available through the Town of Peace River website at www.peaceriver.ca . The Proponent is solely responsible for ensuring any addenda are downloaded, reviewed, and included in their bid.

The Town is requesting proposals on or before:

RFP Posting Date: Wednesday, May 24th, 2023 RFP Closing Date: Tuesday, June 13th, 2023 RFP Closing Time: 2:00pm – local time

RFP Deposit location: Town office – 9911-100 St.

Town of Peace River PO Box 6600 9911-100 St River AB T8S 1S4

#### And must be clearly marked:

Attention: Tanya Bell, Director of Community Services "Baytex Energy Centre - Concession Operations, RFP # TPR2023008".

Questions regarding specifications can be directed to the following contact:

- Brian Wollis, Recreation Facilities Coordinator
  - 0 780-624-3204

#### There will be no public opening for this Request for Proposal (RFP).

It is the sole responsibility of the Proponent to ensure that its proposal is received at the above location and by the time stipulated. Proposals received after the stipulated time will be rejected and returned to the Proponent unopened. Faxed proposals are not acceptable and will be rejected.

The Town reserves the right to accept or reject all or any proposal and to waive any informality, incompleteness, or error in any proposal.

Proponents must refer to the RFP Documents for the terms governing the Bid process. All proposals received by the Town of Peace River Administration become the property of The Corporation of the Town of Peace River and as such are subject to the Municipal Freedom of Information and Protection of Privacy Act.

#### INTRODUCTION

The Town of Peace River (The Town) is seeking proposals for the operation of the Concession that will be located within the Baytex Energy Centre. Details of the space and service requirements are provided under Technical Specifications.

The Town of Peace River is located in northern Alberta and has a population of just over 6700. The Town in partnership with neighbouring municipalities is constructing a new multipurpose recreation facility.

The Baytex Energy Centre includes:

- 1 NHL Sized rink
- 8 large dressing rooms
- Main floor and second floor viewing area with 900 seating capacity.
- Field House 3 courts
- Fitness Room (weights, fitness equipment)
- 3 lane walking track
- Indoor Children's Playground
- Concession
- 1 community Rooms
- Meeting Room
- Administration space

#### 1. BID SUBMISSION

- 1.1. The Town of Peace River (Town) shall receive Proposals for supply of services specified in the Proposal documents, in accordance with the instructions herein.
- 1.2. All sealed proposals must be delivered prepaid to the Town of Peace River no later than 2:00 pm local time on or before June 13<sup>th</sup>, 2023. The address to which bids must be delivered is:

Town of Peace River PO Box 6600 9911-100 St River AB T8S 1S4

Attention: Tanya Bell, Director of Community Services
Re: Baytex Energy Centre-Concession Operations RFP
RFP # TPR2023008

- 1.3. The sealed submission envelope must clearly identify the RFP number.
- 1.4. The Town shall not be responsible for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered by a Proponent prior to or subsequent to or by reason for the acceptance of or the non-acceptance by the Town of any proposal or by reason of any delay in the acceptance of a proposal.
- 1.5. Proposals received after the closing date and time specified herein will not be considered and will be returned unopened or destroyed.

1.6. The Town reserves the right not to proceed with the Contract, to accept any one or more, or all, proposals, and to eliminate any or all items from the Proposal. The Town shall, at its sole discretion, be the only determiner of the acceptability and suitability of all or any one or more items or services proposed for the purpose for which such items or services are required. The Town's interpretation of all RFP clauses shall prevail.

#### 2. SUBMISSION FORMAT AND SIGNING

- 2.1. The Proposal must be signed by the proponent. The proponent undertakes, acknowledges, confirms, agrees that by signing and submitting a proposal to the Town, that proposal then constitutes an offer to enter into a Contract to perform the work stipulated in the RFP documents. If accepted by the Town, the proposal binds the proponent to the terms and conditions herein.
- 2.2. Proposals must be submitted in triplicate (3 copies) in a sealed envelope, which clearly states the RFP number. One (1) digital copy in PDF format on a USB drive must be provided within the envelope. The complete RFP document must be signed where identified.

#### 3. DOCUMENT DISTRIBUTION

3.1. The Town will post all documents pertaining to this RFP, including all addenda, questions and answers on the Town's website and the Alberta Purchasing Connections website.

#### 4. GENERAL TERMS AND CONDITIONS

- 4.1. **Regulations** Proponent agrees to comply with applicable federal, provincial, local rules and regulations. These include, but are not limited to, the following:
  - 4.1.1. Federal, Provincial and local health, safety and licensing laws and/or regulations relating to sale(s) of goods; and Town of Peace River Municipal Code.
- 4.2. Indemnification Clause Proponent shall be required to sign and agree to an indemnification clause as part of the contract. This clause shall, indemnify and promise to defend and hold harmless the Town of Peace River, its officers, employees and agents from and against any and all liability, loss, damage, expense, action and claims, including costs and reasonable attorney's fees incurred by the Town, its officers, employees and agents in defense thereof, arising out of, connected with or resulting directly or indirectly on account of or out of the performance of activities pursuant to a contract agreement; provided, however, this paragraph does not purport to indemnify against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of the Town, its officers, employees and agents.
- 4.3. **Insurance** Proponent shall be required to take out and maintain insurance in the following amounts during the entire performance of its activities pursuant to a contract agreement:

- 4.3.1. Comprehensive General Liability Insurance, including products and completed operations coverage, for property damage and bodily injury liability with not less than \$5,000,000 combined single limits per occurrence.
- 4.3.2. Prior to any work or performance pursuant to a contract agreement, the proponent shall provide a Certificate of Insurance. A statement of additional insured with an endorsement page shall also be issued.
- 4.3.3. Proponent agrees to provide at least thirty (30) written days' notice prior to cancellation of any of the insurance requirements set forth above. Cancellation of insurance shall be grounds for cancellation of any contract.
- 4.4. **Maintenance** All regular maintenance performed on equipment and/or internal structures, including routine cleaning and preventative maintenance shall be the responsibility of the proponent.
- 4.5. **Customer Service** The proponent understands the importance of providing high quality and effective customer service and agrees to comply with this standard. The proponent shall honor all reasonable requests for refunds from customers. All customers are expected to be treated with courtesy.
- 4.6. **Assignability** The proponent shall not assign any interest in the contract agreement and shall not transfer any interest in same.
- 4.7. Relationship Nothing contained in the Agreement shall establish an employer-employee relationship between the proponent and its employees, subcontractors or independent contractors. The proponent shall be solely responsible and shall assume exclusive liability for the actions, conduct, supervision and instruction of its employees, subcontractors or independent contractors.
- 4.8. **Duration** The contract agreement shall become effective as of the date to be determined and written through a three-year period, provided however, that either party may terminate said contract agreement at any time with or without cause by giving one hundred and eighty-two (182) days written notice of such termination and specifying the effective date.
- 4.9. **Severability** If any provision of the contract agreement or its application to any person or circumstance is held invalid, the remainder of the contract agreement, or the application of the provision to other persons or circumstances shall not be affected.
- 4.10. Content and Understanding The contract agreement shall contain the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein; provided, however, that any change(s) hereto duly executed by both parties shall be incorporated in written amendments to the contract agreement.

4.11. Freedom of Information and Protection of Privacy Act - The bid and any other accompanying documentation submitted by the Proponent prior to the closing date specified in this document shall become the property of the Town and shall not be returned. The bid shall be subject to the Freedom of Information and Protection of Privacy Act. The Proponent must identify any information contained in the bid that is submitted in confidence.

#### 5. **DEFAULT NOTICE & CANCELLATION**

- 5.1. The Town reserves the right to cancel the Contract without notice if a successful Proponent is in breach of its Contract, or if inferior quality of services are provided, or in the event of non-fulfillment of service. Should this occur, no payment will be made for such.
- 5.2. If the Contractor should be deemed bankrupt, or makes a general assignment for the benefit of creditors because of the Contractor's insolvency, or if a receiver is appointed because of the Contractor's insolvency, the Town may, without prejudice to any other right or remedy by giving the Contractor or receiver or trustee in bankruptcy notice in writing, terminate the Contract.
- 5.3. If the Contractor should neglect to execute the work properly or otherwise fails to comply with the requirements of the Contract to a substantial degree and if the Contractor has given a written statement to the Town that sufficient cause exists to justify such action, the Town may, without prejudice to any other right or remedy, notify the Contractor in writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the 5 working days immediately following the receipt of such notice.
- 5.4. If the default cannot be corrected in the 5 working days specified, the Contractor shall be in compliance with the Town's instructions if the Contractor:
  - 5.4.1. Commences the correction of the default within the specified time, and
  - 5.4.2. Provides the Town with an acceptable schedule for such correction, and
  - 5.4.3. Corrects the default in accordance with such schedule.
- 5.5. If the Contractor fails to correct the default in the time specified or subsequently agreed upon, without prejudice to any other right or remedy the Town may:
  - 5.5.1.1. Correct such default and deduct the cost thereof from any payment then or thereafter due, or
  - 5.5.1.2. Terminate the Contractor's right to continue with the work in whole or in part or terminate the Contract.
- 5.6. The Town reserves the right to terminate the Contract upon giving thirty (30) days written notice for just cause without cost or penalty to the

Town and without liquidation damages. Examples of just cause include, but are not limited to:

- 5.6.1.1. Curtailment or reduction of funding
- 5.6.1.2. Unanticipated cancellation of a program
- 5.6.1.3. Closing of a location

#### 5.7. Health and Safety

- 5.7.1. The proponent shall conform to the regulations contained in the Occupational Health and Safety Act, Statues of Alberta, 2017 and any amendments. The proponent shall be the Prime Contractor and required to maintain a safety program for all Contractor staff.
- 5.7.2. The Contractor shall submit to the Town at the time of entering into the Contract a satisfactory Certificate of Clearance from the Alberta Workers Compensation Board.

#### 6. STANDARD FORM LEASE

6.1. An example of a standard form lease to be signed by the successful Proponent and Town is provided in APPENDIX H.

#### 7. ADDITONAL INFORMATON

7.1. Except as expressly and specifically permitted in the RFP, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a bid, each Proponent shall be deemed to have agreed that it has no claim.

#### 7.2. Local preference within purchasing policy

7.2.1. Within the Town of Peace River's Purchasing Policy, this Local Preference Policy gives preference to local companies when the Town purchases goods and services and awards contracts of any kind. Proponents should familiarize themselves with this policy, located at www.peaceriver.ca/tenders/

#### 7.3. Vending Machines

7.3.1. Vending Machines are not included within this RFP and are posted within a separate process.

#### 7.4. Parking

7.4.1. Staff parking onsite available for duration of daily operations. No overnight parking or trailer/equipment parking on site.

#### **TECHNICAL SPECIFICATIONS**

#### 8. CONTRACT PERIOD

- 8.1. The contract period will be determined upon successful award of the proposal to a proponent.
- 8.2. The intent will be a three-year agreement, with option for renewal.

#### 9. SITE SPECIFICATIONS

The objective of this RFP is to award a three-year agreement for the operations of the concession that will be in the newly constructed Baytex Energy Centre.

- 9.1. The Concession includes the following space for lease:
  - 377 Square Feet- main concession
  - A small portion of storage area approximately 7ft (w) x 15ft (l). Storage in this
    area must be contained within locking cabinets (cabinets/locking shelving to be
    provided by Proponent for duration of lease)
  - 9.1.1. Site drawings are included in APPENDIX C.

#### 9.2. Concession Equipment

- 9.2.1. The following equipment is owned by the Town and will be available as a part of the operating lease for the Concession.
  - Deep Fryer 2 each
  - Broiler
  - Two burner range with griddle
  - Double door Cooler 2 each
  - Double door freezer 2 each
  - Push button hot beverage dispenser 2 each
  - Hot Water Dispenser
  - Hot Dog Grill with Bun Warmer
  - Microwave
  - Popcorn Machine
  - Nacho Machine
  - Conveyer Toaster
  - Undercounter Dishwasher
  - Metal storage island
  - Metal food prep station 2 each
  - Single door glass front cooler
  - Plumbed in drip coffee machine
- 9.2.2. Further details on the equipment list are provided in APPENDIX D

#### 10. SERVICE EXPECTATIONS

10.1. The successful Proponent shall supply and deliver an effective concession booth

- operation and service stipulated for the Town of Peace River Baytex Energy Centre. Concession booth operation shall be defined as a full selection of menu items, appealing to all users of the Baytex Energy Centre operating consistent hours of operation.
- 10.2. The Proponent will be required to clean and maintain all Town equipment in a proper workmanship-like manner during the term of this contract, including all grease traps. The Proponent shall keep equipment in a good state of repair and shall maintain an effective preventative maintenance program at no cost to the Town.
- 10.3. The Proponent shall agree to provide the service at all times deemed critical and necessary to the operation of the facility by the Town, 7 days per week September through March, following consistent outlined minimum hours of operation (including the last 2 weeks of August if pre-season ice is installed).
- 10.4. The Proponent agrees that the Concession Booth is to be open at a minimum during the agreed upon winter seasonal hours of operation, so as to provide snack bar services for the facility. The Proponent shall suggest their minimum hours of operation in Appendix E "Hours of Operation". The Proponent may exceed these minimums at their discretion. Consultation with the Recreation Facilities Coordinator will determine the actual hours of operation with the successful proponent.
- 10.5. The Proponent agrees to obtain at its sole cost and expense all permits, licenses and service contracts required for the operation of the business and to deal with the disposal of all grease as required by law.
- 10.6. All Proponent's leased or owned equipment shall be subject to the approval of the Recreation Facilities Coordinator prior to award. The Recreation Facilities Coordinator reserves the right to disallow the installation of any equipment that is not suitable to the Town.
- 10.7. The Proponent agrees to pay its own charges for telephones and internet.
- 10.8. The Proponent agrees to be responsible for its own security of the premises from theft, vandalism, and usual perils, carry its own insurance against fire, theft and equipment break down.
- 10.9. The Proponent acknowledges that people who rent other areas within the Baytex Energy Centre for functions will be allowed to make their own arrangements for food services and this agreement does not give the Proponent any special rights to provide such services; however, the Proponent shall be at liberty to contract with such persons to provide them with food services in other rooms.

#### 10.10. Health Inspections

10.10.1. The Proponent agrees that they are responsible for all inspections of the Concession Booth performed by Environmental Health, Alberta Health Services, all of which must be satisfactory. A copy of the annual inspection report, and any other inspection reports, must be supplied to the Recreation Facilities Coordinator to keep on record.

#### 10.11. Notice of Accidents/Defects

10.11.1. The Proponent shall give the Town prompt written notice of any accidents or incidents or of defects in the sprinkler system, water pipes, gas pipes, or heating appliances, telephone, electrical or other areas on any part of the premises.

#### 10.12. Equipment Servicing

- 10.12.1. The Town requires that the Successful Proponent shall keep all Town owned equipment in a good state of repair and shall maintain through proper cleaning methods at no cost whatsoever to the Town. Records of maintenance to equipment will be kept and a copy provided to the Recreation Facilities Coordinator.
- 10.12.2. The Town requires that the successful Proponent shall operate the concession at a high level of cleanliness and shall always keep equipment neat in appearance. The Town may require the successful Proponent to take any such reasonable actions from time to time that the Town feels is necessary in order to maintain a high level of cleanliness and neatness.
- 10.12.3. The successful Proponent agrees to maintain adequate stock and inventory, and to service the equipment during such times that will have the least possible interference with programming or operations at the facility. During servicing or restocking, the Proponent agrees to keep all walkways as free from interference as possible.
- 10.12.4. The Town will provide any repairs or servicing required to the Town owned equipment.
- 10.12.5. The Town will ensure the annual inspection of the range hood fire suppression system and the cleaning of the range hood ducts every 6 months is conducted by a qualified service technician at the expense of the Town. The Town will provide fire extinguisher maintenance as required at the expense of the Town, as well as the annual inspection of fire extinguishers. The successful Proponent will conduct monthly fire extinguisher checks and record these on the supplied tag. If the fire extinguisher fails a monthly check the proponent will notify the Recreation Facilities Coordinator immediately.

#### 10.13. Installation of Equipment

- 10.13.1. The Town will not entertain any costs associated with the Proponent's installation of proponent owned or leased equipment per this contract.
- 10.13.2. The Proponent shall keep all proponent owned or leased equipment in a good state of repair and shall maintain them at no cost whatsoever to the Town.
- 10.13.3.At the expiry of this contract, either through early or regular termination, the Proponent shall not be permitted to remove any alterations and/or improvements to the facilities.

- 10.13.4. The Proponent will be required to leave all such alterations and/or improvements intact. The Proponent shall notify the Town, in advance, of the exact schedule for installation of equipment by date and approximation of time.
- 10.14. The Proponent shall provide to the Town a price listing of all of the food and drink items the Proponent intends to offer for sale as an attachment to the proposal. It is agreed that reasonable changes in prices may be instituted on an annual basis reflecting any changes in the Consumer Price Index with prior approval from the Recreation Facilities Coordinator

#### 10.15. Food Products

- 10.15.1. The Proponent shall provide adequate refrigeration for the storage, transport and dispensation of any food and drink items.
- 10.15.2. The Proponent shall ensure that all food products offered for sale shall comply with all federal, provincial and municipal health requirements and in accordance with the requirements of applicable laws governing the operation of a snack bar service.
- 10.15.3. The Town shall have the right to inspect at any time the quality of items offered for sale, and the manner which they are kept and served, and the Town may require the Contractor to make changes as necessary.
- 10.15.4.All foods being offered for sale must be fresh and shall not exceed the expiration date or best before dates as recommended by the supplier.
- 10.15.5.All products being offered for sale are to be sold in an efficient and professional manner satisfactory to the Town. The selling of novelties, homebased business items, tobacco products, cannabis products or paraphernalia or any vape related products is strictly prohibited.

#### 10.16. Quality

10.16.1. Notwithstanding any other cancellation provision herein, the Town reserves the right to determine "non-performance" or "poor quality" of service and further reserves the right to cancel any or all of the contract for "non-performance" or "poor quality" upon seven (7) days written notification to the successful proponent.

#### 11. LEASE PRICE

- 11.1. The Proposal must include the following;
  - 11.1.1. Total proposed cost of capital investment, if applicable (at the expense of the Proponent)
  - 11.1.2. Indication of financial return to the Town.
    - 11.1.2.1. Per month lease fee;
  - 11.1.3. All costs identified in the proposal shall be net of GST. GST must be shown on a separate line on the bid sheet APPENDIX B

#### 12. ADDITIONAL SUBMISSION REQUIREMENTS

The proponent will provide the following, as part of this RFP:

- 12.1. Service Plan:
  - 12.1.1. A detailed description of the customer service philosophy.
  - 12.1.2. A detailed explanation of routine cleaning and preventative maintenance schedules intended to assure safety of users.
  - 12.1.3. Qualifications and Experience
  - 12.1.4. Including information on the ability to meet high volume demands during operations
  - 12.1.5. Proponents are encouraged to provide any additional information or innovative approaches not specifically outlined in the context of this proposal.
- 12.2. Statement by the proponent that they will be able to comply with the insurance provisions of the proposed Agreement and ability to provide the certificate of insurance stated in the attached requirements if selected.
- 12.3. A minimum of three references within the last two years pertaining to service and a statement permitting representatives to contact references provided by the proponent in order to determine the quality of service to be provided. Including information on experience meeting high volume demands during operations.
- 12.4. A statement acknowledging that in the event a contract is awarded, the proponent must have or obtain a valid Town of Peace River business license, current WCB coverage, as well as all other licenses or permits required of proponent.
- 12.5. Agreement to comply with all provisions and attachments of the Request for Proposals.

#### 13. SITE VISIT/FACILITY LAYOUT

- 13.1. It is the responsibility of the Proponents to become familiar with the Concession layout and site.
- 13.2. To visit the concession, appointments can be made with the Recreation Facilities Coordinator, Brian Wollis, by calling 780-624-3204 or email <a href="mailto:bwollis@peaceriver.ca">bwollis@peaceriver.ca</a>. All appointments must be made with more than 24 hours' notice.
- 13.3. In addition, Site drawings have been attached in APPENDIX C.

#### 14. PROPOSAL SELECTION CRITERIA

The purpose of this Request for Proposal is to provide needed services to the public. The services will be of the highest possible quality and dependability. Proponents will submit information concerning their past experience and performance.

Proponents will include at least three references. References must include company name, contact person and telephone number. Relevant experience vending for/at public events or venues should be included. Accordingly, the successful proponent will be selected after evaluation of the following criteria:

#### **Selection Criteria**

Criteria	Considerations	Weighting
Business Plan-	<ul> <li>Demonstrate ability to deliver on Financial Terms.</li> <li>Sufficient Start-up financing</li> <li>Realistic Expectations</li> <li>Ability to meet outlined minimum hours of operation.</li> <li>Suitability of Proposal to market/location</li> </ul>	25
Menu and Pricing	<ul><li>Variety</li><li>Competitive prices.</li><li>Appealing to facility users.</li></ul>	10
Financial Terms	Proposed lease structure provides Town with best value.	20
Experience	<ul><li>Key Personnel resumes.</li><li>Company history</li></ul>	20
Reference Review	<ul> <li>Three (3) references from locations where similar services were provided.</li> <li>References – that illustrate the ability to meet high volume demands.</li> </ul>	25
	<u>Total</u>	100

#### 15. BID AWARD

- 15.1. It is mandatory to submit all data required in the RFP documents herein in order for the bid to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a bid form further consideration for award.
- 15.2. The Town intends to award the Contract based on how well the proposal meets the Town's goals and objectives and where a Bid is most acceptable in relation to the criteria as set out in this RFP. The Town reserves the right to award to any Proponent and is not bound to accept the lowest or any bid.

#### **16. REJECTION OF BIDS**

- 16.1. The Town has the right, in its sole discretion, not to award a Contract and has the right to reject any or all proposals (including the lowest Bid) without giving any reason for doing so.
- 16.2. The Town has the right, in its sole discretion, to evaluate any or all proposals on any basis it considers desirable, including the overall cost of the proposal in relation to the Owner's budget for the Work, the ability of the Proponent or Proponents to perform the Work, the finances or credit-worthiness of the Proponents or Proponents, and any experience of the Proponents or Proponents in performing work of a kind comparable to the Work.
- 16.3. Unless otherwise expressly provided in the RFP, the Town is entitled, in its sole discretion, to waive any informality, incompleteness or error in any proposal.
- 16.4. The Town may, but is not required to, in its sole discretion, reject any proposal which is conditional or obscure in any respect or does not conform strictly to the requirements of the Contract Documents.

#### APPENDIX A- BID SUBMISSION FORM

1.	SALUTATION:	
То:	Town of Peace River Box 6600 Peace River, AB T8S 1S4 Attn: Tanya Bell, Director of C	ommunity Services
For:	Baytex Energy Centre-Conces RFP # TPR2023008	sion Operations RFP
From:		(the "Proponent")
First	name:	Last Name:
Addr	ess:	
Town	n/City:	Province:
Posta	al Code:	
Telep	phone:	Fax:
Emai	l:	

#### 2. PROPONENT DECLARES:

- 1. That this RFP was made without collusion or fraud.
- 2. That the Proponent is familiar with local conditions, including labour conditions.
- 3. That the RFP, Appendices and Addenda (if issued) were carefully examined.
- 4. That all the above were taken into consideration in preparation of this RFP.
- 5. That you are not bound to accept the lowest or any RFP that you receive.

#### 3. PROPONENT AGREES:

- 1. To offer and agree to enter into an agreement with the Town, all in accordance with the terms, conditions and specifications attached to and forming part of this RFP.
- 2. To offer the supply and delivery of an effective concession booth operation and service stipulated for the Town of Peace River Baytex Energy Centre. Concession Booth operation

shall be defined as a full selection of menu items, appealing to all users of the Baytex Energy Centre as well as an appropriate schedule outlining "hours of operation".

3. That this RFP is valid for acceptance for 90 days from the time of Closing.

#### **SIGNATURES**

SIGNED AND SUBMITTED for and on behalf of:	
SIGNATURE	Date
NAME and TITLE of the authorized legal signing a	authority.
Name: (Please Print)	
Title:	
WITNESS NAME: (Please print)	
SIGNATURE:	Date

#### APPENDIX B-BID SHEET

Note where the table below is insufficient in supplying details of the Bid Proposal, the Proponent can attach a schedule.

It is recognized that the volume of operations is significant during the winter ice season of September through March. Volumes drop in the spring from April to June.

Complete the table below with your proposed fee to be provided to the Town, for the Winter and Spring Seasons.

Year 1	Winter: Sept to March	Spring/Summer: April to August
Seasonal Rental:	\$	
GST:	\$	
Year 2		
Seasonal Rental:	\$	
GST	\$	
Year 3:		
Seasonal Rental:	\$	
GST	\$	

#### **DECLARATIONS**

We hereby declare that:

- A) No person, firm, corporation other than the undersigned has an interest in this Bid.
- B) This Bid is open to acceptance for a period of 90 days.
- C) Declare and certify that I/we have the authority to bind the Proponent to the specific terms and conditions of the RFP and offered in my/our bid.
- D) Acknowledge and agree that should it be determined that any statements provided in my/our Bid are false or in error, the Town may reject my/our Bid as non-compliant.

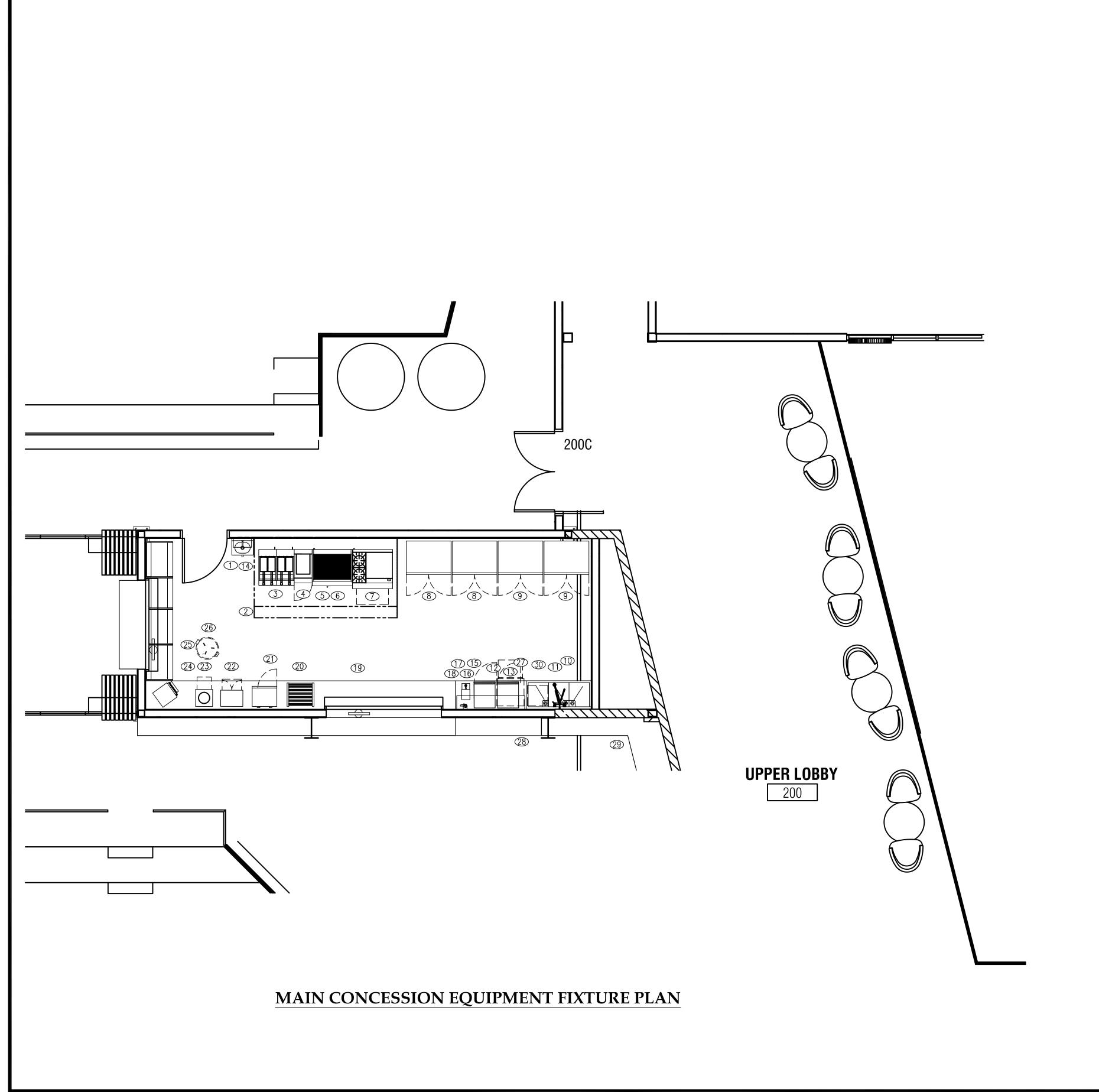
SIGNATURES		
SIGNED AND SUBMITTED for and on behalf of:		
SIGNATURE	Date	

NAME and TITLE of the authorized legal signing authority.

(Please Prin	t)	_		
Title:				
WITNESS NAME:	(Please print)			
SIGNATURE:			Date	

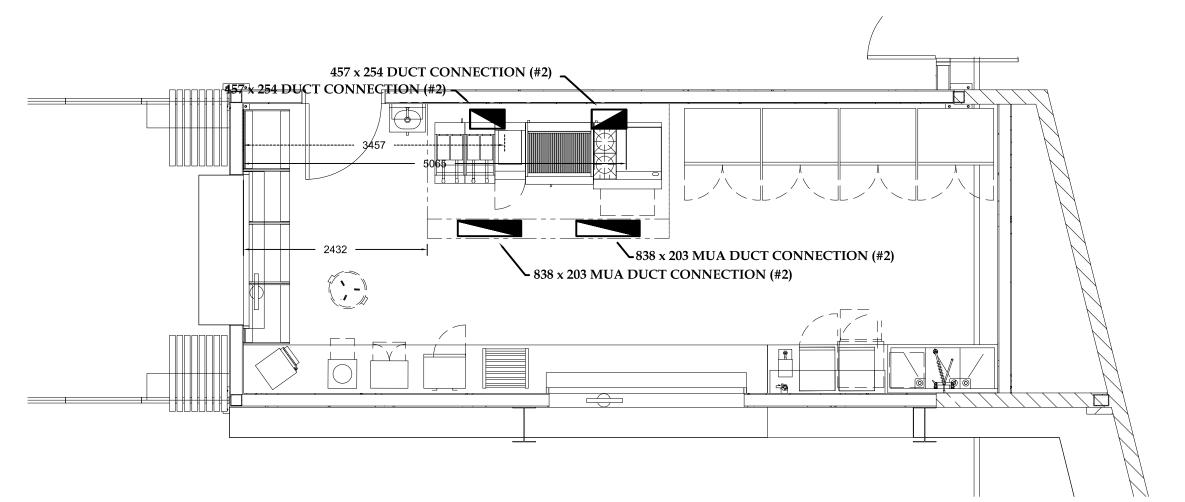
### **APPENDIX C- CONCESSION SITE PLAN**

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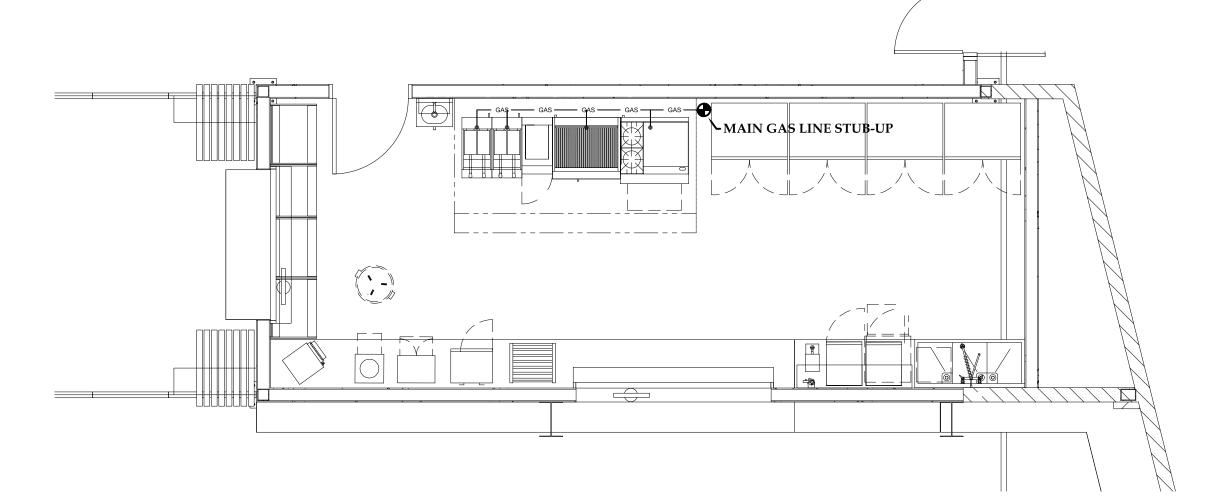


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ITEM No.	SUPPLIER		VOLTS	Ph	K.W.	H.P.	LOAD (AMP)	ゎ	110125	LOAD MBTU	SIZE	HW	CW	W	CFM	SIZE	110120
1	HE	WALL MOUNT HAND SINK										13	13	38			
2	HE	EXHAUST CANOPY	120	1					LIGHTS - SEE NOTE #13						3700	457 x 254	SECOND DUCT CONN. @ 457 x 254
3	HE	DEEP FRYER - 2ea	120	1			15	ふ	UTILITY OUTLET - 2ea CONN. REQ'D	110	19						2ea CONNECTIONS REQUIRED
4	HE	SPREADER TABLE															
5	HE	BROILER								110	19						
6	HE	SS EQUIPMENT STAND FOR BROILER															
7	HE	TWO BURNER RANGE w/ GRIDDLE								110	19						
8	HE	DOUBLE DOOR COOLER - 2ea	115	1		1/3	7.3	ふ	DEDICATED CIRCUIT - 2ea CONN. REQ'D								
9	HE	DOUBLE DOOR FREEZER - 2ea	115	1		3/4	11	ふ	DEDICATED CIRCUIT - 2ea CONN. REQ'D								
10	HE	3 COMPARTMENT PREPARATION SINK												38			CONNECT TO G.T. #30
11	HE	FAUCET										13	13				
12	HE	SS PREPARATION TABLE															
13	HE	PUSH BUTTON HOT BEVERAGE DISPENSER - 2ea	115	1	1.8			l .	2 CONNECTIONS REQUIRED				13				CON. FROM ITEM #16 - 2ea CON. REQ'I
14	HE	FIRE SUPPRESSION SYSTEM	120	1					CONNECT w/ ALARM								
15	HE	HOT WATER DISPENSER	115	1	1.8		15	ふ	2 CONNECTIONS REQUIRED				13				CON. FROM ITEM #16 - 2ea CON. REQ'D
16	HE	WATER FILTER											13				CONNECT TO ITEM #13 & #15
17	HE	SS WALL SHELVES															
18	MW	MILLWORK COUNTER w/ UNDER SHELVING															
19	0	POS SYSTEM	115	1				ふ	DEDICATED CIRCUIT - ALSO; DATA								
20	HE	HOT DOG GRILL w/ BUN WARMER	120	1	1.15		9.6	ふ									
21	HE	MICROWAVE	120	1	1.0		13.4	ふ									
22	HE	POPCORN MACHINE	120	1			10	ふ									
23	HE	NACHO MACHINE	120	1		1	15	ふ									
24	HE	CONVEYOR TOASTER	120	1	1.8		15	ふ									
25	0	POS SYSTEM	115	1				ふ	DEDICATED CIRCUIT - ALSO; DATA								
26	HE	MOBILE GARBAGE CAN															
27	HE	UNDERCOUNTER DISHWASHER	208	1			30.5					13		38			
28	MW	MILLWORK COUNTER				1											
29	MW	MILLWORK CABINET															
30	Me	GREASE TRAP															

13. ELECTRICAL CONTRACTOR TO WIRE INDIVIDUAL LIGHTS, INSIDE ITEM #2. THIS LIGHTING CIRCUIT MUST BE CONNECTED TO A CONVENIENTLY LOCATED LIGHT SWITCH OR OR TO THE KITCHEN LIGHTING SYSTEM.



MECHANICAL SERVICE PLAN - DUCT CONNECTIONS



MECHANICAL SERVICE PLAN - GAS LINE DETAIL

## ENERAL NOTES:

ALL EQUIPMENT SET IN PLACE BY KITCHEN EQUIPMENT CONTRACTOR, LEVELED FLASHED AND MADE READY FOR FINAL CONNECTIONS BY PLUMBER, ELECTRICIAN, GAS, STEAM AND OTHER

LL SUBTRADES TO CHECK WITH KITCHEN EQUIPMENT CONTRACTOR TO VERIFY FINAL ROUGH-IN DATA BEFORE COMMENCING WORK.

4. CONDUITS REQUIRED FOR IN-SLAB REFRIGERATION LINES AND SLEEVES THROUGH FLOOR, CEILING, OR WALLS, ARE NOT THE RESPONSIBILITY OF KITCHEN EQUIPMENT CONTRACTOR.

5. ELECTRICIANS TO SUPPLY SEPARATELY FUSED CIRCUIT, AVAILABLE 24 HOURS PER DAY FOR CONTROL CIRCUIT ON EXHAUST VENTILATOR AND INTERWIRE SEPARATE COMPONENTS.

PLUMBER TO ENSURE A PRESSURE REDUCING VALVE, SET AT 20 TO 30 LBS. PER SQUARE INCH FLOW PRESSURE, IS INSTALLED IN HOT WATER LINE TO THE BOOSTER AND THAT AN AIR CUSHION EXPANSION CHAMBER IS INSTALLED BETWEEN THIS PRESSURE REDUCING VALVE AND THE DISHWASHER. ALSO PLUMB IN VENTILATOR GAS SOLENOID, IF ANY.
THE VENTILATION SYSTEM WILL BE EXHAUSTING 3700 CFM OF AIR AND IT IS NECESSARY THAT 80% OR 2960 CFM OR AIR BE REPLACED IN THE KITCHEN, IN ORDER THAT THE VENTILATI WORKS AT 100% EFFICIENCY. IT IS ADVISABLE THAT YOU WORK WITH YOUR AIR CONDITIONING OR HEATING CONTRACTOR TO INSTALL A MAKE-UP AIR UNIT IN YOUR PREMISES.
ALL SERVICES FOR FOLIPMENT SUPPLIED BY OTHERS/OWNER SHOULD BE CONFIRMED BY OTHERS.

D.PLUMBING CONTRACTOR TO PROVIDE WATER SUPPLY AND WASTE SERVICES FOR REFRIGERATION EVAPORATIVE WATER COOLER, PROVIDE BACK FLOW PREVENTION ASSEMBLY ON WATER SUPPLY LINE. PLUMBING CONTRACTOR TO MAKE ALL FINAL CONNECTION. CONDENSATE LINES TO BE SUPPLIED AND INSTALLED AT A MAXIMUM POSSIBLE SLOPE.

CONDENSATE LINES IN FREEZER REQUIRES HEAT TAPE INSULATION. REFRIGERATION CONTRACTOR SHALL FURNISH AND INSTALL ALL INTERCONNECTING REFRIGERANT PIPING UNLINED OTHERWISE.

1. PLUMBING CONTRACTOR TO BRING ADEQUATELY SIZED GAS LINE DOWN, WHERE SHOWN, INSTALL GAS SAFETY SHUT-OFF VALVE (SUPPLIED BY KEC) AND THAN F CONNECTIONS REQUIRED), #5 & #7.

2. GENERAL CONTRACTOR TO SUPPLY AND INSTALL GUM BOXES AND REFRIGERATION SLEEPERS ON ROOF.

	SYMBOL	LEG	END
$\underline{\mathbf{M}}$	ECHANICAL	<u>E</u>	LECTRICAL
$\oplus$	WASTE	$\Rightarrow$	SINGLE PURPOSE RECEPTACLE
0	COLD WATER	$\bigcirc$	DUPLEX RECEPTACE
	HOT WATER		SPECIAL PURPOSE RECEPTACLE
	FLOOR DRAIN	J	JUNCTION BOX
igoplus	FUNNEL FLOOR DRAIN	$\square$	LIGHT
0	HUB DRAIN	$\bigcirc$	SINGLE PHASE WIRE IN
	GAS CONNECTION	$\triangle$	THREE PHASE WIREI
	DUCT CONNECTION	U/O	UTILITY OUTLET
0	REFRIGERATION /POP SLEEVE	$\sim$	FIELD WIRING BY D 16 (ELECTRICAL)

DATE:	REVISIONS:	DATE:	2017/03/27
2017/01/06	PRELIMINARY LAYOUT ISSUED		2017/00/27
2017/01/17	DRAWINGS UPDATED AS PER MARK UP	SCALE:	1:50
2017/02/06	DRAWINGS UPDATED AS PER MARK UP		1,50
2017/03/27	DRAWINGS ISSUED TO ARCH. FOR REVIEW	DESIGN:	A.U.
		DRAWN:	A.U.
		FILE NO.:	434/01/2017

EQUIPMENT LAYOUT
FOR
"PRCC"

PEACE RIVER, AB

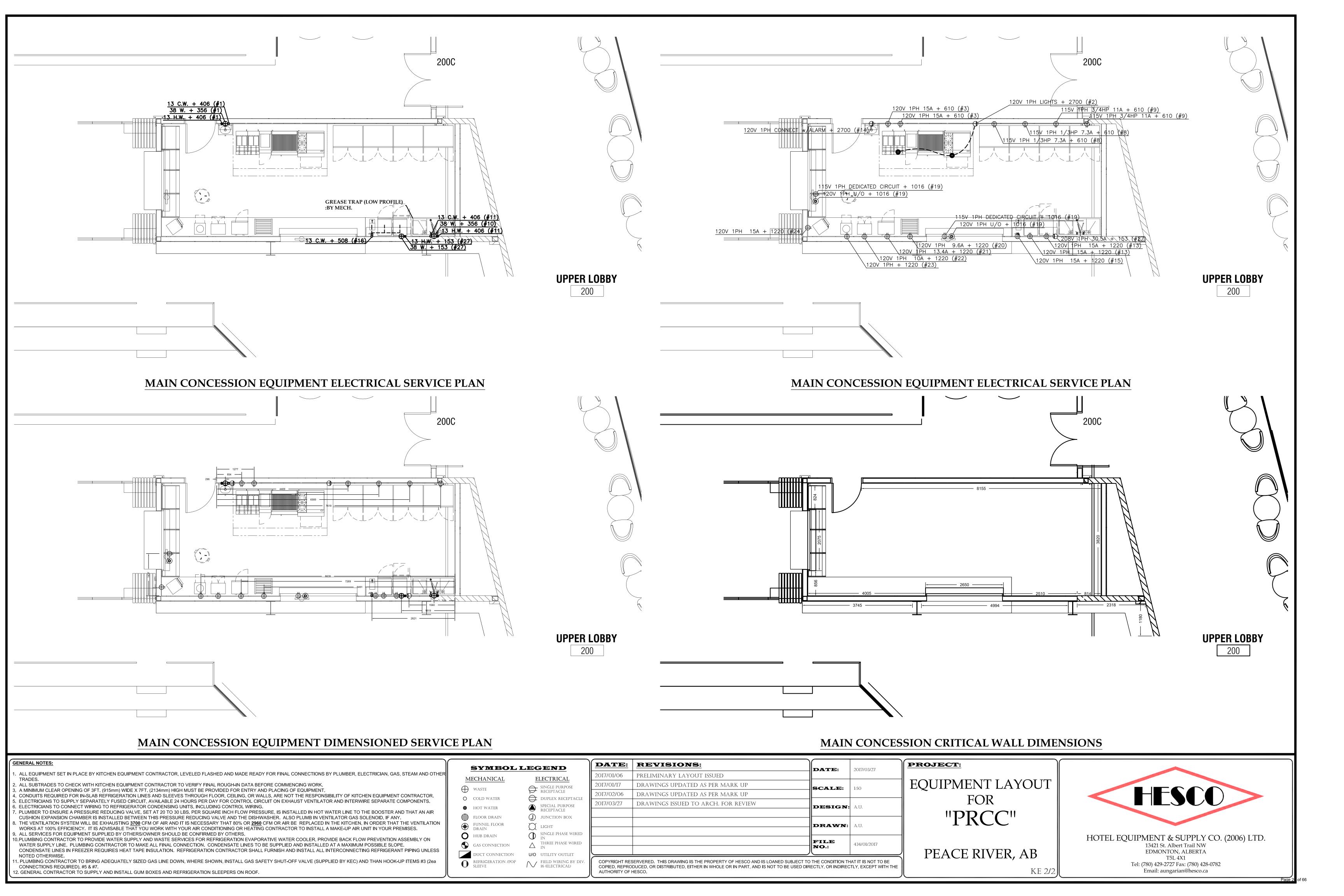


HOTEL EQUIPMENT & SUPPLY CO. (2006) LTD.

13421 St. Albert Trail NW
EDMONTON, ALBERTA
T5L 4X1
Tal: (780) 429 2727 Fay: (780) 428 0782

T5L 4X1 Tel: (780) 429-2727 Fax: (780) 428-0782 Email: aungarian@hesco.ca

Page 1



## **APPENDIX D - EQUIPMENT LISTING**

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ITEM #03 2ea GF14SD

# Standard Gas Fryers



☐ GF40



GF40 Shown with casters

#### Standard Features

- Open-pot design is easy to clean
- Millivolt temperature controls, no electric connection required
- Stainless steel frypot, door and cabinet
- Durable temperature probe
- Deep cold zone, 1-1/4" (3.2 cm) IPS ball-type drain valve
- Master Jet burner heat-transfer system
- Two twin baskets
- 6" steel legs with 1" adjustment and casters
- 3/4" (1.91 cm) (NPT) gas connection

#### **GF14**

- -- 40-lb. (20 liter\*) oil capacity
- -- 100,000 Btu/hr. input (25,189 kcal/hr.) (29.3 kw/hr.)
- -- Frying area 12" x 15" x 4" (30.5 x 38.1 x 10.2 cm)

#### **GF40**

- 50-lb. (25 liter\*) oil capacity
- -- 122,000 Btu/hr. input (30,730 kcal/hr.) (35.8 kw/hr.)
- Frying area 14" x 15" x 5" (35.6 x 38.1 x

# Options & Accessories

- Frypot cover
- ☐ Piezo ignitor kit
- Full basket
- Crispor trav
- Sodimont trav

sories.

- $\square$  3/4" x 36" quick disconnect with
  - gas line 3/4" x 48" quick disconnect with
- gas line
  ☐ Top connecting strip

See Frymaster domestic price list for other available options and acces-

#### Specifications

# Designed for versatile frying production and solid performance

These all-purpose fryers feature outstanding Frymaster reliability and durability. GF fryers are capable of cooking a wide variety of fried foods with consistent uniformity and great taste.

The Master Jet burner system's durable metal targets create a large heat-transfer area for reliable, even heat distribution. Durable temperature probe senses temperature changes and activates burner response.

The open frypot has a large heattransfer area and every inch of the frypot and cold zone can be cleaned and wiped down by hand.

The large cold zone and forward sloping bottom help collect and remove sediment from the frypot to safeguard oil quality and support routine frypot cleaning.

\*Liter conversions are for solid shortening @70°F.











8700 Line Avenue Shreveport, LA 71106-6814 USA Tel: 318-865-1711
Tel: 1-800-221-4583
Fax: 318-868-5987
E-mail: info@frymaster.com

www.frymaster.com

Bulletin No. 818-0592 Revised 11/2/15





# Heavy Duty Gas Radiant Char-Broilers w/Adjustable or Non-Adjustable Grates

# Models:



GTBG48-AR48 GTBG60-AR

GTRG60-NR60

GTBG72-NR72





GIBG48-NR48



Model GTBG24-AR24

#### **Standard Features:**

- SS front, sides and back
- 4" SS adjustable legs
- 3/4" NPT gas regulator on all 24" to 60" wide models with "T" gas manifold connection for straight through rear or flushmount gas connections.
- 1" NPT gas regulator for GTBG72-NR72 model only. Has "T" gas manifold connection for straight through or nearly flushmount gas connections.

- SS front rail; 4" (102mm) deep overall with 3 1/2" (89mm) top work surface
- SS large capacity crumb tray
- Reversible cast iron broiler racks in 3" wide sections with 1/8" and 3/16" brand marks.
- 21-1/2" (546mm) broiling grid depth
- 2-position adjustable broiler grates or fixed-position nonadjustable grates
- One cast iron radiant over a 18,000 BTU stainless steel tube burner for every 6" of broiler width
- One two position hi/lo valve control for each burner.

#### **Optional Features:**

- ☐ SS skirt for dais/counter surface mounting. The stainless steel skirt will reduce overall unit height by 1 3/4" (44.45mm).
- ☐ SS spatter-quard

- ☐ Removable wire holding shelf for spatter guards available for 24" and 36" models
- ☐ Broiler grate cleaning tool
- ☐ Fajita broiling grate: 9" wide, replaces 3 standard grate sections on the left or right end of the broiler. Limit one per broiler.
- ☐ Stainless stand with solid top and holding shelves, and adjustable feet
- ☐ Stainless stand with solid top and holding shelves, and casters, (locking front)
- Set of revisible cast iron broiler racks with 4 brand marks per
- A Removable stainless steel attachment condiment rail with universal 1/9 or 1/3 food pan cut outs (pans supplied by others)

#### Specifications:

Garland gas radiant broilers are available with adjustable or non-adjustable cooking racks, in five nominal imperial widths from 24"(600mm) to 60"(1500mm), and with model GTBG72-NR72 only 72"(1800mm), 13" (330mm) high and 32" (814mm) deep. Reversible cast iron grates in 3" (76mm) wide sections overall cooking area depth 21 1/2" (546 mm). One 18,000 BTU burner with individual valve control per 6" of broiler width. Large stainless steel catch tray, stainless steel front, sides, and back.







# Garland G Series 36" Gas Restaurant Range

ITEM #07 1ea G36-2G24R

Models:						
G36-6R	G36-6S	G36-6T	G36-4G12R	G36-2G24R	☐ G36-G36R	
G36-4G12S	G36-2G24S	G36-G36S	G36-4G12T	G36-2G24T	☐ G36-G36T	



#### Model G36-6R

(shown with optioanlional casters)

NOTE: Ranges supplied with casters must be installed with an approved restraining device.

#### **Standard Features:**

- Large 27" (686mm) work top surface
- Stainless steel front and sides
- Stainless steel 5" (127mm) plate rail
- Stainless steel backguard, w/removable stainless steel shelf
- 12" (305mm) section stamped drip trays w/ dimpled bottom
- 6" (152mm) adj. stainless steel legs
- Large easy-to-use control knobs
- Gas regulator

#### **Standard on Applicable Models:**

- · Open storage in lieu of oven, suffix S
- Modular top (Suffix T) with stainless steel low profile backguard & 4" (102mm) adjustable metal legs
- Ergonomic split cast iron top ring grates
- 33,000 Btuh/9.67 kW 2 piece cast iron Starfire- Pro open top burner
- 5/8" (15mm) thick steel griddle plate w/ manual hi/lo valve control, 23" (584mm) working depth surface, Standard on right, optional on left
- 4-1/4" (108mm) wide grease trough
- 18,000 Btuh/5.27 kW cast iron "H" style griddle burner per 12"(305mm) width of griddle
- 38,000 Btuh/ 11.13 kW cast iron "H" style oven burner
- Snap action modulating oven thermostat low to 500° F
- Nickel plated oven rack and 3-position removable oven rack guide

- Large porcelain oven interior, fits standard sheet pans in both directions for standard ovens
- · Strong, keep-cool oven door handle
- Convection oven w/3 nickel plated oven racks and removable rack guides in lieu of standard oven w/ 1/3HP 120v 60 Hz single phase fan motor; change suffix R to C

#### Optional Features:

- Convection oven motor 240v 50/60HZ
- Snap action modulating griddle control 175° to 425° F
- Hot top 12" (305mm) plate in lieu of two open burners, manual valve controlled w/18,000 Btuh/5.27 kW cast iron "H" burner standard on left side
- Low profile 9-3/8" (238mm) backguard
- Additional oven racks
- 6" (152mm) levelling swivel casters (4) w/front locking
- Flanged deck mount legs
- Celsius temperature dials
  - Piezo spark ignition for pilots or griddles
- Range mount salalamnders and cheesemelters are available for the oven and storage base models but not modular top (T) models

#### Specifications:

Gas restaurant series range with large capacity (standard) oven. 35 7/16" (900mm) wide, 27" (686mm) deep work top surfaces. Stainless steel front, sides and 5" wide front rail. 6" (152mm) legs with adjustable feet. Six Starfire-Pro 2 piece, 33,000 Btuh/ 9.67 kW (natural gas), cast open burners set in split cast iron ergonomic grates. Griddle or optional hot-top with cast iron "H" style burners, 18,000 Btuh/5.27 kW (natural gas), in lieu of open burners. One piece oven with porcelain interior and heavy duty, "keep cool" door handle. Heavy cast

iron "H" oven burner rated 38,000 Btuh/11.13 kW (natural gas) Oven controlled by even bake, fast recovery snap action modulating oven thermostat. Available with convection oven, storage base or modular top model in lieu of oven.













ITEM #08 2ea C2-39VC

## **VERSA-CHILL REACH IN COOLERS**

#### **GENERAL**

Using steel construction these stand up reach in coolers are available in 4 sizes to meet your needs.

#### **Cabinet Construction**

The exterior sides and front are covered in 24 Gauge, type 430 Stainless Steel.

The interior walls and doors are covered in 22 Gauge, type 430 Stainless Steel and the floors are covered in 24 Gauge, type 304 Stainless Steel.

The inside corners are rounded for easy cleaning. The units come equipped with adjustable PVC coated shelves.

The entire unit is built using a high density Polyurethane insulation that is applied in place.

#### **Doors**

Recessed handles for smoother front and reduced space requirements.

Doors are equipped with locks for security. The gasket is magnetized to provide easy removal for cleaning.

Self-closing doors equipped with "stay open" feature when opened past 90 degrees.

Single door units are available in right or left handed hinges - specify at time of ordering.

#### Refrigeration

Oversized factory balanced system designed to hold 33 - 45 degrees Fahrenheit.

The refrigeration system uses R134A that is CFC and HCFC free.

Condensor unit is easily accessible for routine cleaning and maintenance.

#### **Electrical**

Units come factory wired and ready to connect with 115/60/1 phase, 15 amp dedicated plug and cord

These units are Energy Star rated!



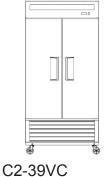


Equipment for the Foodservice Industry

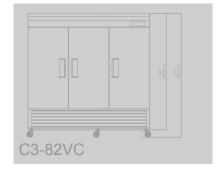
#### FRONT ELEVATIONS

MODEL	C1-27VC	C2-39VC	C2-54VC	C3-82VC
EXTERNAL DIMENSIONS				
Overall Width inches / mm	27 / 685	39.5 / 1003	54.4 / 1382	81.9 / 2080
Overall Depth inches / mm	31.5 / 800	31.5 / 800	31.5 / 800	31.5 / 800
Overall Height inches / mm	84 / 2134	84 / 2134	84 / 2134	84 / 2134
Number of Doors	1	2	2	3
INTERNAL DIMENSIONS				
Capacity Cubic ft. / litres	21 / 595	32.4 / 918	46 / 1303	71 / 2011
Internal Width inches / mm	22.2 /564	34.8 / 884	49.7 / 1262	77.1 / 1958
Internal Depth inches / mm	25.2 / 640	25.2 / 640	25.2 / 640	25.2 / 640
Internal Height inches / mm	60 / 1524	60 / 1524	60 / 1524	60 / 1524
Number of shelves	3	6	6	9
ELECTRICAL				
Full Load Amperes 115/60/1	3.5	5.6	5.6	7.6
Cord Length Feet / Meters	8.8 / 2.6	8.8 / 2.6	8.8 / 2.6	8.8 / 2.6
Plug type	NEMA 5-15	NEMA 5-15	NEMA 5-15	NEMA 5-15
REFRIGERATION DATA				
Refrigerant	R134A	R134A	R134A	R134A
Horsepower	1/4	1/3	1/3	1/2
WEIGHT				
Gross Weight Ibs / kg	276 / 125.2	375 / 170	430 / 195	463 / 210









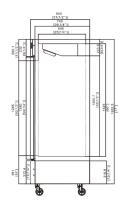








#### SIDE ELEVATION



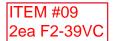
WARRANTY INFORMATION One year parts and labour. Five years on compressor.



EFI Sales Ltd. Corporate Office 26895 Gloucester Way (604) 607-8820 Fax Langley, BC V4W 3Y3

(604) 607-8850 (888) 565-9920 Toll Free info@efifoodequip.com

Distribution Facilities: Toronto, ON Langley, BC







## **VERSA-CHILL REACH IN FREEZERS**

#### **GENERAL**

Using steel construction, these stand up reach in freezers are available in 4 sizes to meet your needs.

#### **Cabinet Construction**

The exterior sides and front are covered in 24 Gauge, type 430 Stainless Steel.

The interior walls and doors are covered in 22 Gauge, type 430 Stainless Steel and the floors are covered in 24 Gauge, type 304 Stainless Steel.

The inside corners are rounded for easy cleaning. The units come equipped with adjustable PVC coated shelves.

The entire unit is built using a high density Polyurethane insulation that is applied in place.

#### **Doors**

Recessed handles for smoother front and reduced space requirements.

Doors are equipped with locks for security. The gasket is magnetized to provide easy removal for cleaning.

Self-closing doors equipped with "stay open" feature when opened past 90 degrees.

Single door units are available in right or left handed hinges - please specify at time of ordering.

#### Refrigeration

Oversized factory balanced system designed to hold -8 to -1 degrees Fahrenheit.

The refrigeration system uses R404A that is CFC and HCFC free.

Condensor unit is easily accessible for routine cleaning and maintenance.

#### **Electrical**

Units come factory wired and ready to connect with 115/60/1 phase, 15 amp dedicated plug and cord or 208-230/3 phase (F3-82CC) 20 amp dedicated plug and cord.

These units are Energy Star rated!





F3-82VC

84 / 2134

71 / 2011

60 / 1524

8.5 / 2.6

NEMA L 14-20P

1 1/4

Equipment for the Foodservice Industry

CF-54VC

54.4 / 1382

84 / 2134

60 / 1524

6

8.5 / 2.6

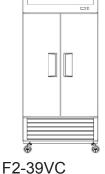
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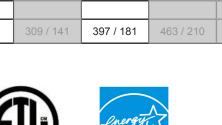
<b>FRONT</b>	ELEV	IOITA	٧S
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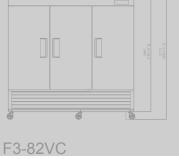






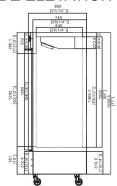


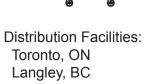


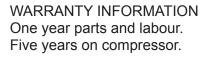














**MODEL** 

**EXTERNAL DIMENSIONS** Overall Width inches / mm

Overall Depth inches / mm

Overall Height inches / mm

INTERNAL DIMENSIONS

Capacity Cubic ft. / litres

Internal Width inches / mm

Internal Depth inches / mm

Internal Height inches / mm

Full Load Amperes 115/60/1

**REFRIGERATION DATA** 

Full Load Amperes 208-230V/3 Cord Length Feet / Meters

Number of shelves

**ELECTRICAL** 

Plug type

Refrigerant

Horsepower

**WEIGHT** 

Number of Doors

F1-27VC

27 / 685

84 / 2134

22.2 / 564

60 / 1524

8.5 / 2.6

F2-39VC

39.5 / 1003

31.5 / 800

84 / 2134

2

32.4 / 918

34.8 / 884

25.2 / 640 60 / 1524

6

10.5

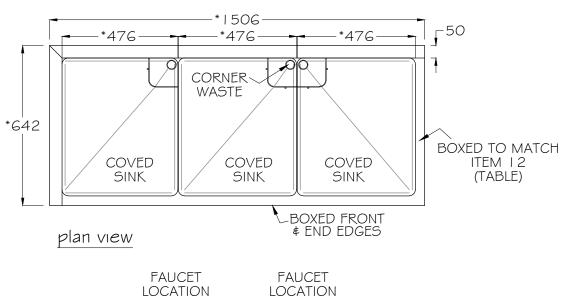
8.5 / 2.6

NEMA 5-15

R404A 3/4

EFI Sales Ltd. Corporate Office 26895 Gloucester Way (604) 607-8820 Fax Langley, BC V4W 3Y3

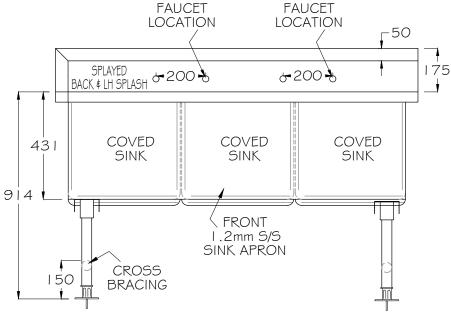
(604) 607-8850 (888) 565-9920 Toll Free info@efifoodequip.com

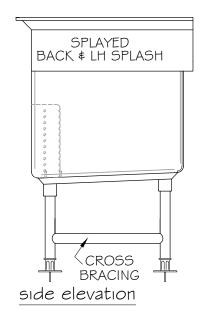


#### NOTES:

TABLE TOP-2.0mm s/s
SINKS-2.0mm s/s w/coved
BRACING-40mmØ s/s TUBING
LEGS-40mmØ s/s TUBING
(w/adj. flanged/pinned bullet feet)

\*Site Confirm Dimensions





front elevation

STAINLESS PRODUCTS Ltd.  5914-875t. Edmonton, AB Ph (780) 463-1110 Fax (780) 462-8481 www.halbarstainless.com
---

Job:		Peace River Rec. Center	Item: S/	S/S 3 Compt. Sink					
Clien	t:	Hesco	Scale: N.T.S.	Item#: 10 Qty: 1					
Appro Date:	ved:	Ву:	Date: Sept. 6/17	Drwn: DB Sht: 1 of 1					
Rev.	Date -	Description _	Revision: 0						
			This drawing and it's contents are the sole proper in whole or in part by any method without the	This drawing and it's contents are the sole property of Halbar Staffall Products cld. 506 must not be copied or reproduced in whole or in part by any method without the permission or written authorization of Halbar Stainless Products Ltd.					

# **BUNN**°

# iMIX® Hot Beverage System with 5 Hoppers

ITEM #13 2ea IMIX-5 BLACK



iMIX-5 Dimensions: 32.8"H x 19.3" W x 24" D (83.2cm H x 59.5cm W x 61cm D)

#### Features

#### iMIX Hot Beverage System with 5 Hoppers

- Capacity: Five, 8-pound (3.6 kg) hoppers
- NEW! High efficiency LED lighted front graphics for merchandising
- 7-gallon hot water tank to meet peak serving times
- Cup clearance at 7.25" (18.4 cm) to accommodate popular cup sizes [adjustable to 8.12" (20.6 cm)]
- · High speed, heavy-duty whipper for complete product mixing
- Front of machine access to tank drain, dump valves, auger and whipper motors and control board for easy service, set up and calibration
- Night mode to prevent pilferage
- Low product detection system alerts audibly and with message on display when hoppers are low
- Alphanumeric display communicates advertising messages, machine status and technical support contact information
- Spring-loaded, all metal auger drive system for easy hopper installation
- Auger motors with RPM feedback monitoring assure consistent flavors and profits by controlling powder dosing
- Top hinged, lift door model available
- Preventive maintenance kit: 32906.0001





Top hinged door inside view

For current specification sheets and other information, go to www.bunn.com.

#### Related Products

Easy Clear® EQHP-10 Product No.: 39000.0004

Easy Clear® EQHP-10L Product No.: 39000.0001



Features deluxe whipper chambers:

1. Robust whipper to ensure full flavor yield.

2. Specially designed self cleaning mixing chamber.

3. Exhaust fan to siphon off moisture that can cause powder buildup.

4. Hot water dispense for easy clean-out.

5. Quick disconnecting parts for thorough sanitizing.

#### **Replacement Displays**

Cappuccino

Product No.: 36768.0000

**Iced Cappuccino** Product No.: 36768.0005



Model	Agency Listing
iMIX-5	(SE) .



- 2gal (7.57L) of hot water in a space-saving machine just 7.1" (18.03cm) wide to fit any counter
- Includes drip tray
- High quality, easy-to-clean stainless steel exterior and tank for a long, dependable life
- Fresh, hot water is always available since the HW2 is plumbed to your water line



Servers and airpots sold separately

Agency:





#### **Specifications**

Product #: 02500.0001

Water Access: Plumbed

Finish: Stainless Faucet: Upper

Temp. Setting: 200°F (93.333°C)

## Additional Features

Capacity at 60° F

#### **Electrical & Capacity**

Volts	Amps	Watts	Cord Attached	Plug Type	8oz cups/hr 236ml cups/hr	Input H <sup>2</sup> O Temp.	Phase	# Wires plus Ground	Hertz
120	15	1800	Yes	NEMA 5-15P	-	60°F (15.5°C)	1	2	60

#### Plumbing Requirements

# PSI kPa Fitting Supplied Water Flow Required (GPM) 20-90 138-621 1/4" Male Flare Fitting -

## **CAD Drawings**

2D	Revit	KLC
•		





# Star Manufacturing Internation 1ea 30 CBD



## GRILL-MAX® ROLLER GRILLS WITH BUILT-IN BUN DRAWER

Model 30CBD, 30SCBD, 45CBD, 45SCBD, 50CBD, 50SCBD 75CBD & 75SCBD

#### Features/Benefits:

- ★ The Star Grill-Max® line of roller grills take presentation and performance to its fullest potential morning, noon, and night.
- ★ Built-in bun drawer saves space, reduces cost and provides sanitary storage of bun.
- Unique "stadium seating" rollers slanted at 3° to 5° for the best presentation of your products increasing sales and impulse purchases.
- ★ Slim-line design provides more grill surface in the same space. Increased capacity means additional sales and greater profits.
- ★ Infinite temperature controls provide more linear heat control for better performance.
- ★ Easy access control knobs provide sectional heating for front and rear rollers.
- ★ Exclusive Duratec coated non-stick rollers, the best non-stick high performance coating for today's high volume operations. Duratec rollers meet the demands for improved durability, cleanability and feature superior grip for improved rollability of today's new Roller Grill snack foods.
- ★ Chrome rollers provide a durable cooking surface designed for traditional cooking operations and easy cleanability.
- ★ Seal-Max superior heavy-duty roller bearing and seal combination provides smoother operation, longer life, low maintenance and grease-free internal compartments.
- ★ Colorful merchandising graphics to build impulse sales.

#### **Applications:**

Star Grill-Max Roller Grills, Bun Drawers and Sneeze Guards combine to make the leading "Hot Dog Center" in the industry. These units, available in a variety of styles and sizes, are perfect for use in snack bars, convenience stores, recreational facilities, stadiums, and virtually any venue where fast food is sold.

#### **Quality Construction:**

Constructed of heavy gauge stainless steel with options of Duratec or Chrome rollers with incoloy sheath elements. Infinite temperature controls for accurate cooking and holding from low to high. Heavy-duty motor provides 360 rotation of rollers with stadium seating. Units ship standard with a 6' cord and plug.

#### **Accessories:**

Sneeze guards are formed polycarbonate and meet health department requirements.

#### Warranty:

Grill-Max Roller Grills are covered by Star's one-year parts and labor warranty.











Star Manufacturing International Inc. - 10 Sunnen Drive - P.O. Box 430129 - St. Louis, MO 63143-3800

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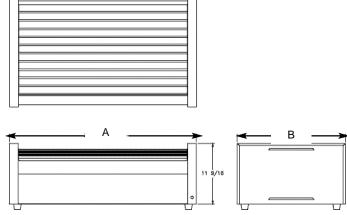




# Star Manufacturing International, Inc.

# GRILL-MAX ROLLER GRILLS WITH **BUILT-IN BUN DRAWER**

Model 30CBD, 30SCBD, 45CBD, 45SCBD, 50CBD, 50SCBD, 75CBD & 75SCBD



Model Specifications										
		Dimensions							Approximate Weight	
Model No.	Capacity	(A) Width Inches (cm)	(B) Depth Inches (cm)	(C) Height Inches (cm)	Voltage	Wattage	NEMA Plug	Amps	Shipping lbs. (kg)	Installed Ibs. (kg)
30CBD & 30SCBD	30 Hot Dogs 32 Buns	23-3/4 (60.3)	20-5/8 (52.4)	12-1/2 (31.8)	120 230	1150	5-15P CEE7-7	9.5 5	61 (24.9)	45 (20.4)
45CBD & 45SCBD	45 Hot Dogs 32 Buns	23-3/4 (60.3)	28-1/2 (72.4)	15-1/2 (39.4)	120 230	1650	5-15P** CEE7-7	13.8 7.2	78 (33.1)	62 (28.1)
50CBD & 50CSBD		35-3/4	20- 5/8	12-1/2	120 120	1535 1535	5-15P 5-20P*	12.8 12.8	81	64
	48 Buns	(90.8)	(52.4)	(31.8)	230		CEE7-7	6.7	(34.0)	(29.0)
75CBD & 75SCBD	75 Hot Dogs 48 Buns	35-3/4 (90.8)	28-1/2 (72.39)	15-1/2 (39.3)	120 208/240 230	1730 1810/2400 2210	5-20P 6-15P CEE7-7	14.4 8.7/10 9.6	120 (53.9)	87 (39.4)

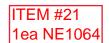
<sup>\*</sup>Canadian Requirements \*\*Not CUL Approved

#### Typical Specifications

Roller Grills are constructed of all stainless steel and utilizes Duratec non-stick coated rollers or chrome rollers and tubular incolov sheath elements. Elements are mounted in a fixed and floating system allowing for lateral expansion to minimize warping. Infinite temperature controls provide accurate cooking and holding from low to high. Unit has a heavy-duty motor and provides 360° rotation of rollers. The rollers are arranged in stadium seating with a slope of 3° to 5°, and a graphic door provides better merchandising. The Roller Grill incorporates Seal-Max®, Star's exclusive seal and bearing combination. Units have a pilot light and 6' lead in cord with NEMA plug. UL-Sanitation to NSF Std. #4 approved and UL listed. Printed in the U.S.A. Star Grill-Max grills patent #6,393,971 & #6,782,802. Printed in

Due to periodic changes in designs, methods, procedures, policies and regulations, the specifications contained in this sheet are subject to change without notice. While Star Manufacturing exercises good faith efforts to provide information that is accurate, we are not responsible for errors or omissions in information provided or conclusions reached as a result of using the specifications. By using the information provided, the user assumes all risks in connection with such use.

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# **NE-1064**

# 1000 Watt\* Commercial Microwave Oven

#### **Technical Specifications**

Power source: 120V, 60Hz, Single phase

Receptacle required: NEMA 5-15 R or

NEMA 5-20 R

Frequency: 2,450MHz Required power: 13.4A

**Outer dimensions:** 201/8" w x 163/8" d x 12" h

Cavity dimensions: 13" w x 13" d x 81/16" h

Net weight: 34 lbs.

Output: 1000 watts\*

Shipping weight: 39 lbs.

**Shipping box size:**  $24" \text{ w} \times 18\%" \text{ d} \times 14\%" \text{ h}$ , 3.8 cu. ft.

Timer: 99 Minutes, 99 Seconds

Memory Capability: 20 Programs



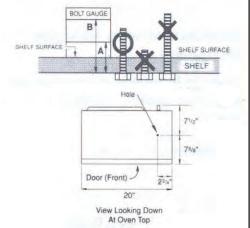
#### To specify a Panasonic **Commercial Microwave Oven**

The NE-1064 Commercial Microwave Oven meets or exceeds all safety performance and sanitation standards set for commercial food service microwave ovens by UL, DHHS, FCC and NSF.

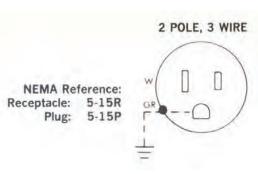
Plus, oven shall have output power 1000 Watts\*, stainless steel cabinet and cavity, bottom energy feed, 10 programmable memory pads, Braille keypad, 20-memory capability, double quantity key, 6 power levels, 2- and 3-stage cooking, programmable lock, ungiue "quick pick" preset times and self-diagnostics, Chef/Test Kitchen technical support and 3 year limited warranty.

\*I.E.C. 60705 Test Procedure. Specifications subject to change without notice

# Security/Anti-Theft Option



#### Receptacle Required



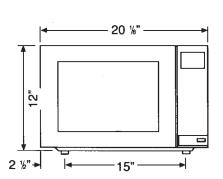
#### **ADA Compliance**

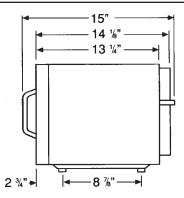
§4.28.2 ((CFR) -28CFR Part 36) "For Alarms".

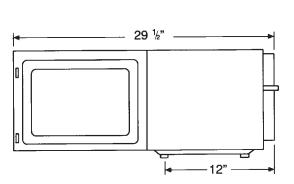
§4.27 "For controls and operating mechanisms".

Braille controls.











#### **Panasonic Appliance & Commercial Group**

Division of Matsushita Electric Corporation of America **Executive Offices:** 

One Panasonic Way, Panazip 4A-1, Secaucus, NJ 07094 Toll Free: 1-888-350-9590 Page 34 of 66 www.panasonic.com/cmo

# Star Manufacturing Internation 122 C





# SUPER JETSTAR® 80z. POPCORN POPPERS

## **√**Model 86S & 86SS

#### Features/Benefits:

- Combine Star's Super JetStar 8oz. popcorn poppers and Chief's Choice quality popcorn to bring the smell, taste and fun to the party.
- Requires only 19-1/2" of counter space to fit almost any where.
- Stainless steel style fits any decor and is easy to clean.
- Pops 170 one ounce servings per hour of Star's quality Chief's Choice brand popcorn (contact factory for details).
- Nickel plated 8 oz. steel kettle provides maximum popping performance.
- Magnetic catch holds one-piece kettle lid up for easy loading and unloading of Chief's Choice popcorn.
- Swing up/down kettle design allows easy dispensing of popped corn into the cabinet and is easy to clean.
- A 50 watt warming element under stainless steel corn deck keeps pop corn fresh and crisp when you want to snack.
- Cabinet is constructed of 1/8" thick tempered glass panels with four full length aluminum corner posts for stability and maintenance free
- Heavy gauge clear plexiglass doors and full length aluminum hinges with magnetic catch stands up to constant use.
- Clear lexan drop panel provides greater visibility for merchandising
- Stainless steel old maid drawer allows guick and easy removal of old
- Eye level 2 switch control panel: Top Switch engages motor and kettle heat Bottom Switch engages light and corn deck
- A 75 watt display light highlights popcorn and builds impulse sales.
- Attractive colorful popcorn graphics makes popper a perfect addition to any foodservice operation.
- Optional sneeze guards for self-serve operations.
- Cabinet cleaning is a snap with warm soapy water.

#### **Applications:**

The Super Jet Star popcorn poppers are perfect for convenience stores. concessions, recreational facilities and fun centers, restaurants, bars, chains or wherever you want to pop and dispense delicious popcorn.

#### **Quality Construction:**

Super Jet Star is constructed of solid extruded aluminum corner posts, 1/8" thick tempered glass panels and two 3/16" thick plexiglass doors with full length aluminum hinges to stand up to commercial use. Outfitted with 1000 watt, 8oz. capacity nickel plated steel popping kettle with stainless steel exterior shell. A wire cage protects the 75 watt display lamp. A 50 watt warming element under stainless steel corn deck and old maid drawer are standard. Poppers shipped complete with a 6' lead in cord with NEMA 5-15P. A CEE7-7 plug is available for 230V units.

#### Warranty:

Super Jet Star poppers are covered by Star's two year parts and labor warrantv.



Model 86S



Model 86SS











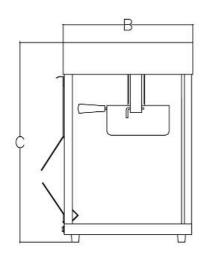
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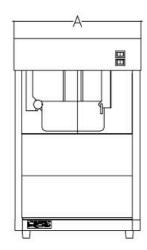
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### Star Manufacturing International, Inc

#### SUPER JETSTAR<sup>®</sup> 80z. POPCORN POPPERS Model 86S & 86SS





Specifications						
	Dimensions			Approxima	Approximate Weight	
	(A)	(B)	(C)	Installed	Shipping	
	Width	Depth	Height	lbs	lbs	
Model	Inches	Inches	Inches	(kg)	(kg)	
No.	(cm)	(cm)	(cm)			_
86S & 86SS	19-1/2	14-1/2	30-1/2	54	65	
	(45.5)	(36.2)	(77.5)	(24.5)	(29.5)	

#### **Electronic Data**

Model No.	Voltage	Wattage	Amps	Kettle Capacity	Serving Per Hour
86S & 86SS	120V	1197	10.0	8 oz.	170 one ounces
	230V	1100	4.8	8 oz.	170 one ounces

#### **Typical Specifications**

Super JetStar Popper Popcorn machine is constructed of extruded aluminum corner posts, has 1/8" thick tempered glass panels and two 3/16" thick plexiglass doors with full length aluminum hinges that provide easy access to the interior of the cabinet. A clear lexan serving drop panel provides unobstructed merchandising. Popcorn machine is supplied with a 1000 watt 8 oz. capacity nickel plated steel popping kettle with a stainless steel exterior shell. A wire cage protected display lamp, heated stainless steel corn pan, and stainless steel old maid drawer are standard. Poppers are complete with a 6' lead in cord with NEMA 5-15 plug. Unit is approved by UL, NSF and CSA. Printed in the U.S.A.

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FAX: (314) 1ea 12NCPW

www.star-mfg.com

#### Nacho Equipment

Cheese Warmers

Chip Merchandisers/Warmers

#### Star - The One Stop Nacho Shop...

From Nacho Cheese Warmers to Nacho Chip Merchandiser/Warmers, Star has all the equipment needed to put you in the very profitable Nacho business!

#### **Nacho Cheese Warmers**

Star offers 9 value priced, profit building Nacho Cheese Warmers available in 3-1/2, 7, and 11 quart capacities. All models feature stainless steel constructed bodies, colorful lighted signs, adjustable thermostat, on-off switch and cord and plug for easy out of the box installation.

The 3-1/2 quart units feature an easy clean, long lasting, stainless steel heat well with a powerful 500 watt wrap-around heating element. Model 3WLA-P, 3WLA-HS and 3WLA-W may accommoate a #10 tin or optional #SSB stainless steel bain marie (Polar Ware part #3Y-O). 3WLA-4H comes complete with 4 quart stainless steel inset and hinged cover.

The 7 quart model features a wrap-around 450 watt element and adjustable thermostat. A stainless steel bowl is available as an option.

The 11 quart "Heat & Serve" units feature a 10-1/4" diameter stainless steel heat well and a combination thermostat and on-off switch. Stainless steel bowl, cover, and ladle are optional.

# 3-1/2 Quart Nacho Cheese Warmers Nacho Chip Merchandisers/Warmers

#### Nacho Chip Merchandiser/Warmer

Star's Nacho Chip Merchandiser/Warmers are available in 7 lb. and 10 lb. capacities. These handsome merchandisers are constructed with tempered glass panels, extruded aluminum corner posts, and yellow painted steel top with yellow plastic lid. A stainless steel chute controls breakage when loading and allows for easy serving. A 75 watt lamp illuminates cabinet and a heated stainless steel bottom keeps chips fresh and warm.

Colorful Nacho sign builds impulse sales and the clear lexan drop panel provides excellent visibility of chips when unit is placed on a back counter.

A complete line of accessories including pumps, ladles, stainless steel bowls, covers, and sneeze guards are available.











#### **Features**

- Super-high ouput;
   CTS1000/CTS1000CND
   450 slices per hour
   CTS1000B
  - 1000+ slices per hour
- Ultra-fast, 5-minute heat-up time
- Large 2" opening accommodates thick breads and bagels
- Speed control and energy-saving standby functions
- Heavy-duty, brushed stainless steel construction
- Power On and Toaster Ready indicator lights
- Cool-touch side panels
- Lightweight and portable with thermo-insulated carrying handles
- Limited One Year Warranty





# Commercial Conveyor Toasting Systems CTS1000/CTS1000CND/CTS1000B







701 S Ridge Avenue, Troy, OH 45374 1-888-4HOBART • www.hobartcorp.com



#### LXe HOT AND COLD

#### STANDARD FEATURES

- 32 racks per hour LXeH
- 34 racks per hour LXeC
- .74 gallons of water per rack
- Hot water or chemical sanitation units available
- Low chemical alert indicators
- Sense-A-Temp<sup>™</sup> booster heater capable of 70° rise, provided on LXeH models
- Delime notification with cycle
- Chemical pump "auto-prime"
- Service diagnostics
- Deep drawn stainless steel tank
- Microcomputer, top mounted controls with digital cycle/temperature display
- Revolving upper and lower anti-clogging wash arms
- Revolving upper and lower rinse arms
- Removable stainless steel scrap screen
- Corrosion resistant pump
- Automatic pumped drain
- 17" door opening
- Automatic fill
- Detergent and rinse aid pumps standard (plus sanitizer pump on chemical machine)
- Electric tank heat
- Two dishracks one peg and one combination type

#### STANDARD VOLTAGES

- ☐ 120/208-240(3W)/60/1 (LXeH model only)
- ☐ 120/60/1 (LXeC model only)

#### **OPTIONS AT EXTRA COST**

- □ 208-240(2W)/60/1 (LXeH model only)
- □ 208-240/60/3 (LXeH model only)

#### **MODELS**



#### **ACCESSORIES**

- Power cord kits
- ☐ Stainless steel base with 6" legs
- ☐ 17" stainless steel stand with storage
- □ External caster kit
- □ DWT-LXe drain water tempering kit

Specifications, Details and Dimensions on Back.











#### APPENDIX E -HOURS OF OPERATION

Please note, the fieldhouse, fitness centre and running track will be open an average of 14 hours per day, 7 days per week in the fall and winter months. The months of May through mid -August hours reduce to an average of 10 hours on weekdays and 8 hours on weekends.

The proponent is to indicate their proposed minimum hours of operation per season in the chart below, the successful Proponent may exceed this minimum at their discretion. Please note the facility may implement adjusted hours on Statutory holidays, with a minimum of 3 days of complete closure for Christmas Day, Boxing Day, and New Year's Day. Therefore, the concession operational hours would also adjust based on the actual operating hours on those statutory holidays.

Complete the chart below with the proponents' proposed hours of operation for the winter season.

#### WINTER SEASON

From (date): September 1\* (annually)

To (date): March 31 (annually)

DAY OF THE WEEK	OPENING TIME	CLOSING TIME
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

<sup>\*</sup>Likely to include the last 2 weeks of August should pre-season ice be implemented, which is decided on an annual basis.

SUMMER SEASON – The Town does not require the concession to be regularly open through the summer months. At minimum, the expectation is that the concession opens on an as-need basis, which would be for significant scheduled events. The dates would be provided to the operator by the Town with advanced notice and regular updates. (Proponent may exceed minimums at their discretion).

From (date): April 1 - annually

To (date): August 15th - annually

# APPENDIX F – PROPOSED MENU AND PRICE LIST

Use extra pages as may be required:

HOT FOOD	DDIOE
HOT FOOD	PRICE
COLD FOOD	PRICE

# APPENDIX G – HOUSEKEEPING AND PREVENTATIVE MAINTENTANCE PROGRAM SAMPLE CHECKLIST

Please initial appropriate box AFTER you complete each task.

DAIL	.Y	Initials
1.	Clean and disinfect all dishwashing and hand sinks.	
2.	Wipe down all counters, walls, back splashes.	
3.	Empty all garbage receptacles.	
4.	Sweep floors, mop and disinfect floors.	
5.	Wipe down fryers, empty and filter out food remnants.	
6.	Clean flat grill, empty grease holder.	
7.	Check soap and paper towels at sinks.	
8.	Recycle cardboard and containers.	
9.	Ensure thermometers are working properly in fridge and for food	
	preparations.	

WEE	EKLY	Initials
1.	Check "feeder" system for grease trap for product and correct	
	dosage.	
2.	Clean filters in hood system.	
3.	Wipe doors and frames within the concession booth of grease.	
4.	Scrub, clean and wash walls and baseboards.	
5.	Wash and disinfect towels and dish cloths.	
6.	Empty and boil out deep fryers.	

MON	ITHLY	Initials
1.	Clean hood system.	
2.	Perform inventory of tools and supplies required for daily operation.	
3.	Clean out grease trap.	

## APPENDIX H -OPERATING AND LEASE AGREEMENT

\*AS SAMPLE ONLY.

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	OPERATING AND MAINTENANCE AND LEASE AGREEMENT made in triplicate as at theday of, 2014.
Betwee	an:
betwee	THE TOWN OF PEACE RIVER A Municipal Corporation In the Province of Alberta (hereinafter called "the Landlord")
	OF THE FIRST PART
	- AND -
	In the Province of Alberta (hereinafter called the "Tenant")
	OF THE SECOND PART
WHERE	EAS:
The To	wn owns land described as 9810-73 Ave and buildings known as the Baytex Energy Centre and nent;
to prov	wn wishes to lease its land, a portion of the building and concession equipment to the Tenant and ride terms upon which the Tenant will operate and maintain the Town's equipment and upon the Tenant will lease from the Town;
The Te	nant wishes to enter an agreement to operate the Town's equipment to operate a Concession.
The To	wn and the Tenant wish to enter an Agreement on the terms and conditions contained in this nent.
The Pa	rties agree as follows:
	PART I DEFINITIONS
<b>1</b> 1.1	<b>DEFINITIONS</b> "Additional Rent" means any amount payable by the Tenant pursuant to this Agreement other than Rent Payments;
1.2	"Chattels" includes, but is not limited to:
	<ul><li>a. Deep Fryer – 2 each</li><li>b. Broiler</li></ul>

#### Town of Peace River

#### Concession - Operating and Maintenance and Agreement

- c. Two burner range with griddle
- d. Double door Cooler 2 each
- e. Double door freezer 2 each
- f. Push button hot beverage dispenser 2 each
- g. Hot Water Dispenser
- h. Hot Dog Grill with Bun Warmer
- i. Microwave
- j. Popcorn Machine
- k. Nacho Machine
- I. Conveyer Toaster
- m. Undercounter Dishwasher
- n. Metal storage island
- o. Metal food prep station 2 each
- p. Single door glass front cooler
- q. Plumbed in drip coffee machine
- 1.3 "Chief Administrative Officer" means the person holding that position, the acting Chief Administrative Officer or his designate;
- "Force majeure" means an event of fire, unusual delay by common carriers, unavoidable catastrophes, explosion, flood, act of God or public enemy, war, government regulation, any law, act or order of any court, government body or regulator or circumstances of any kind beyond the control of the Parties;
- 1.5 "Improvement" means any improvement or alterations made to or constructed on the Premises and includes any additions or replacements thereof;
- 1.6 "Landlord" means the Town of Peace River and shall include the officers and agents of the Town of Peace River;
- 1.7 "Party" means the Landlord or the Tenant;
- 1.8 "Premises" means all that portion of building described as follows:
  - The main Concession, making up 377 Square Feet and;
  - A small portion of a storage area approximately 7ft (wide) x 15ft (long) for locked cabinets for dry storage.

And includes the "Fixed Improvements" on the Premises including but not limited to:

- a. Counters
- b. Shelves
- c. Hood Vent & Ducting
- d. Fire Suppression System

Initials:				
_	Page 42 of 66			

- 1.9 "Real Property Taxes" means the total of all taxes, rates and assessments including other payments in lieu thereof, and all rates and assessments, now or at any time charged, levied or assessed against the Premises, or required to be paid on behalf of the Premises, or be charged, levied or assessed against the Premises by the relevant taxation authority, which may include the Town of Peace River, in its capacity as a municipal government body and not in its capacity as Landlord, on account of its interest in the Premises, and any Improvements, machinery, accessories equipment or other fixed facilities located in, on or under the Lands and made by or placed thereon or on behalf of the Tenant;
- 1.10 "Tenant" means the
- "Term" means the term set out in article 4.1 of this Agreement; 1.11
- "Work" means the performance of any repairs, upgrades, construction or other matters on the 1.12 Premises.

#### PART II LEASE, TERM, RENT AND TAXES

#### 2 **GRANT OF LEASE**

- 2.1 In consideration of conditions and agreements to be to be paid, observed, performed and complied with by the Tenant, the Landlord does lease to the Tenant the Premises and the Chattels for the Term, upon the terms and conditions contained in this Agreement.
- 2.2 The Tenant acknowledges that ownership of the Premises and the Chattels remains with the Town of Peace River.

#### 3 "AS IS" CONDITION

- 3.1 The Tenant accepts the Premises and the Chattels in an "as is" condition.
- 3.2 Any improvements made to the Premises by the Tenant at any time during the currency of this Agreement to make the Premises suitable for the operations of the Tenant shall be at the risk, cost and expense of the Tenant and to the satisfaction of the Landlord.

#### 4 **TERM AND RENEWAL**

- 4.1 The term of this Agreement is for a period of two years commencing until
- 4.2 The Parties may agree to renew this Agreement at the conclusion of the Term on terms and conditions as negotiated by the Parties.

#### 5 **OVERHOLDING**

- 5.1 If at the expiration of the term of this Agreement, the Tenant holds over for any reason, the Tenant shall be deemed to be occupying the Premises as a Tenant on a year to year Agreement.
- 5.2 In the absence of a written agreement to the contrary, the Tenant shall be subject to all the

Initials:

terms and conditions of this Agreement, except as to duration.

#### 6 RENT

- 6.1 The Tenant shall pay rent to the Landlord per annum at a rate of \$\$\$\$\$\$.
- 6.2 Monthly payment of \$\$\$\$ from September to March and \$\$\$\$\$ for April to August are to be forwarded to the Town Office by the 1<sup>st</sup> of each month.

#### 7 PAYMENT OF TAXES AND UTILITIES

- 7.1 The Tenant shall pay or cause to be paid during the Term, at its own cost and for its own account on or before the particular due date:
  - a. each and every installment of Real Property Taxes that may be levied from time to time directly to the taxing authorities, if any on
    - the business of the Tenant,
    - ii. the Premises,
    - iii. the equipment and the operations of the Tenant; and
  - b. all Internet, telephone, utility charges and rates, business taxes, license fees and similar taxes, rates, charges and assessments including payments in lieu thereof which may be charged, levied or assessed or required to be made by any public authority on or against the Tenant, or the Premises.
  - c. For greater clarity, the Tenant shall pay the charges for electricity for the concession only.
- 7.2 The Tenant shall pay any business tax, value added tax, multi-stage sales tax, sales tax, goods and services tax or any other tax lawfully imposed on any rent receivable by the Landlord by any governmental or other taxing authority having jurisdiction, whether known as business transfer tax, value added tax, goods and services tax, or by any other name.
- 7.3 The Landlord shall forward to Tenant upon receipt all communications which affect the Tenant's interest in the Premises including any bills and notices with respect to Real Property Taxes, utility charges and rates, business taxes, license fees and similar taxes, charges and assessments as set out in article 7 which have been levied or assessed against the Premises.
- 7.4 If the Tenant receives any invoice for Real Property Taxes or other charges in respect of the Premises, the Tenant agrees that within fifteen (15) days after written request of the Landlord it shall promptly deliver to the Landlord for inspection, receipts for payment of all Real Property Taxes and other charges in respect of the Premises, the Improvements which were due and payable up to one month prior to the request.

PART III TENANT USE, OPERATING AND MAINTENANCE OBLIGATIONS

Initials:	
_	Page 44 of 66

#### 8 **USE AND OCCUPATION OF PREMISES**

- 8.1 The Tenant shall use the Premises for the purposes of a concession as agreed by the Town in its sole and unfettered discretion.
- 8.2 The Tenant shall not conduct any other business on the Premises without the prior written consent of the Landlord, which consent may be withheld by the Landlord in its sole and absolute discretion.
- 8.3 The Tenant, at its sole cost and expense, agrees to use the Premises in compliance with any approval, regulations or acts that may apply and in compliance with the terms and conditions of the insurance policies required to be obtained by the Tenant under this Agreement.
- 8.4 Without limiting the generality of article 8.3, the Tenant shall comply with all provincial laws and regulations, including the requirements of Alberta Health Services.
- 8.5 The Tenant shall comply with the obligations set out in Schedule "D" Tenant Obligations.
- The Tenant, at its sole cost and expense, shall comply with the statutes, by-laws, regulations, ordinances and other governmental requirements or requirements of fire insurance underwriters and of all requirements of the insurance policies required to be maintained by the Tenant relating to the Premises and relating to its ability to enter into and comply with the terms of this Agreement.
- 8.7 The Tenant shall not be at liberty to file a caveat against title to the Premises giving notice of this Agreement.

#### 9 MORTGAGE OR ENCUMBRANCE

9.1 No mortgage or encumbrance (by way of assignment, sublease or otherwise) of this Agreement or the Tenant's interest hereunder or in the Premises shall be made by the Tenant.

#### 10 OWNERSHIP OF FIXTURES AND CHATTELS

- 10.1 The Landlord and the Tenant agree that all Fixed Improvements and Chattels are the absolute property of the Landlord.
- 10.2 The Tenant shall not assign, encumber or otherwise deal with the Fixed Improvements or chattels separately from any permitted dealing with the leasehold interest under this Agreement.

#### 11 COMPLIANCE WITH LAWS

11.1 The Tenant shall comply with all laws, bylaws, regulations, directions, orders of every governmental authority having jurisdiction over the Premises which pertain to the use and occupation of the Premises and the construction of any improvements which the Tenant is permitted to construct.

5

#### 12 CONDITION OF PREMISES AND CHATTELS

Initials:				
_	Page 45 of 66			

- 12.1 The Tenant agrees that the Landlord has not made any warranties or representations whatsoever with respect to the Premises or Chattels.
- 12.2 Except for the obligations of the Landlord expressly stated in this Agreement, the Tenant agrees that the Landlord shall not have any obligations in connection with the Premises or Chattels.
- 12.3 The Tenant acknowledges that it is leasing the Premises on an "as is" basis and condition.
- 12.4 With respect to any repairs or maintenance to be conducted on the Premises or Chattels or any construction of Improvements to the Premises, the Tenant shall:
  - (a) without limiting the generality of anything contained in this Agreement, shall obtain the written consent of the Landlord prior to the performance of the Work, which such consent may be unreasonably withheld;
  - (b) comply with all applicable laws, by-laws, building codes, permits, and approvals as well as the requirements of the Landlord's and Tenant's insurance;
  - (c) retain qualified contractors to complete the Work when directed by the landlord;
  - (d) complete the Work in a good and workmanlike manner and in conformity with the Tenant's plans and designs as approved by the Landlord, acting reasonably;
  - (e) comply with and cause its contractors and sub-contractors, tradesmen, and suppliers to comply with all the provisions of this Article, where applicable; and
  - (f) retain one set of the Tenant's plans at all times on the Premises during the period when any construction of Improvements is to be performed.
- 12.5 The Tenant shall, upon completion of any construction of Improvements and when reasonably requested by the Landlord:
  - (a) provide the Landlord with a declaration ("Declaration") that:
    - (i) the construction has been performed in accordance with all of the provisions of this article;
    - (ii) stating that there are no construction, builders, mechanics, Worker's Compensation, or other liens or encumbrances affecting the Premises and that all accounts for work, services, and materials have been paid in full with respect to the construction and completion of the respective matter that was being constructed;
    - (iii) confirming the date on which the last such work was performed or provided materials were supplied;
  - (b) provide to the Landlord a clearance certificate issued under the Workers Compensation

Initials: \_\_\_\_\_Page 46 of 66

Act of the Province in respect of each contractor and sub-contractor listed on the Declaration;

- (c) obtain and provide to the Landlord a copy of every permit and occupancy license which may be required by any governmental or other regulatory authority having jurisdiction, to permit the Tenant to operate and to construct and operate the Improvements;
- (d) provide to the Landlord a certificate of substantial performance in the form prescribed by the Builders' Lien Act, in respect of each contract entered into by or on behalf of the Tenant in connection with the Tenant's work; and
- (e) provide to the Landlord one reproducible set of record drawings with respect to the construction of the Improvements as completed.

#### 13 REPAIR AND MAINTENANCE

- 13.1 The Tenant shall at its own cost and expense:
  - a. operate, maintain and keep the Premises and, the Chattels, in good order and condition and promptly make all repairs and replacements to the Premises and Chattels when needed;
  - b. keep the Premises free of debris and neat and tidy at all times, to the satisfaction of the Chief Administrative Officer, and not permit waste paper, garbage, and ashes of waste or objectionable material to accumulate; and
- 13.2 Without limiting article 13.1.a, if maintenance or repair work is required for the Fixed Improvements, the Tenant shall comply with article 12.4 in so far as it is applicable to Fixed Improvements.
- 13.3 If the Tenant fails to repair any damage, the Tenant shall pay the Landlord all costs and expenses incurred by the Landlord in repairing the damage within five (5) business days of the Landlord providing the Tenant with an account for the cost of the repair.

#### 14 **INSURANCE**

- 14.1 Throughout the Term of this Agreement, the Tenant shall maintain in full force and effect at its sole cost:
  - a. Commercial General Liability Insurance to a limit of not less than \$5,000,000.00 per occurrence; and
  - b. Tenant Liability Insurance coverage covering bodily injury and property damage liability to a limit of no less than \$5,000,000.00) per occurrence;
  - c. Tenant property insurance covering property damage of the Tenant's property;

Initials: _	
	Page 47 of 66

- d. Commercial Host liability coverage to a limit of no less than \$5,000,000.00 per occurrence.
- 14.2 The Tenant shall ensure that all insurance coverage maintained by the Tenant in accordance with this Agreement shall:
  - a. name the Town and any other party designated by the Town as an additional insured,
  - b. contain a severability of interests or cross liability clause, and
  - c. provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days written notice of such cancellation to the Town.
- 14.3 The Tenant shall, upon the request of the Landlord, furnish evidence of insurance coverage.
- 14.4 The cost of all of the insurance required to be held by the Tenant, as set forth herein shall be borne by the Tenant.
- 14.5 The Tenant shall advise the Landlord of any cancellation, material alteration or lapse of any policies of insurance. If the Tenant fails to keep the insurance in force, or should the insurance be in an amount less than the amount or on terms or with companies other than as approved by the Landlord acting reasonably, the Landlord shall have the right, without assuming any obligation, to effect such insurance at the cost of the Tenant. All costs incurred by the Landlord shall be immediately payable by the Tenant to the Landlord as Additional Rent without prejudice to any other rights and recourses of the Landlord. No such insurance taken out by the Landlord shall relieve the Tenant of its obligations to insure and the Landlord shall not be liable for any loss or damage suffered by the Tenant by the Landlord taking out such insurance on the Tenant's behalf.
- 14.6 The Town shall pay for insurance for the Premises, the Fixed Improvements, and the Chattels.

#### 15 HEALTH AND SAFETY

- a. The Tenant shall conform to the regulations contained in the Occupational Health and Safety Act, Statues of Alberta, 2017 and any amendments. The Tenant is the Prime Contractor and required to maintain a safety program for all staff.
- b. The Tenant shall submit to the Town an annual satisfactory Certificate of Clearance from the Alberta Workers Compensation Board.

#### 16 CONCESSION SERVICE OBLIGATIONS

a.

#### 17 UTILITIES

17.1 Subject to article 7.1(c), the Tenant shall at its own cost and expense provide, maintain and operate, if required, water, sewer, electrical, phone, internet, janitorial services and other services to the Premises, all to the satisfaction of the Landlord.

8

#### 18 SIGNS

- 18.1 The Tenant shall not install, display or affix any sign, lettering or advertising medium to the Premises or elsewhere on the Premises without in each instance securing the prior written approval of the Landlord, such approval not to be unreasonably withheld.
- 18.2 If the Tenant installs, displays or affixes any sign, lettering or advertising matter upon the Premises without the prior written approval of the Landlord, and if the sign, lettering or advertising matter is objectionable to the Landlord, the Tenant shall remove it immediately upon the Landlord's request.

#### 19 ANTENNAE

- 19.1 The Tenant shall not install radio or television antennas, towers or any mechanical, electrical or other means of sound production or similar devices without the prior written approval of the Landlord, such approval not to be unreasonably withheld.
- 19.2 The Tenant shall indemnify and save harmless the Landlord against all claims, demands, loss or damage to any person or property arising out of the erection, maintenance or removal of any sign, aerial or other installation.

#### 20 DAMAGE OR DESTRUCTION

- 20.1 The complete or partial destruction or damage of the Premises by an event of force majeure shall not terminate this Agreement or entitle the Tenant to surrender possession of the Premises or to demand any abatement or reduction of payments to be made to the Landlord or other charges payable, any law or statute now or in the future.
- 20.2 The Tenant agrees with the Landlord that in case of damage to or destruction of the Premises by an event of force majeure, then the Tenant shall promptly give notice thereof to the Landlord in accordance with this Agreement.
- 20.3 The Landlord at its sole cost and expense, and with reasonable diligence, either repair, restore and rebuild the same as nearly as possible to the condition immediately prior to the damage or destruction, with such changes or alterations as may be approved by the Landlord (and in compliance with all permits, governmental orders and laws) prior to commencement of the work.

#### 21 RETURN OF PREMISES, FIXED ASSETS AND CHATTELS

- 21.1 Upon the termination or surrender of this Agreement, the Tenant shall leave the Premise, Fixed Assets and Chattels in a safe condition, in a similar state of repair as at the date of entry of the Agreement and shall leave the Premises, Fixed Assets and Chattels neat, clean, free and clear of all structures, debris, rubbish and the Tenant shall make good all damages caused to the Premises, Fixed Assets or Chattels.
- 21.2 If the Premises, Fixed Assets and Chattels are not left neat, clean, free and clear of all waste material, debris and rubbish, then the Landlord may have the Premises, Fixed Assets and Chattels restored to a satisfactory condition and the Tenant agrees to bear the full expense of all work commissioned by the Landlord.

Initials:		
_	Page 49 of 66	

#### PART IV LANDLORD OBLIGATIONS

#### 22 INSPECTION OF PREMISES

22.1 At the start and termination of the Agreement, the Landlord shall conduct an inspection of the Premises, Fixed Assets and Chattels with the Tenant.

#### 23 INSPECTIONS AND NOTICE TO REPAIR

- 23.1 The Tenant shall permit the Landlord to enter the Premises and view the state of the Premises relative to the Tenant's obligations and the Landlord may give the Tenant written notice to repair requiring the Tenant to comply which the Tenant must comply within five (5) days.
- 23.2 In cases of emergency, the Landlord shall have full and free access to the Premises at all times.
- 23.3 If the Tenant shall at any time fail to make any repairs or replacements as required by the written notice of the Landlord, the Landlord may make or cause them to be made and the cost thereof together with interest thereon computed at the rate of 18% per annum from the date of payment by the Landlord shall be charged to and paid by the Tenant as Additional Rent due 30 days from the date of invoice by the Landlord.
- 23.4 The Town will ensure the Fixed Improvements and Chattels outlined in section 1.8, shall be serviced regularly by a qualified service technician. Maintenance shall include the annual cleaning of ducts; range hood inspections conducted every 6 months and fire suppression and extinguisher maintenance as required, at the expense of the Town.

#### 24 ASSIGNMENT OR SUBLEASE

24.1 The Tenant shall not assign this Agreement or sublet the Premises or charge or otherwise encumber its interest in the Agreement (or any portion thereof) without the prior written consent of the Landlord first being obtained, such consent to be at the sole discretion of the Landlord.

#### 25 PEACEFUL ENJOYMENT

25.1 Upon the Tenant paying the rent and performing the Tenant's covenants, it shall peaceably hold the Premises during the term or any renewal term without any interference by the Landlord or any person acting for it.

#### **PART V LIABILITY AND INDEMNITY**

#### 26 LANDLORD'S LIABILITY

The Landlord shall not be liable or responsible in any way for personal or consequential injury of any nature whatsoever that may be suffered or sustained by the Tenant, or any employee, agent or invitee of the Tenant, or any other persons who may be upon the Premises, or for any loss, damage or injury to the Premises or the Chattels however caused, except for the negligence of the Landlord or its employees or agents.

Initials: _	
	Page 50 of 66

- The Tenant agrees to indemnify and save harmless the Landlord, its councillors, officers, employees and agents and their successors and assigns from and against any and all claims, costs, legal costs (on a solicitor and his own client full indemnity basis), losses, damages, actions, orders and judgments arising from:
  - a. the operation of the Tenant's operation on the Premises during the Term; or
  - b. any defect or want of repair thereon, or any want of maintenance thereof; or
  - c. anything done or omitted to be done on, in or under or in the vicinity of the Premises which under the provisions of this Agreement, the Tenant is obliged to do or refrain from doing; or
  - d. any breach or default on the part of the Tenant under this Agreement; or
  - e. from any negligence of the Tenant, its agents, contractors, employees, invitees or licensees, or from any accident, injury on or damage or any other cause whatsoever on the Premises,

and such indemnity shall extend beyond and continue in full force and effect after the expiry or earlier termination of the Term.

26.3 Further, and not so as to in any way restrict the generality of the foregoing, this indemnity obligation shall continue and apply after the expiry or early termination of the Term of this Agreement.

#### PART V DEFAULT AND TERMINATION

#### 27 DEFAULT

- 27.1 If:
  - a. the Tenant fails to pay when due and fails to pay within fifteen (15) days of written notice from the Landlord of such failure to pay the Rent or Additional Rent;
  - b. the Tenant fails or ceases to have insurance as required by this Agreement;
  - c. the Tenant if inferior quality of services are provided, or in the event of non-fulfillment of service as per Schedule "D".
  - d. the Tenant shall be in default of any of its covenants and the default continues for a period of 15 days or a longer period as may be reasonably necessary to cure the default considering its nature after notice by the Landlord to the Tenant specifying the nature of the default and requiring it to be remedied;
  - steps are taken or proceedings are instituted for the termination of the Tenant's existence,
  - f. any execution, attachment, or other process or action shall be issued or commenced against the Tenant or any encumbrance or creditor shall take any action or proceeding whereby any of the Improvements on the Premises or any portion thereof or any

Initials:	
_	Page 51 of 66

interest of the Tenant in the Premises shall be taken or seized, or

g. the Tenant shall make an assignment for the benefit of creditors, or shall make an assignment or have a receiving order made against him under the Bankruptcy Act, or becoming bankrupt or insolvent shall make application for relief under the provisions of any statute concerning bankrupt or insolvent debtors, or any action whatsoever, legislative or otherwise, shall be taken with a view to winding-up, dissolution or liquidation of the Tenant;

then at the option of the Landlord, the term of the Agreement shall become forfeited and void. The Landlord may, without notice of any form of legal process, forthwith reenter upon the Premises or any part of the Premises and repossess and enjoy it, anything contained in any statute or law to the contrary notwithstanding. Such forfeiture shall be wholly without prejudice to the right of the Landlord to recover arrears of rent or damages for any breach of covenant on the part of the Tenant. Notwithstanding any such forfeiture, the Landlord may subsequently recover from the Tenant damages for loss of rent suffered by reason of the Agreement having been prematurely determined.

#### 28 TERMINATION

- 28.1 The Landlord shall have the right to terminate this Agreement or any renewal thereof at any time and to enter into possession.
- 28.2 The Town reserves the right to terminate the Contract upon giving thirty (30) days written notice for just cause without cost or penalty to the Town and without liquidation damages. Examples of just cause include, but are not limited to:
  - Curtailment or reduction of funding
  - ii. Unanticipated cancellation of a program
  - iii. Closing of a location

28.3

28.4 Either party will have the right to terminate with one hundred and thirty (30) days' notice.

#### 29 WAIVER

29.1 No waiver by the Landlord of any breach by the Tenant of any of its obligations shall be a waiver of any subsequent breach or of any other obligation, nor shall any forbearance by the Landlord to seek a remedy for any breach by the Tenant be a waiver by the Landlord of its rights and remedies with respect to such or any subsequent breach.

#### PART VII GENERAL PROVISIONS

#### 30 NOTICES

- 30.1 All notices, demands and requests that may be or are required to be given by either party to the other shall be in writing.
  - a. All notices, demands and requests by the Landlord to the Tenant shall be served personally or sent by registered mail addressed to the Tenant at:

Initials:	
	Page 52 of 66

, Alberta:		
Phone	(780)	
Fax	(780)	

or at such place as the Tenant may from time to time designate by written notice to the Landlord.

b. All notices, demands and requests by the Tenant to the Landlord shall be served personally or sent by registered mail addressed to the Landlord at:

Town of Peace River 9911-100 Street Box 6600 Peace River, Alberta T8S 1S4

Attention: Chief Administrative Officer

Ph: (780) 624-2574 Fax: (780) 624-4664

or at such other place as the Landlord may from time to time designate by written notice to the Tenant.

30.2 Notices, demands and requests which are served in accordance with Article 29.1 shall be deemed sufficiently served or given for all purposes hereof, in the case of those given by registered mail, on the third business day following the date of mailing.

#### 31 FORCE MAJEURE

31.1 If the parties shall fail to meet their respective obligations hereunder within the respective times prescribed therefore and such failure shall be directly caused or materially contributed to by Force majeure, such failure shall be deemed not to be a breach of the obligations of such party, provided however, in such event, such party shall use its best efforts to put itself in a position to carry out its obligations hereunder as soon as possible.

#### 32 GENERAL TERMS

- When necessary for the context, words importing gender include both genders, and words importing persons include natural persons, firms, partnerships, corporations and other entities.
- This Agreement is binding on the parties and shall inure to the benefit of and be binding upon the approved assigns and successors of each of the parties. All covenants contained shall be deemed joint and several and all rights and powers reserved to the Landlord may be exercised by either the Landlord or its agents or representatives.
- 32.3 The law of the Province of Alberta shall govern this Agreement and the interpretation of this Agreement and the parties attorn solely to the jurisdiction of the courts in the Province of Alberta.

Initials:		

- 32.4 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.
- 32.5 If any part of this Agreement is void, prohibited or unenforceable, this Agreement shall be construed as if such part had never been part of this Agreement.
- 32.6 Time shall be of the essence.
- 32.7 Unless otherwise specifically provided in this Agreement, no amendment, modification, or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the parties in the same manner as the execution of this Agreement.
- This Agreement contains the entire agreement between the Landlord and the Tenant concerning the Premises and the subject matter of this Agreement, and the Tenant acknowledges that it has not relied upon any representations, warranties, covenants, agreements, conditions or understandings except such as are set out in this Agreement. The Tenant acknowledges and agrees that it shall have no rights or remedies, at law or in equity, in contract, tort or otherwise, in respect of any representation, warranty, covenant, agreement, condition or understanding not expressly set out in this Agreement.
- 32.9 Schedules "A", "B", "C", and "D" form part of this Agreement.
- 32.10 This Agreement cannot be changed or modified except by another agreement in writing signed by the Parties.
- 32.11 Any provisions of this Agreement which, expressly or by their nature, extend beyond the termination of this Agreement, shall survive any termination of this Agreement.
- 32.12 To be effective, any waiver of a covenant under this Agreement shall be in writing signed by the Party waiving the rights under that covenant. A failure by a Party to insist on the strict performance of any covenant in this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of that covenant in a subsequent instance.
- 32.13 The headings, captions and paragraph numbers appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

Town of Peace River
Concession - Operating and Maintenance and Agreement

32.14 If any provision of this Agreement is determined to be invalid, illegal or unenforceable as written, such provision shall be enforced to the maximum extent permitted by the law, failing which such provision will be deemed to be severable from this Agreement and shall not affect the remainder of this Agreement.

IN WITNESS WHEREOF the Town has hereunto affixed its corporate seal attested by the hands of its duly authorized officers in that behalf, and the has hereunto affixed its hand and seal, or has been duly witnessed, as of the day and year first above written.

TOWN OF PEACE RIVER	(Contractor)
Barbara Miller, CAO	Signature
	Witness

Initials: \_\_\_\_\_

AFFIDAVIT	OF CORPORATE SIGN	ING AUTHORITY
CANADA PROVINCE OF ALBERTA TO WIT	) ) )	I , of the Town of Peace River, in the Province of Alberta, MAKE OATH AND SAY THAT:
1. I am the of Peac officer of same.	ce River Ski Club 1963	, and as such am duly authorized signing
2. I executed the within instrume behalf of ?????????????????	ent at the Town of Pea	ce River, in the Province of Alberta, on
Sworn Before me at the Town of Peace River, Alberta this day Of, 2019.		
	(name)	
A Commissioner for Oaths in and for the Province of Alberta My Commission Expires AFFIDAVIT OF EXECUTION		
AFFIDAVIT OF EXECUTION  CANADA  PROVINCE OF ALBERTA  TO WIT		I , of the Town of Peace River, in the Province of Alberta, MAKE OATH AND SAY THAT:
		named in the within instrument, ein, duly sign and execute the same for the
2. The same was execute am the subscribing witness thereto.	d at the Town of Peac	e River, in the Province of Alberta, and that
3. I know the said	and he is in	my belief of the full age of eighteen years.
SWORN BEFORE ME at the Town of Peace River, in the Province of Alberta, this day of, 2019. )  A Commissioner for Oaths	) ) )	
in and for the Province of Alberta		

16

Initials: \_\_\_\_\_Page 56 of 66

Commission expires



Schedule "A"
Map of Premises



18

Initials: \_

Schedule "B"

**Successful Bid Submission** 

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Schedule "C"
Bid Rates

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#### Schedule "D" **Concession Service Obligations:**

#### 1. SERVICE EXPECTATIONS

- 1.1. The Tenant shall supply and deliver an effective concession booth operation and service stipulated for the Town of peace River – Baytex Energy Centre. Concession Booth operation shall be defined as a full selection of menu items, appealing to all users of the Baytex Energy Centre as well as an appropriate schedule outlining "hours of operation".
- 1.2. The Tenant will be required to clean and maintain all equipment in a proper workmanship like manner during the term of this contract, including all grease traps (See Clause 7.11 herein). The Tenant shall agree to provide the service at all times deemed critical and necessary to the operation of the facility by the Town. The Tenant shall keep equipment in a good state of repair and shall maintain an effective preventative maintenance program at no cost to the Town.
- 1.3. The Tenant agrees to obtain at its sole cost and expense all permits, licenses and service contracts required for the operation of the business and to deal with the disposal of all grease as required by law.
- 1.4. All Tenant's leased or owned equipment shall be subject to the approval of the Recreation Facilities Coordinator prior to award. The Recreation Facilities Coordinator reserves the right to disallow the installation of any equipment that is not suitable to the Town.
- 1.5. The Tenant agrees to pay its own charges for telephones and internet.
- 1.6. The Tenant agrees to be responsible for its own security of the premises from theft, vandalism and usual perils, carry its own insurance against fire, theft and equipment break down.
- 1.7. The Tenant agrees that the Concession Booth is to be open during all times that the public is using the Arena, so as to provide snack bar services during all arena programs. Consultation with the Recreation Facilities Coordinator will determine the hours of operation.
- 1.8. The Tenant acknowledges that people who rent other areas within the Baytex Energy Centre for functions will be allowed to make their own arrangements for food services and this agreement does not give the Tenant any special rights to provide such services; however, the Tenant shall be at liberty to contract with such persons to provide them with food services in other rooms.

#### 1.9. Health Inspections

1.9.1. The Tenant agrees that they are responsible for all inspections of the Concession Booth performed by Environmental Health, Alberta Health Services, all of which must be satisfactory. A copy of the inspection report must be supplied to the Recreation Facilities Coordinator to keep on record.

#### 1.10. **Notice of Accidents/Defects**

1.10.1. The Tenant shall give the Town prompt written notice of any accidents or

Initials:		
	Page 61 of 66	

incidents or of defects in the sprinkler system, water pipes, gas pipes, or heating appliances, telephone, electrical or other areas on any part of the premises.

#### 1.11. Equipment Servicing

- 1.11.1. The Town requires that the Tenant shall keep all equipment in a good state of repair and shall maintain them at no cost whatsoever to the Town. The Tenant shall always have the equipment operational during opening hours. Records of maintenance to equipment will be kept and a copy provided to the Recreation Facilities Coordinator
- 1.11.2. The Town requires that the Tenant shall operate the concession at a high level of cleanliness and shall always keep equipment neat in appearance. The Town may require the successful Tenant to take any such reasonable actions from time to time that the Town feels is necessary in order to maintain a high level of cleanliness and neatness.
- 1.11.3. The successful Tenant agrees to maintain adequate stock and inventory, and to service the equipment during such times that will have the least possible interference with programming or operations at the facility. During servicing or restocking, the Tenant agrees to keep all walkways as free from interference as possible.
- 1.11.4. The Town will ensure the Chattels shall be serviced regularly by a qualified service technician. Maintenance shall include the annual cleaning of ducts; range hood inspections conducted every 6 months and fire extinguisher maintenance as required, at the expense of the Town.

#### 1.12. Installation of Equipment

- 1.12.1. The Town will not entertain any costs associated with the Tenant's installation of Tenant owned or leased equipment per this contract.
- 1.12.2. At the expiry of this contract, either through early or regular termination, the Tenant shall not be permitted to remove any alterations and/or improvements to the facilities.
- 1.12.3. The Tenant will be required to leave all such alterations and/or improvements intact. The Tenant shall notify the Town, in advance, of the exact schedule for installation of equipment by date and approximation of time.
- 1.13. The Tenant shall provide to the Town a price listing of all of the food and drink items the Tenant intends to offer for sale as an attachment to the proposal. It is agreed that reasonable changes in prices may be instituted on an annual basis reflecting any changes in the Consumer Price Index with prior approval from the Recreation Facilities Coordinator

#### 1.14. Food Products

1.14.1. The Tenant shall provide adequate refrigeration for the storage, transport and dispensation of any food and drink items.

Initials:	
_	Page 62 of 66

- 1.14.2. The Tenant shall ensure that all food products offered for sale shall comply with all federal, provincial and municipal health requirements and in accordance with the requirements of applicable laws governing the operation of a snack bar service.
- 1.14.3. The Town shall have the right to inspect at any time the quality of items offered for sale, and the manner which they are kept and served and the Town may require the Contractor to make changes as necessary.
- 1.14.4. All foods being offered for sale must be fresh and shall not exceed the expiration date or best before dates as recommended by the supplier.
- 1.14.5. All products being offered for sale are to be sold in an efficient and professional manner satisfactory to the Town. The selling of novelties, tobacco products, matches or alcoholic beverages is strictly prohibited.

#### 1.15. **Quality**

1.15.1. Notwithstanding any other cancellation provision herein, the Town reserves the right to determine "non-performance" or "poor quality" of service and further reserves the right to cancel any or all of the contract for "non-performance" or "poor quality" upon seven (7) days written notification to the successful Tenant.

23

Initials: \_\_\_\_\_ Page 63 of 66