

ICE RINK RENTAL AND SERVICES AGREEMENT

This Agreement, made and entered into this, the [REDACTED] day of [REDACTED], 2023 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **IRE Crown Rinks, LLC.**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. Project Summary:** IRE Crown Rinks to provide for the turnkey installation of a holiday-season, temporary ice-skating rink facility to be staged in Dripping Springs, TX. Open to the public from December 7, 2023, through January 7, 2024. Contractor shall provide all necessary labor, material, and equipment to install, maintain, and uninstall the seasonal ice rink in at Dripping Springs Ranch Park, 1042 Event Center Drive, Dripping Springs Texas 78620.
- 2. Scope of Work:** Scope of Work includes all work in Attachment “A”.
- 3. Attachments:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein:
 - a. Attachment “A” IRE Crown Rinks Master Professional Service Agreement
- 4. Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed two hundred and three thousand, four hundred forty-two dollars and zero cents (\$203,442.00). A thirty percent (30%) deposit will be paid upon execution of this agreement. The remaining seventy percent (70%) will be paid after:
 - a. completion of the installation of the ice rink; and
 - b. the ice rink has been deemed fit for public use, and
 - c. upon submission of a properly completed and signed, original signature invoice.
- 5. Duration:** This Agreement shall be in effect for a period of one year (12 months), and renewed automatically, unless terminated as provided below or if all work associated with the Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.
- 6. Termination:** Either party may terminate this Agreement by a sixty (60) day written notice.
- 7. Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for engineering services.
- 8. Limitations:** During the period the Contractor is covered by this agreement, the Contractor will contact the City in writing if a potential conflict of interest with a third-party client may exist. If the City Council finds that a project for a third-party client of the Contractor has a direct conflict with the City, the City Council shall contact the Contractor in writing. If the

conflict of interest cannot be resolved to either party's satisfaction, either the Contractor or the City Council may terminate this Agreement with seven (7) days' notice to the other party.

- 9. Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
- 10. Mandatory Disclosures: Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176), and the Contractor shall file a Form 1295 Certificate of Interested Parties (Form 1295) approved by the Texas Ethics Commission (Texas Government Code Section 2252.908). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.
- 11. Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. The Contractor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City.
- 12. INDEMNIFICATION:** CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE INCURRED BY CITY TO THE EXTENT THAT RESULT FROM NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, IF ANY, AND CONTRACTOR'S AGENTS.
- 13. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City.
- 14. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
City of Dripping Springs
P.O. Box 384

For the Contractor:

Attention: Evan Cadwell, CEO
IRE Crown Rinks, LLC.
P.O. Box 133006

Dripping Springs, TX 78620

The Woodlands, TX 77393

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received five (5) days after deposit in U.S. mail.

- 15. Media and/ or Logo Use:** Any and all uses of the City's name and logo on websites, marketing materials and advertisements must be approved by the City through a separate written agreement.
- 16. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment "A", this Agreement shall prevail.
- 17. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 18. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 19. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 20. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 21. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.
- 22. Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 23. Site Access and Safety.** City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's contractors, subcontractors, or other parties present at the site.

CITY OF DRIPPING SPRINGS:

IRE CROWN RINKS.

Michelle Fischer, City Administrator

Evan Cadwell, CEO

Date

Date

Attachment "A"

LETTER OF TRANSMITTAL

July 20, 2023

Dripping Springs, Texas

Bid Proposer:

Evan Cadwell, CEO / General Manager
IRE CROWN RINKS, LLC
P.O. Box 133006
The Woodlands, TX 77393
evan@icerinkevents.com
757-373-8204

We are pleased to present our Cover Letter – Letter of Transmittal, expressing our sincere interest in partnering with the City of Dripping Springs to bring an outdoor, Holiday ice rink to your venue. Ice Rink Events is proud to offer the following RFP Proposal Response.

Thank you for considering our proposal.

Should you have any questions, please reach out to me.

Sincerely,



Evan Cadwell
CEO / General Manager
IRE Crown Rinks, LLC

Job Requirements:

To provide for the turnkey installation of a holiday-season, temporary ice-skating rink facility to be staged in Dripping Springs, TX. Open to the public from December 7, 2023 thru January 7, 2024. Contractor shall provide all necessary labor, material, and equipment to install, maintain, and uninstall the seasonal ice rink in at Dripping Springs Ranch Park, 1042 Event Center Drive, Dripping Springs Texas 78620.

2.0 GENERAL CONTRACT REQUIREMENTS

IRE Crown Rinks / Ice Rink Events agrees and meets all necessary requirements

3.0 SCOPE OF WORK

PART A. EQUIPMENT & WORK TO BE PROVIDED BY THE SUPPLIER:

1. Professional Project Manager Assigned to the Event
2. Pre-Event and On-Going Professional Support Services
3. 60'x120' Rink Piping Grid System (7,200-SF)
4. Air-Cooled Refrigeration System/Pumps/Hoses/Expansion Tank
5. Insulation and Vapor Barriers, As Required
6. Modular Railing System—White Poly Facing For Logo/Graphic Placement;
7. Ice Rink Maintenance Equipment; Mechanical Resurfacing Machine
8. Rental Ice Skates, Sharpened, Ready-To-Skate
9. Rubber Floor Covering for Skate Change Area (1000-square feet)
10. All Professional Supervision and General Labor for Set-Up and Strike
11. All Tools, Equipment, and Supplies for Set-Up/Strike
12. Covering Over Rink Header
13. Turf Carpet to Trim-Out/Finish Rink Perimeter/Edge
14. Refrigeration Technician On-Call 24-Hours During Entire Term
17. All Transportation and Freight Part

B. ICE TECHNICIAN SERVICES

1. Ice Technician Personnel (1-Ice Technician, may be a rotating schedule of different technicians), Onsite every operating day. On-call 24-7. To assist in ice maintenance for the ice rink.
2. Please provide a list of Personnel and their qualifications or the required qualifications for any Personnel including technicians and operators.

C. COMPLETION OF WORK:

The Contractor must complete the work by December 6, 2023. Equipment can be brought to the site the day the contractor starts work and can remain on the site as needed during the setup and installation of the ice rink. Equipment needed to be left onsite for the duration of the contract must be listed in the final contract, and only be left on site if pre-approved by the Dripping Springs Ranch Park Event Center Manager in writing.

CONTACT: The contractor shall provide City with contact information so that the City can contact the Vendor during working hours, or in case of emergency.

Rink Installation Window:

November 27 – December 6, 2023 Removal Window: January 8-16, 2024

IRE Crown Rinks / Ice Rink Events agrees and meets all necessary requirements

4.0 INSPECTION AND ACCEPTANCE

City will monitor the Contractor's activities and ensure the work is performed in accordance with the contract specifications. The City shall record, process and submit all pertinent information to the contract file for determination of termination of contract or for non-renewal.

5.0 PAYMENT

Contractor can be paid after completion of the installation of the ice rink and the ice rink has been deemed fit for public use, and upon submission of a properly completed and signed, original signature invoice. Contractor shall submit invoices to:

City of Dripping Springs

Attn: Emily Nelson, Dripping Springs Ranch Park Event Center Manager 511 Mercer St. /P.O. Box 384 Dripping Springs, Texas 78620

A properly prepared invoice shall consist of the Contractor's name, invoice #, address, date, and total cost. Incomplete or inaccurate invoices may result in delayed payment, as they shall be returned to the Contractor for correction and re-submittal.

IRE Crown Rinks / Ice Rink Events requests the followings payment schedule:

Payment Terms: _____

30% deposit due upon execution of the contract

70% due upon completion of the installation, prior to public use.

6.0 COST OF DEVELOPING SEALED BIDS

All costs related to the preparation of the sealed bids and any related activities are the sole responsibility of the Applicants. The City assumes no liability for any costs incurred by the Applicants throughout the entire selection process.

IRE Crown Rinks / Ice Rink Events agrees.

FINANCIAL TERMS:**PART A. EQUIPMENT & WORK TO BE PROVIDED BY THE SUPPLIER:**

Total Cost: \$164,580.00

Part B. ICE TECHNICIAN SERVICES

Total Cost: \$38,862.00

Experience & Qualifications.

- **Company Information**

IRE Crown Rinks, LLC, is one of the corporate members of the national firm Ice Rink Events. The USA's largest designer, manufacturer, installer, and operator of seasonal, temporary, portable, and special-event ice skating and ice sports venues, with a 24-year proven track record, and hundreds of successful installations coast-to-coast over our history. During the 2022-2023 Season, we Installed 81 locations in the States.

Evan Cadwell is General Manager of Ice Rink Events, has been with the company for a decade, and is based in Virginia. Kevin Gift is our Chief Engineer, and has been with us for 23 years, and is based in Medina, Ohio. Bob Hanson is our Risk Manager and a Senior Project Manager. He has been with us for 11 years, and works from Massachusetts. Nick Corso is our Director of Operations And Design, has been with us for 9 years, and is based in Connecticut. Vanessa Granc is our Executive Administrator, has 21 years with us, and is based in Houston. Rosa Abarca-Garcia is our HR Manager, and is also based in Houston.

Key Team Members & Departments



Evan Cadwell
CEO / General Manager
VIRGINIA



Rosa Abarca-Garcia
HR Manager
TEXAS



Nick Corso
Director of Operations
CONNECTICUT



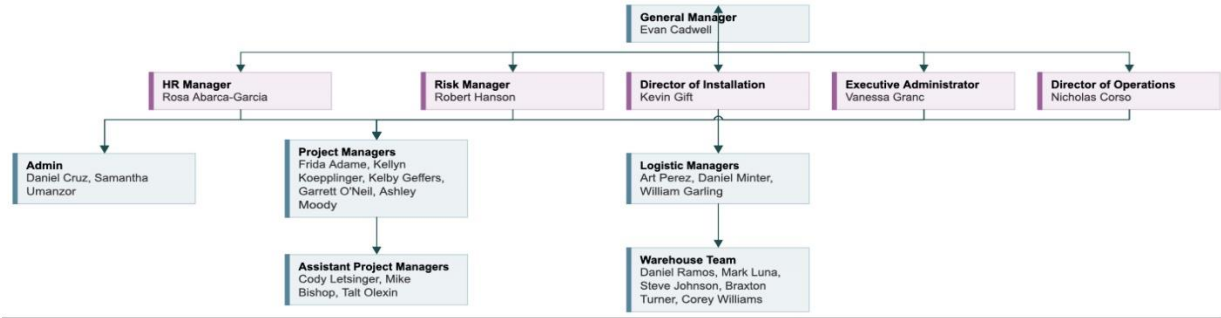
Robert Hanson
Risk Manager
MASSACHUSETTS



Kevin Gift
Chief Engineer
OHIO



Vanessa Granc
Executive Administrator
TEXAS



- **Comparable Clients:**

Ms. Irene Vagianos, Director of Brand Partnerships & Events

Bryant Park Corporation

New York, NY

(917) 371-5393

ivagianos@34bp.org

<Seasonal rink installation/technical operations; 15-years.>

<Very tricky installation, midtown Manhattan.>

Ms. Susanne Theis, Director of Events

Discovery Green Conservancy

Houston, TX

(713) 800-4704; (713) 400-7336

susanne@discoverygreen.com

<Turnkey seasonal ice rink; 16-years. Turnkey seasonal Roller Rink 5 years>

<Very tricky installation, within pond/concrete bottom.>

Bellevue Downtown Ice Rink

Bellevue, WA

Bellevue Downtown Association

Mike Ogliore, Vice President

(425) 453- 3110

mike@bellevuedowntown.com

<Turnkey seasonal rink 22-Seasons>

Ms. Aniela Respress

SVP of Property Operations

Atlanta, GA

(404) 310-8452

Aniela.Respress@naproperties.com

<Turnkey seasonal rink 6+ seasons>

Ms. Starr Cumming

Director-Specialty Leasing & Events

Hines

Atlanta, GA

mobile (404) 388-7878

office (470) 440-3399

starr.cumming@hines.com

<Turnkey seasonal rink 6+ seasons>

Mr. Brian Earley

Vice President
NPR Development – Patriot Place
Two Patriot Place
Foxborough, MA 02035
Office 508 203 2100
BrianE@patriot-place.com
<Turnkey season rink – 12+ seasons>

Fountain Square Management, LLC

Center City Development Corporation
Cincinnati Ohio
Annual Installation of Customer owned rink. <5+ seasons>
Contract Contact: Zachary Napier
znapier@3CDC.org
513-621-4400

Southlands Shopping Center


Aurora, CO
<8+ Seasons>
Joyce Rocha, Director of Marketing
jrocha@wilkow.com
(303) 627-5406

The Following is a partial list of other current projects, if you like to talk with any of them,
please email us for contact details.

Discovery Green, Houston, Texas
Color Burst Park, Columbia, Maryland
Skate the Station, Atlantic Station, Atlanta, GA
Rock Rink at Summerlin, Las Vegas, NV
Fairmont Princess Hotel, Scottsdale AZ
Peter Cooper Village, NY NY
U.S. White Water Center, Charlotte,
Avalon, Alpharetta, GA

CUSTOMER RESPONSIBILITIES:

1. **3-phase, 480-volt, 400-500-amp continuous power supply to the refrigeration;** Owner's electrician to connect Owner's side of service, on a timely basis; electricity consumption. Chiller placement within 150ft of the rink.
2. **A level site required for footprint of ice rink area;** if needed, created by installation of temporary sandbox by landscaping crew or stage decking.
3. Continuous water supply available immediately adjacent to the rink area.
4. Two double hotel rooms (approx. 22-room nights) in close proximity to the jobsite for Supplier's out-of-town professionals during the installation and removal phases, and any other time the Supplier is requested to be on the jobsite.
5. Use of an all-terrain forklift, with long-forks, during the installation and removal phases. Crane if required for chiller placement.
6. General security presence, 24-hours. Adjacent Convention Center complex security 24/7
7. Coordination of all permits and licenses as needed or required for the installation and operation of the equipment and venue; all communication with local authorities.
8. Kiosk or service counter for the ticket sale and skate rental operation.
9. Skate change deck area beside the rink, with any pedestrian access walkways into the rink area; ADA-ramps as may be required.
10. Benches for skate change area.
11. Sound/P.A. system for music entertainment and safety announcements.
12. General management of skate distribution function including supply and scheduling of rink personnel.
13. Ambient lighting for the ice rink's general area that is adequate and appropriate.
14. Sound/P.A. system for music entertainment and public announcements.
15. General housekeeping and groundskeeping of the ice rink venue/skate change area; trash receptacles and liners, with periodic trash disposal.
16. Any and all public equipment, barricades, and other requirements to conform to applicable local codes or to demands by applicable governmental authorities.
17. All signing and graphics, including operational signing and skater responsibility signage.

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>IRE CROWN RINKS, LLC</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">N/A</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="text-align: center;">N/A</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="text-align: center;">N/A</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"></p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p>		<p>7/20/23</p> <p>_____ Date</p>