

# Addendum 1

**City of Canton, Ohio**  
Purchasing Department  
218 Cleveland Ave. SW, 4<sup>th</sup> floor  
Canton, Ohio 44702

Sub-Lease of Space at 215 W. Tuscarawas St. for the Purpose of Operating a Restaurant/Snack Bar, Ice Rink and Entertainment Area

---

**Item/Project**

Purchasing Department

---

**Responsible Department**

Thursday, October 21, 2021 at 2:00 PM local time

---

**Bids Due**

**Bid Proposal Submitted By:**

---

**Company Name**

---

**Street Address**

---

**City**

**State**

**Zip**

---

**Contact Person**

**Phone No.**

**Email Address**

**Sub-Lease of Space at 215 W. Tuscarawas St. for the Purpose of Operating a Restaurant/Snack Bar, Ice Rink and Entertainment Area**

**Question 1**

Under section 1.1 of Section 5, it is stated that the bid is for “Establishing and Operating Restaurant/Snack Bar, Ice Rink, & Outdoor Activity Area”, but then in Section 3.2.3 it states that “Operator is responsible for all equipment for the operation of such a facility”

I understand that isn't true but the I don't see anywhere except in section 3.2.4 (“Operator will be responsible for operating/managing the ice rink skate rentals for the ice rink located adjacent to the Sub-Leased Premises during the winter months that the rink is in operation.”), but it just lists that as part of said responsibilities, not that it's the only responsibility of said operator.

It might just be the wording, but the lease gives the impression that I can be liable for making sure the Ice Rink (and equipment) is operating even if the city and all parties decide to stop assisting in its operations. A section stating that the operator is “only” responsible for rentals of skates during rink operation and may cease Ice Rink operations if the City is no longer a part would be appreciated.

***Answer***

The successful bidder is only responsible for providing the items needed for his/her operation that are not included as a part of the building and premises. Regarding the ice rink, the successful bidder is only responsible for staffing the rink and overseeing skate rentals. The City and/or its partners provide the equipment, skates, and other items necessary for the rink. They also maintain the rink. Should the City determine that it no longer wishes or is able to operate an ice rink, the successful bidder would no longer be responsible for these items.

**Question 2**

No where do we see it stated that the operator will be named as an insured on the Ice Rinks Coverage

***Answer***

The City and/or its partners will obtain insurance for the ice rink and list the operator as an additional insured.

**Question 3**

Section 3.2.8 refers to the utility payment and that it is subject to review and adjustment annually, is it possible to have it listed how the review is made and calculated (certain percentage of yearly electric/gas usage)? It just is worded vague and leaves the utilities to be adjusted with no basis of how.

***Answer***

The ice rink electricity is metered with the rest of the facility. However, the City does not intend for the successful bidder to pay the electric bill for the ice rink. The listed utility fee was determined by calculating the average monthly bills for gas and electric for the months that the ice rink was not in service.

**Sub-Lease of Space at 215 W. Tuscarawas St. for the Purpose of Operating a Restaurant/Snack Bar, Ice Rink and Entertainment Area**

**Question 4**

Section 3.2.9 refers to other Utilities and Services covered by the operator, does this include snow removal? Section 3.2.6.2 states the city is responsible for landscaping and walkways and I just want to be as clear as possible on my costs.

*Answer*

The successful bidder shall be responsible for snow removal.

**Question 5**

Section 3.3.1 asks for a narrative in reference to operations and states that the hours of operation "shall be accessible for city sponsored functions". Does this include the Ice rink hours as stated in Section 3.2.4.2? Are there any provisions that allow closure at operator's discretion?

*Answer*

Yes. This includes the ice rink hours. The City would be responsible for working with the successful bidder regarding any additional events. As stated in 3.2.4.2, the City is willing to work with the successful bidder regarding the ice rink hours, whether through reduction or expansion, if necessary. Should an issue arise regarding closure at the operator's discretion, the City would work with the operator.

**Question 6**

In Bid Form 6 Section 2, under insurance requirements, it is stated "Sub-Lessee hereby waives all rights it may have against Sub-Lessor for any damage to Sub-Lessee's personal property and belongings located at the Sub-Leased Premises that may arise from any cause whatsoever occurring at the Sub-Leased Premises throughout the duration of this Sub-Lease or any legitimate extension thereof." Is this including damage that could be caused due to Lessor Neglect?

*Answer*

The City would be responsible for damage caused to lessee's property caused by lessor's neglect.

**Question 7**

Bid Form 2.....define "sole partnership"....nowhere is "LLC" referenced.....is THAT an issue?

*Answer*

An LLC is acceptable.

**Question 8**

Bid Form 8 ...is this necessary....the PPT went away YEARS ago.

*Answer*

Although personal property tax is not applicable, ORC 5719.042 still requires this sworn affidavit for all contracts let by competitive bid.

**Sub-Lease of Space at 215 W. Tuscarawas St. for the Purpose of Operating a Restaurant/Snack Bar, Ice Rink and Entertainment Area**

**Question 9**

Section 3.1.3 says you have exclusive use of the Premises....but then 3.3.1 says the City may sponsor events. Can we have clarification?

*Answer*

The City would need to schedule and seek approval from the successful bidder and operator for any and all City events.