



**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **American Arena, LLC**, a Minnesota limited liability corporation ("Contractor"), to be effective for all purposes August 9, 2023 ("Effective Date").

WHEREAS, County requires a temporary ice chiller installed at the Ice Rink located at 4475 West Road, Los Alamos, New Mexico 87544 (the "Site") for the winter season, generally between November and March of the next year ("Ice Season"); and

WHEREAS, Section 31-3(b)(4) of Code of Ordinances allows procurement of goods, services, or construction items under existing contracts and that are with a person that has a current contract issued under a cooperative purchasing agreement with another public entity thereof; and

WHEREAS, this procurement is made per Section 31-3(b)(4), using prices for labor, materials and equipment for American Arena, LLC found in the Sourcewell Contract 120320-AMR; and

WHEREAS, County requested a quote from Contractor as provided for in the Sourcewell Contract, and Contractor provided a quote to County that complies with the pricing terms of the Sourcewell Contract; and

WHEREAS, the County Council approved this Agreement at a public meeting held on August 8, 2023; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

1. General: Contractor shall provide all labor, materials and equipment to successfully remove existing chiller from the Site, and to procure, install, connect, start up a temporary chiller at the Site ("Project," "Services," or "Work"). The function of the temporary chiller is to provide skateable ice during the Ice Season. Contractor shall be responsible for obtaining any and all permits, submittal of design and drawings, if applicable for permitting, provision of all safety equipment, and shall provide for the proper disposal of waste materials. Contractor and any subcontractors shall hold the current applicable New Mexico contractor's license in order to perform the Services. To accomplish the above listed job scope, Contractor may utilize New Mexico licensed subcontractors of the following trades: Refrigeration Technician, Mechanical Engineer, Electrician, Rigger, Crane Operator, and Certified Welder. Within five (5) business days following removal of ice by the County, Contractor shall shut down and remove the temporary chiller from the Site.

2. Project Process: Contractor shall:
- a) Provide County Project Manager with a Project Schedule within two (2) weeks of the Effective Date of this Agreement which shall include, at minimum, Contractor's schedule for start of Services and completion of installation of the temporary chiller at the Site, which shall be no later than October 27, 2023.
 - b) Produce drawings necessary to obtain a construction permit within thirty (30) calendar days following the Effective Date of this Agreement. Contractor shall ensure that special attention will be paid to designing the temporary system to accommodate a future new permanent system at the Site.
 - c) Size the temporary chiller to maximize the available space and to ensure the electrical transformer and the electrical power panel which service the building are adequately sized for the temporary chiller in accordance with all manufacturer specifications and requirements.
 - d) If engineer drawings are required for construction permit, produce drawings that will be sealed by a licensed professional engineer registered to practice in the State of New Mexico.
 - e) Submit the Project work scope and specification to the appropriate agency for permitting. Contractor shall do so as the General Contractor with a GB-98 License with the State of New Mexico.
 - f) Coordinate the clearing of the outdoor space south of and next to the chiller room to ensure the space is empty of existing equipment, including the air-cooled condenser and old transformer.
 - i. Contractor shall remove the air-cooled condenser which requires a licensed electrician, mechanical contractor, rigger and crane operator.
 - ii. Contractor shall furnish and operate equipment to remove old transformer from current location onto a truck furnished by the County.
 - g) Remove existing chiller from chiller room, which may require a traffic control plan:
 - i. Remove and properly dispose of the refrigerant from the existing chiller which requires a licensed refrigeration technician.
 - ii. Disassemble heavy and bulky components from the existing chiller skid.
 - iii. Remove existing chiller equipment from inside the chiller room, which requires a licensed crane operator and a rigger.
 - iv. Furnish the equipment to remove the existing chiller.
 - v. Manage and execute the proper disposal of the existing chiller.
 - h) Coordinate with County Project Manager for delivery of the temporary chiller in preparation for the Ice Season.
 - i) Conduct a virtual pre-installation meeting/conference with County, which shall occur not later than fourteen (14) calendar days prior to the installation start date identified in the County-approved Project Schedule, unless otherwise agreed to in writing by County.
 - j) Prepare to receive the temporary chiller. This shall include:
 - i. Draining the secondary refrigerant from the ice rink floor to a point where the mains can be cut. This work shall be done by a licensed mechanical contractor.
 - ii. Cutting and installing a T-fitting and valving to receive the temporary chiller cooling system. The T-fitting must allow for installation of the new chiller system, and if needed in the future to connect to a temporary chiller system. This work shall be done by a certified welder.
 - iii. Insulating the finished piping.

- k) Coordinate the delivery of the temporary chiller and pump skid (the metal frame upon which equipment is mounted, transported, and installed).
 - l) Receive and place the temporary chiller equipment at the Site. This work requires a licensed riggers and crane operator.
 - m) In accordance with all manufacturer specifications and requirements, Contractor shall:
 - i. Connect the temporary chiller and pump skid to the building power and to the ice rink refrigeration mains. Access from the outdoor temporary chiller to the indoor mains will require two (2) holes to be core drilled through the mechanical building's exterior concrete wall. Contractor shall attempt to use the existing holes for the condenser wiring when connecting the temporary chiller to the building electrical. This work requires licensed mechanical and electrical contractors along with a core driller.
 - ii. Install a temporary expansion tank to remove air from the secondary refrigerant loop. This work requires a licensed welder and mechanical subcontractor.
 - iii. Fill the system with calcium chloride to replace the removed secondary refrigerant. This requires a licensed mechanical subcontractor.
 - n) Provide onsite training to County staff and County's mechanical maintenance contractor in the temporary chiller operation and potential trouble shooting. Training will consist of a minimum of two (2), and up to four (4) hours.
 - o) Provide labor for startup of the temporary chiller.
 - p) Provide remote monitoring of the temporary chiller twenty-four hours per day, seven days per week (24/7). Provide diagnostics and resolution of chiller performance and alerts. Provide performance and alert notifications to County Ice Rink staff through email communications.
 - q) Provide, if determined necessary and upon request by County, onsite troubleshooting, maintenance and support of the temporary chiller and its operation.
 - r) At the end of the Ice Season and within five (5) business days following removal of ice by the County, Contractor shall:
 - i. Disconnect the electrical and coolant lines from the temporary chiller to the building, which shall require the use of licensed mechanical and electrical subcontractors.
 - ii. Drain the calcium chloride from the temporary chiller system to allow for equipment removal, which shall require the use of a licensed mechanical subcontractor.
 - iii. Remove the temporary equipment, which shall require the use of a licensed riggers and crane operator.
 - iv. Remove the temporary chiller and pump skids.
 - v. Remove and replace existing fencing and ice rink dashers as needed to accomplish the removal of the equipment.
 - s) Additional Services: County may, at its sole option through Amendment of the Agreement, approved by County Council, require additional services including services for Ice Seasons beyond the 2023-2024 Ice Season.
- 3. County agrees to provide the following:**
- a) Remove all ice rink related storage items in the fenced in area prior to the start of the Project.
 - b) Ensure the chiller room is prepared for installation of the temporary chiller system. Provide clear and safe access to the secondary refrigerant mains and electrical panels for Contractor.

- c) Following removal of old transformer from its current location and placement on to County truck by Contractor, County will manage and coordinate the proper disposal of the old transformer.
- d) Upon successful installation of the temporary chiller system by Contractor, County will make and paint the ice.
- e) Operate the temporary chiller in accordance with manufacturer's recommendations, as provided by Contractor.

SECTION B. CONTRACTOR RESPONSIBILITIES

1. Contractor shall be responsible for the supervision, coordination, and successful completion of the Work including the construction means, methods, techniques, sequences, and procedures utilized.
2. Contractor shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work.
3. Contractor shall pay all applicable taxes for the Work provided by the Contractor.
4. Contractor shall regularly remove debris and waste materials resulting from Contractor's Work from the Site. Contractor shall make reasonable efforts to minimize and confine dust and debris. After completion of the Work, Contractor shall remove from the Site all construction equipment, tools, surplus materials, waste materials, and debris and leave the Site broom clean.
5. Contractor shall be solely responsible for safety precautions in connection with the Project. Subcontractors are not relieved of their responsibility for the safety of persons or property in association with their work, nor for compliance with applicable safety laws and regulations.

SECTION C. WARRANTIES, REPRESENTATIONS, AND OTHER OBLIGATIONS

1. Contractor warrants to County that materials and equipment furnished under this Agreement will be of good quality to reliably perform its function.
2. Contractor shall provide all protective coverings necessary to protect existing and adjacent finishes while performing its work. Contractor shall be responsible for any damage to existing and adjacent finishes by its employees, subcontractors, and vendors and shall repair any such damage.
3. All work shall be in strict compliance with the national, state, and local building codes. Any work involving disconnecting or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.
4. Safety shall be Contractor's main concern. Contractor shall comply with and enforce onsite all local, state, and federal laws governing safety, health, and sanitation. County may periodically inspect Contractor's compliance and enforcement of such laws. Contractor, not County, shall be responsible for any fines set forth for such violations of codes, OSHA standards, or any other governing agency having jurisdiction at the Site. Contractor shall provide all needed safeguards, safety devices and protective equipment. Contractor shall take any actions necessary to protect the life and health of the employees on the job, the safety of County employees working in the area, the safety of the public, and the property of County in connection with the performance of work under this Agreement.

5. Contractor shall furnish County with a performance bond no later than fourteen (14) calendars from the Effective Date of this Agreement, in an amount equal to One Hundred Percent (100%) of the contract price of this Agreement, as may be adjusted by any Change Order as provided herein.
6. Contractor shall furnish County with a payment (labor and materials) bond no later than fourteen (14) calendar days from the Effective Date of this Agreement, in an amount equal to One Hundred Percent (100%) of the contract price of this Agreement as may be adjusted by any Change Order provided herein.
7. County shall provide reasonable access “to,” “from,” and “at” work Site during Project.
8. Contractor shall immediately report any damage to property or injury to a person to County.
9. Contractor shall comply with the Approved Wage Rate Decision Number: LA-23-1442-B, attached as Exhibit B, attached hereto and made a part hereof for all purposes.
10. Contractor shall perform the work at times established, pursuant to the Project Schedule, and approval by County’s Project Manager. Contractor agrees that County operations may be active at the Site from 7:00 a.m. to 7:00 p.m., seven (7) days per week, with heavy equipment, staff, and public in and around the Site, and warrants that Contractor shall take reasonable steps to minimize interference in County operations in Contractor performance under this Agreement. Contractor acknowledges the work is on and around public areas where youth and adult recreational activities regularly occur.
11. Contractor warrants and agrees that the terms and conditions provided for herein are reasonable, and that in executing this Agreement, Contractor has taken into consideration the average climatic and economic conditions and other factors prevailing in the location where this Agreement is to be performed.

SECTION D. TERM: The term of this Agreement shall commence August 9, 2023, and shall continue through August 8, 2024, unless sooner terminated, as provided herein.

SECTION E. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00), which amount does not include applicable New Mexico gross receipts taxes (“NMGRT”). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A.
2. **Reimbursable Expenses.** County shall pay compensation for approved reimbursable expenses at actual cost with no markup according to the rates provided in Exhibit A, “Compensation Rate Schedule”. Reimbursable expenses shall be paid as follows:
 - a. **Permitting Fees:**
County shall reimburse Contractor for permit fees paid by Contractor at actual cost.
 - b. **Per Diem:**
County shall compensate Contractor in accordance with County policy for overnight stays if required and approved by the Project Manager. County shall not reimburse for meals unless incurred as part of approved overnight stays.

c. Mileage:

County shall compensate Contractor at the current Federal Rate. The rate shall apply from the Contractor's point of operation to the County specific project site and/or between County-specific project sites.

- 3. Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION F. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION G. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION H. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION I. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION J. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION K. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Property, Fire, and All Risk Insurance:** Contractor shall purchase and maintain until final payment, property insurance for the Project at the Site to the full insurable value thereof. This insurance shall insure against the perils of "all-risk" insurance for physical loss and damage, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all-risk" insurance, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

SECTION L. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION M. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION N. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION O. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION P. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION Q. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION R. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION S. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION T. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein, and shall not novate this Agreement to another without the prior written consent of the [County Manager/County Utilities Manager].

SECTION U. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION V. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION W. TERMINATION:

1. **Generally.** The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION X. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Miguel Jimenez, Project Manager
Incorporated County of Los Alamos
101 Camino Entrada Building 1
Los Alamos, New Mexico 87544

Contractor:

Mike McDevitt, CEO
American Arena LLC
1353 Larc Industrial Boulevard
Burnsville, Minnesota 55337

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

SECTION Y. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION Z. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION AA. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION AB. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit C. Contractor must submit this form with this Agreement, if applicable.

SECTION AC. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AD. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AE. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

Naomi D. Maestas

NAOMI D. MAESTAS
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

BY: *Anne Laurent* for 8/9/2023

STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

Kathryn S. Thwait

for

J. ALVIN LEAPHART
COUNTY ATTORNEY

AMERICAN ARENA, LLC, A MINNESOTA LIMITED LIABILITY CORPORATION

BY: *Mike McDevitt* 8/15/2023

MIKE McDEVITT **DATE**
CHIEF EXECUTIVE OFFICER

Exhibit A
Compensation Rate Schedule
AGR23-955

Design and Engineering	\$29,412.00
Temporary Chiller Rental (2023-2024 Ice Season)	\$104,706.00
Temporary Chiller Installation & Removal (2023-2024 Ice Season)	\$165,830.00
Removal of Existing Chiller System	\$82,353.00
SUBTOTAL	\$382,301.00
Construction Permit Allowance* (2023-2024 Ice Season)	\$2,000.00
Onsite Technician Allowance* at \$180/hour plus reimbursable travel costs (Optional, upon County request only)	\$3,500.00
CONTRACT PRICE (Section C paragraphs 5 & 6)	\$387,801.00
Performance, Labor & Material Bonds (2023-2024 Ice Season)	\$10,858.43
TOTAL (excluding applicable NMGR)	\$398,659.43
Contingency (For unforeseen items authorized at County's sole option)	\$51,340.57
TOTAL NOT TO EXCEED AMOUNT (excluding NMGR)	\$450,000.00
*Reimbursable Expense per SECTION E. COMPENSATION	

Travel Expense Guidelines:

Contractor's travel expenses shall be charged at actual cost, copies of all travel expenses must accompany invoices submitted to County, and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service;
5. Hotel or motel lodging;
6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and unreimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

**LABOR RELATIONS DIVISION**

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US**Wage Decision Approval Summary**

1) Project Title: Ice Rink Temporary Chiller
Requested Date: 05/12/2023
Approved Date: 05/15/2023
Approved Wage Decision Number: LA-23-1442-B

Wage Decision Expiration Date for Bids: 09/12/2023

2) Physical Location of Jobsite for Project:
Job Site Address: 4475 West Rd
Job Site City: Los Alamos
Job Site County: Los Alamos

3) Contracting Agency Name (Department or Bureau): Los Alamos County
Contracting Agency Contact's Name: Miguel Jimenez
Contracting Agency Contact's Phone: (505) 662-1430 Ext.

4) Estimated Contract Award Date: 07/11/2023

5) Estimated total project cost: \$160,000.00

- a. Are any federal funds involved?: No
- b. Does this project involve a building?: Yes - Los Alamos County Zamboni Building - Refrigeration
- c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: Yes - Eventually, the existing refrigeration system will be replaced permanently.
- d. Are there any other Public Works Wage Decisions related to this project?: No
- e. What is the ultimate purpose or functional use of the construction once it is completed?: Cool the ice rink slab to make ice for the ice season (skating and hockey)

6) Classifications of Construction:

Classification Type and Cost Total	Description
General Building (B) Cost: \$160,000.00	Installation, start up, shut down and removal of a temporary chiller at the ice rink

Exhibit C
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
AGR23-955
American Arena, LLC

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:
(a) a prospective contractor, if the prospective contractor is a natural person; or
(b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Theresa Cull; Denise Derkacs; Melanee Hand; Susie Havemann; Keith Lepsch; David Reagor; and Randal Ryti.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
X	NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Mike McDewitt _____ 8/15/2023
 Signature Date
 CEO

 Title (position)