

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 23-955**

This **AMENDMENT NO. 1** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Modern Mechanical Ice Systems, LLC**, a Minnesota limited liability corporation ("Contractor"), formerly known as American Arena, LLC, to be effective for all purposes June 12, 2024.

WHEREAS, County and Contractor entered into Agreement No. AGR23-955 for a temporary ice chiller and related services at the Ice Rink located at 4475 West Road; and

WHEREAS, County wishes to extend the temporary chiller rental services through the 2024-2025 ice season; and

WHEREAS, American Arena, LLC changed its name to Modern Mechanical Ice Systems, LLC on January 1, 2024, Minnesota Secretary of State filing date February 6, 2024, with no change to ownership; and

WHEREAS, both parties wish to amend the Agreement to extend the term, increase the compensation, and update the notice contact information; and

WHEREAS, the County Council approved this Amendment No. 1 at a public meeting held on June 11, 2024.

NOW, THEREFORE, in consideration of the above, County and Contractor agree as follows:

- I. Delete **SECTION D. TERM** in its entirety and replace with the following:
SECTION D. TERM: The term of this Agreement shall commence August 9, 2023, and shall continue through August 31, 2025, unless sooner terminated, as provided herein. At County's sole option, the County Manager may renew this Agreement for a total term of seven years.

- II. Delete **SECTION E. COMPENSATION** in its entirety and replace with the following:
SECTION E. COMPENSATION:
 1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed EIGHT HUNDRED NINETY THOUSAND DOLLARS AND NO CENTS (\$890,000.00), 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-1, attached hereto and made a part hereof for all purposes.
 2. **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.

Exhibit A-1
 Compensation Rate Schedule
 AGR23-955-A1

	2023-2024 Ice Season	Amended 2024-2025 Ice Season (17 Months)	Cumulative Amount
Design and Engineering	\$29,412.00	-	\$29,412.00
Temporary Chiller Rental	\$104,706.00	\$375,654.61	\$480,360.61
Temporary Chiller Installation & Removal	\$165,830.00	-	\$165,830.00
Removal of Existing Chiller System	\$82,353.00	-	\$82,353.00
SUBTOTAL	\$382,301.00	\$375,654.61	\$757,955.61
Construction Permit Allowance*	\$2,000.00	-	\$2,000.00
Onsite Technician Allowance* at \$180/hour plus reimbursable travel costs (Optional, upon County request only)	\$3,500.00	\$3,140.00	\$6,640,000.00
Performance, Labor & Material Bonds	\$10,858.43	\$10,858.43	\$21,716.86
TOTAL (excluding applicable NMGR)	\$398,659.43	\$389,653.04	\$788,312.47
Contingency (For unforeseen items authorized at County's sole option)	\$51,340.57	\$50,346.96	\$101,687.53
TOTAL NOT TO EXCEED AMOUNT (excluding NMGR)	\$450,000.00	\$440,000.00	\$890,000.00
*Reimbursable expense per SECTION E. COMPENSATION			

Contingency amounts are reflected in SECTION E. COMPENSATION in the event any unforeseen additional expenses are authorized at County's sole option.

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.