



LOS ALAMOS

**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

AGR22-70

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **iConsult LLC, dba iCon Golf Studio and GrassRoots Golf Design**, a Colorado Limited Liability Corporation ("Consultant"), to be effective for all purposes May 4, 2022.

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 22-70 (the "RFP") on January 23, 2022, requesting proposals for Design Services for Golf Course Improvements, as described in the RFP; and

WHEREAS, Consultant timely responded to the RFP by submitting a response dated February 23, 2022 ("Consultant's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Consultant was the successful Offeror for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement at a public meeting held on May 3, 2022; and

WHEREAS, Consultant 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 Consultant agree as follows:

SECTION A. SERVICES AND DELIVERABLES:

Consultant shall provide professional design and construction administration services ("Services") of site improvements at the Los Alamos County Golf Course located at 4250 Diamond Drive in Los Alamos, New Mexico ("Golf Course"). Sub-consultants hired by the Consultant and approved by County are identified in Exhibit "B."

The Services shall be completed in phases as outlined below and in accordance with the Project Schedule as shown in Exhibit "A", attached hereto, and made a part hereof for all purposes. Minor adjustments made be made to the Project Schedule upon mutual agreement, in writing, by the Parties.

1. Phase 1 – Improvements to Holes 4 through 18

- a. The Consultant shall provide, as detailed below, Design Drawings, Construction Documents, and Construction Administration for improvements to Golf Course Holes 4 through 18, with due consideration given to an overall \$2.5 million project budget for construction that includes the design and construction administration services specified herein. Consultant shall provide the following Phase 1 Services:



LACF2022-0089 05/17/2022 01:40 PM
Page(s): 14 Naomi D Maestas - County Clerk
Los Alamos County, NM UBALDO BARELA - Deputy



- (1) Through an agronomic evaluation, provide Design Drawings for cost-effective and budget-friendly rehabilitation methods of existing Greens, which may include but are not limited to drill and fill or similar rehabilitation methods.
 - (2) Evaluate existing Tee Boxes and provide Design Drawings for cost-effective and budget-friendly reconstruction or rehabilitation methods of existing Tee Boxes. Design Drawings shall include either a 4-tee or 5-tee system designed within the existing irrigation system, and shall include size, location, geometry, elevation, grading, and slope in accordance with United States Golf Association ("USGA") and Americans with Disabilities Act ("ADA") standards.
 - (3) Design drawings for the reconstruction of existing Bunkers with a new drainage system, new liners, and sand.
 - (4) Design drawings for the installation of two (2) new pre-manufactured restrooms to replace the existing restroom on the back nine and add a new restroom on the front nine.
- b. Consultant shall provide the following Phase 1 Services and Deliverables:
- (1) Design Drawings
 - i. Produce 60% and 90% Design Documents with estimates of probable cost that include current market pricing.
 - ii. In accordance with the Project Schedule in Exhibit "A," provide design plan review meetings with County project, operations, and maintenance staff. Obtain County input and approval of 60% and 90% Design Documents.
 - iii. At or before 90% design completion and prior to solicitation of construction bids, County will conduct a final stakeholder information meeting to review design details recommended by the design professional. As requested by County, Consultant shall participate in these stakeholder meetings.
 - iv. Should probable cost estimates approach or exceed the project budget, Consultant shall provide alternatives to keep Phase 1 within budget.
 - v.
 - (2) Construction Documents
 - i. Provide a pre-final design plan review with county project, operations, and maintenance staff.
 - ii. In accordance with the Project Schedule in Exhibit "A," provide Construction Documents, 100% plans, and technical specifications, which shall include a final estimate of probable cost that includes current market pricing for bid, construction, and permitting in accordance with the Project Schedule. Note, the County requires at least 10 weeks for the bidding and award process to award a construction contract.
 - (3) Construction Administration
 - i. Review and certify pay application amount due to the construction contractor and make recommendations to County for payment.
 - ii. Review and take appropriate and timely action on construction contractor's Submittals.
 - iii. Review and respond to Requests for Information (RFI) about the Contract Documents. If requested by County, Consultant shall prepare and issue supplemental drawings and specifications in response to RFIs.
 - iv. Recommend minor changes in the construction work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

- Prepare change orders and construction change directives for the County's approval and execution.
- v. Support and attend weekly Owner, Architect, and Contractor (OAC) meetings.
 - vi. Provide monthly project observation and inspections of the construction work with inspection reports.
 - vii. Project Completion:
 - 1. Conduct inspections with the County to check conformance of the construction work with the Contract Documents and verify the accuracy and completeness of the construction contractor's list of work to be completed or corrected.
 - 2. Subject to County approval issue Certificate of Substantial Completion and Final Completion documents to County Project Manager, at the time such completion has been achieved by the construction contractor.
 - 3. Provide to County Project Manager record drawings in dwg and pdf computer file formats and two paper copies. Other project documentation shall be provided in pdf computer file format and two paper copies, within 30 days of Final Completion of the construction work.
 - 4. Prior to the expiration of one year from the date of substantial completion, conduct a one-year warranty meeting with the County and the construction contractor to inspect the construction work.

2. Phase 2 – Improvements to Holes 1 through 3, Driving Range, Cart Paths, and Other Improvements

- a. Concurrently with design development of Phase 1, the Consultant shall provide three (3) Design Concept Drawings, including cost estimates, for improving the Golf Course's Holes 1 through 3 and the Driving Range/Practice Tee areas, cart paths, and other improvements. Services shall include public involvement meetings and presentations to the public, the Parks and Recreation Board, and County Council with recommendations for a phased implementation of golf course improvements selected by County. Design Drawings shall consider permanent improvements for addressing safety without impacting the teaching and learning quality of the Golf Course and shall evaluate and consider the following goals and criteria:
 - (1) Expanding the Golf Course to accommodate up to two (2) new holes so as not to shorten the overall course length while minimizing impacts to existing trails and open space to the greatest extent possible.
 - (2) Expanding the Driving Range to minimize or eliminate safety netting and include driving and short game practice improvements.
 - (3) Other practice area improvements, cart path upgrades, and any other course improvements as identified during the design process.
- b. The Consultant shall provide the following Services and Deliverables:
 - (1) Design Concepts: Develop design concepts for use in a series of public meetings or design charrettes identified below that include:
 - i. Three (3) conceptual design solutions to meet the intent of the goals and criteria in Paragraphs 2(a)(1), (2), and (3).
 - ii. Provide the best value design options considering initial costs and lifecycle costs while considering the goals and criteria in Paragraphs 2(a)(1), (2), and (3).

- iii. Design and construction costs (soft and hard costs with contingency and future escalation/inflation factors) are required to formalize a program budget for a future improvement project or series of phased projects. Estimates of probable cost shall reflect current market pricing.
- (2) Kick-off Meeting: Review previously completed designs for background, attend and conduct one (1) kick-off meeting which shall include a site visit with County Staff.
- (3) Stakeholder Coordination Meetings: Attend and conduct at least five (5) stakeholder coordination meetings with interested groups including Los Alamos Golf Association, Los Alamos Youth Golf Association, trail users, and other members of the public that may have the interest to acquire an understanding of site development improvements and project priorities.
- (4) Public Meetings: Prepare for, provide visual materials, attend and participate in up to six (6) public meetings to include, at a minimum:
 - i. Two (2) public meetings to review the three (3) initial Design Drawings, including preliminary cost estimates for each option, with the public, selected committees and Boards, and the County Council.
 - ii. Four (4) presentations, two (2) each to the Parks & Recreation Board and County Council.
 - iii. Regular meetings with County staff are required to gather necessary input for preparation for the public meetings.
- c. Additional Services: The County may, at its sole option choose through Amendment of this Agreement, approved by County Council, require additional services including additional Public Meetings, Design Drawings, Construction Documents, and Construction Administration Services not already included for Phase 2 based on the hourly rate schedule provided in Exhibit "B."

SECTION B. TERM: The term of this Agreement shall commence May 4, 2022, and shall continue through May 3, 2029, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed THREE HUNDRED NINETY-THREE THOUSAND DOLLARS (\$393,000.00), 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 "B," attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Consultant 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 D. TAXES: Consultant shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Consultant as an independent contractor. Consultant 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 Consultant nor any employee of Consultant shall be entitled to any benefits or

compensation other than the compensation specified herein. Consultant shall have no authority to bind County to any agreement, contract, duty or obligation. Consultant shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Consultant 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 Consultant 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 F. STANDARD OF PERFORMANCE: Consultant 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. Consultant shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. 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; Consultant shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Consultant 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. Consultant shall not use deliverables in any manner for any other purpose without the express written consent of County.

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

SECTION I. INSURANCE; REGISTRATION WITH NEW MEXICO SECRETARY OF STATE:

1. **INSURANCE.** Consultant 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. Consultant shall assure that all sub-consultants and contractors 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 Consultant shall not provide any Services under this Agreement unless and until Consultant has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Consultant has met its obligation to obtain and maintain insurance and to assure that sub-consultants and contractors 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.

- a. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.

- b. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Consultant fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
 - c. **Automobile Liability Insurance for Consultant and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
 - d. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence or claim; ONE MILLION DOLLARS (\$1,000,000.00) annual aggregate.
2. **REGISTRATION WITH NEW MEXICO SECRETARY OF STATE.** Consultant shall register with the New Mexico Secretary of State as required by applicable law. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Consultant shall not provide any Services under this Agreement unless and until Consultant has met the requirements of this Section.

SECTION J. RECORDS: Consultant 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. Consultant 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 K. APPLICABLE LAW: Consultant 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. In any lawsuit or legal dispute arising from the operation of this Agreement, Consultant agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

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

SECTION M. INDEMNITY: Consultant shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives, sub-consultants, and contractors.

SECTION N. FORCE MAJEURE: Neither County nor Consultant 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 O. NON-ASSIGNMENT: Consultant may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Consultant shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Consultant shall require and shall assure that all of Contractor's employees, sub-consultants, and contractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Consultant 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. Consultant 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 R. TERMINATION:

- 1. Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Consultant shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Consultant 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 Consultant at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. 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:

Harold Anthony Strain
Incorporated County of Los Alamos
1000 Central Avenue, Suite 160
Los Alamos, New Mexico 87544

Consultant:

Todd Schoeder
iConsult LLC
14114 Blue River Trail
Broomfield, Colorado 80023-3913

SECTION T. 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 County and Contractor.

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

SECTION V. 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 enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

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

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

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

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
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

By:  5/17/2022

STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:



J. ALVIN LEAPHART
COUNTY ATTORNEY

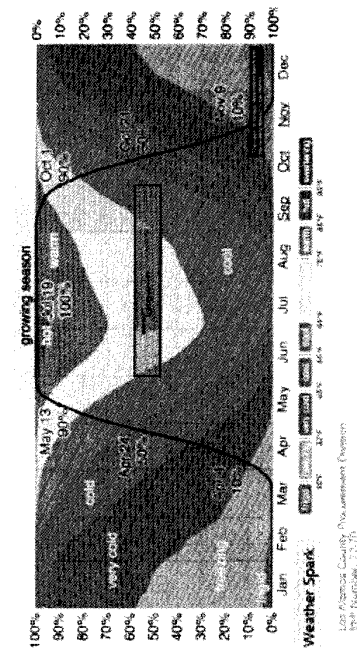
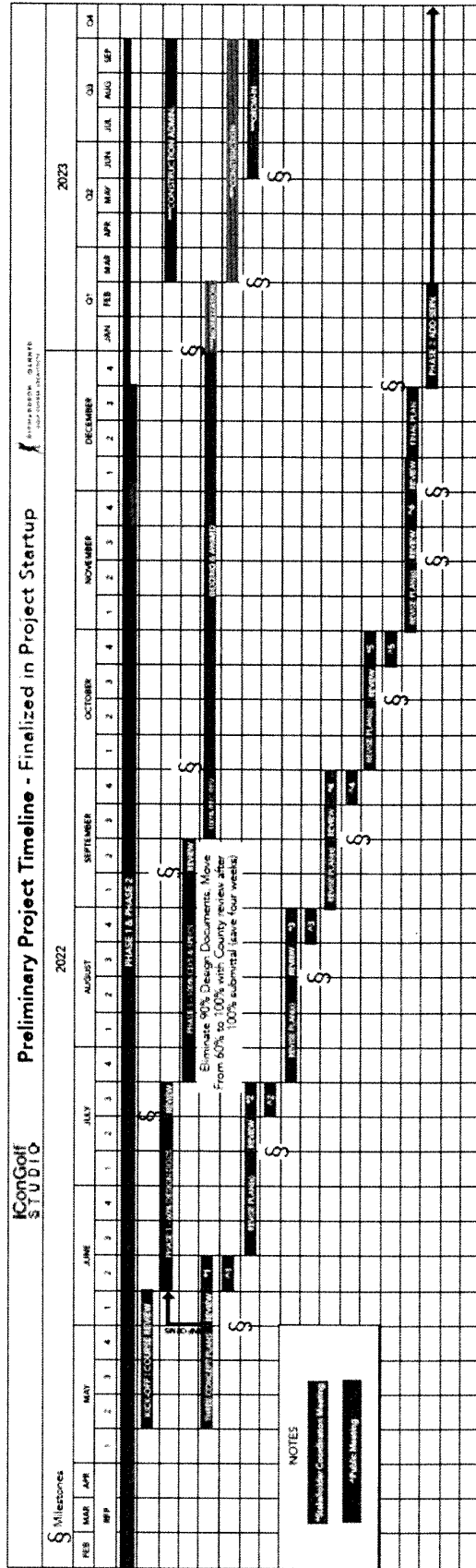
ICONULT, LLC, A COLORADO LIMITED LIABILITY CORPORATION

By:  5/17/2022

TODD SCHOEDER **DATE**
OWNER/PRINCIPAL

Exhibit "A"
AGR22-70

Project Schedule



*** The Construction and growth schedule are subject to change and extension due to unforeseen circumstances, including but not limited to inclement weather, material availability, scope revisions, and other project delays, etc. The cost amount is tied to a project completion in 2023 per the schedule above. Any remaining work performed by the Officer and Officer's subconsultants, including expenses beyond Year 2 (2023) are considered Additional Services and are subject to a negotiated cost increase.

Exhibit "B"
Compensation Rate Schedule
AGR22-70
Page 1 of 3

Description	Amount
Lump Sum for Phase 1 Work & Deliverables	\$203,000
Phase 1 Travel & Reimbursable Expenses	\$16,000
Phase 1 Subtotal	\$219,000
Lump Sum for Phase 2 Work & Deliverables	\$159,000
Phase 2 Travel & Reimbursable Expenses	\$15,000
Phase 2 Subtotal	\$174,000
Phase 1 + Phase 2 Grand Total	\$393,000

Compensation is subject to increase by 5% for Phase 2 work and deliverables which extend beyond December 31, 2023, upon approval by County Council.

Exhibit "B"
Compensation Rate Schedule
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 Additional Services
 As described in Section A(2)(c)

Consultant	iConsult, LLC (DBA iCon Golf Studio)	
PERSONNEL CLASSIFICATION	2022 Year 1 Billing Rate Per Hour	2023 Year 2 Billing Rate Per Hour
Principal - Golf Architect, Todd Schoeder, ASGCA	\$250	\$262.50
Project Coordinator	\$150.00	\$157.50
Administrative Assistant	\$90.00	\$94.50
Consultant	Richardson Danner Golf Course Architects	
PERSONNEL CLASSIFICATION	2022 Year 1 Billing Rate Per Hour	2023 Year 2 Billing Rate Per Hour
Principal - Golf Architect, Forrest Richardson, ASGCA	\$250.00	\$262.50
Principal - Golf Architect, Jeff Danner, ASGCA, MEIGCA	\$250	\$262.50
Administrative Assistant	\$90.00	\$94.50
Consultant	GreenGrass Engineering	
PERSONNEL CLASSIFICATION	2022 Year 1 Billing Rate Per Hour	2023 Year 2 Billing Rate Per Hour
Project Architect, Matt Schiffer, EIGCA	\$160.00	\$168.00
CAD Drafter	\$90.00	\$94.50

Exhibit "B"
Compensation Rate Schedule
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Page 3 of 3
*Additional Services
As described in Section A(2)(c)

Consultant	Mazzella Partnership	
PERSONNEL CLASSIFICATION	2022 Year 1 Billing Rate Per Hour	2023 Year 2 Billing Rate Per Hour
Professional – Estimators, Nick Mazzella	\$170.00	\$178.50
Consultant	Troon Golf	
PERSONNEL CLASSIFICATION	2022 Year 1 Billing Rate Per Hour	2023 Year 2 Billing Rate Per Hour
Professional - Agronomist, Luke Beardmore	\$150.00	\$157.50
CAD Drafter	\$150.00	\$157.50

*BEGINNING JANUARY 1 2024, HOURLY RATES INCREASE BY 5% AND THEN 5% ANNUALLY THEREAFTER PER PERSONNEL CLASSIFICATION

Exhibit "C"
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
AGR22-70

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: Denise Derkacs; Melanee Hand; David Izraelevitz; Keith Lepsch, David Reagor; Randal Rytj; and Sara Scott.)

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


(Attach extra pages if necessary)

Signature _____ Date _____

Title (position)

—OR—

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.

 5/17/2022
Signature _____ Date _____
Principal _____ Title (position) _____