

**City of Carson City
Agenda Report**

Date Submitted: October 28, 2010

Agenda Date Requested: November 16, 2010

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to approve Contract No. 1011-164 pursuant to NRS 332.115(1)(b) (below) with Ice Rink Supply to provide and setup the Arlington Square Ice Rink through January 30, 2011, for a not to exceed cost of \$110,000.00 to be funded from the Redevelopment Professional Services Account in the Administrative Fund as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Staff Summary: At the October 21, 2010 meeting of the Board of Supervisors, approval was given for the operation of an ice skating rink venue at Arlington Square in downtown Carson City. The Parks and Recreation Department will be operating the rink including securing ice rink equipment from Ice Rink Supply.

The agreement includes rental, set-up, and removal of ice rink equipment for the period beginning November 24, 2010 and terminating no later than January 30, 2011. As a condition of the agreement 50% of the total fee (\$55,000.00) was to be paid to the vendor by Carson City no later than October 22, 2010.

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Contract No. 1011-164 pursuant to NRS 332.115(1)(b) (below) with Ice Rink Supply to provide and setup the Arlington Square Ice Rink through January 30, 2011, for a not to exceed cost of \$110,000.00 to be funded from the Redevelopment Professional Services Account in the Administrative Fund as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Explanation for Recommended Board Action: Pursuant to NRS 332.115 subsection 1 (b), staff is requesting the Board of Supervisors declare that this contract is not adapted to award by competitive bidding.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

(b) Professional services;

are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

(Added to NRS by 1975, 1538; A 1987, 296, 1484; 1991, 337, 349, 648, 1934, 1935; 1997, 132; 1999, 889, 1684; 2001, 1317; 2003, 620, 2262; 2005, 226, 2554)

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (b)

Fiscal Impact: \$110,000.00




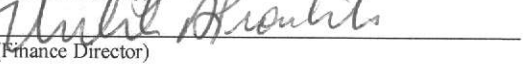
Explanation of Impact: Amount of contract

Funding Source: 101-6069-451-0309

Alternatives: Provide other direction

Supporting Material: Contract No. 1011-164

Prepared By: Sandy Scott-Fisher, Purchasing and Contracts Coordinator

Reviewed By:  Date: 11/8/10
(Parks and Recreation)
 Date: 11/8/2010
(City Manager)
 Date: 11/8/10
(District Attorney)
 Date: 11/8/10
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____ _____

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

THIS CONTRACT, made and entered into this 16th day of November, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Ice Rink Supply hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 1011-164 Arlington Square Ice Rink Equipment Rental and Professional Services** are both necessary and in the best interests of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 **REQUIRED APPROVAL:**

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 **CONTRACT TERM:**

2.1 This Contract shall be effective from November 16, 2010 subject to Carson City Board of Supervisors' approval (anticipated to be November 16, 2010) to January 30, 2011, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 **NOTICE:**

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

For P&C Use Only GL expires _____ WC expires _____
--

3.2 at the address specified below.

3.2.1 Notice to **CONTRACTOR** shall be addressed to:

Muriel A. Cabrera, Senior Design Engineer
Ice Rink Supply
Rm. 201-202 TPE BLDG
Banilad, Cebu City
Philippines 6000
812-358-7328
engineering@icerinksupply.com

3.2.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Sandy Scott-Fisher, Purchasing and Contracts Coordinator
201 North Carson Street Suite 3
Carson City, NV 89701
775-283-7137/ FAX 775-887-2107
SScott@carson.org

4 **SCOPE OF WORK:**

4.1 **CONTRACTOR** shall provide and perform the following services for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

4.1.1 **CONTRACTOR** will provide for the turnkey equipment rental of ice skating rink equipment, professional installation, and professional support services, for a holiday-season ice skating venue in Carson City, Nevada. To be open to the public November 24, 2010 through January 30, 2011.

4.1.2 **Required Timing:** installation window: November 15, 2010 – November 23, 2010;
Open to Public: November 24, 2010 – January 30, 2011.

4.1.3 **EQUIPMENT AND PROFESSIONAL SERVICES TO BE PROVIDED BY CONTRACTOR AS DEFINED BY EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.**

4.1.4 **CITY RESPONSIBILITIES**

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1011-164

Arlington Square Ice Rink Equipment Rental and Professional Service

- 4.1.4.1 3-PHASE, 480 VOLT, 400-amp continuous power source for refrigeration (208-volt optional with additional transformer); electrical connection by qualified professionals from the chiller to the power source; 110-volt power source for tools/kiosk/sound/lighting/
- 4.1.4.2 Laser level sand base by local crew, sized 2-feet outside of rink footprint; topped with smooth, clean masons or bank-type sand, covered and secured with 6-mil clear plastic sheeting, constructed so that rainwater flows AWAY from the ice surface and sand base.
- 4.1.4.3 Continuous water source adjacent to the ice rink area, preferably in the parking location of the ice maintenance equipment.
- 4.1.4.4 Placement of refrigeration system as close to the rink as possible, with accommodation for the chilled hoses to be secured and not to be a trip hazard.
- 4.1.4.5 The refrigeration unit should remain on the shipping trailer for the term of the event.
- 4.1.4.6 3000-lb all-terrain forklift during the installation and removal phases.
- 4.1.4.7 Picket fence or other barricade to define skate change area and control entry to rink area.
- 4.1.4.8 Any and all safety equipment required for general public safety on or about the event site, during the installation or removal phases, and during the term of the event; includes first aid supplies, traffic cones, barricades, wet-floor signs.
- 4.1.4.9 Identified parking in close proximity to the rink for **CONTRACTOR'S** personnel.
- 4.1.4.10 General security presence, 24-hours each day.
- 4.1.4.11 Trash and refuse removal upon conclusion of removal phase.
- 4.1.4.12 All marketing and P.R. in support of the event; all graphics and signing.
- 4.1.4.13 Portable office or structure for tickets and skate rental kiosk.
- 4.1.4.14 Shelving or racks for skate rental equipment, to be located inside skate kiosk.
- 4.1.4.15 Sound/P.A. system for safety announcements.
- 4.1.4.16 Coordination of all permits and licenses required for installation and operation of the equipment and event, if required.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

4.1.4.17 Any and all sales tax and use taxes, occupational taxes, and any other license or fee levied upon the **CONTRACTOR** regarding the rental of equipment, the providing of labor, and the execution of the ice rink installation.

4.1.4.18 Two double hotel rooms in close proximity to the event site, during the entire installation and removal phases, and during any other time **CONTRACTOR** is requested to be on site.

4.1.4.19 Day-to-day management and operation of the event, including professional on-site management, experienced in customer service, liability-prevention, and public safety, staffing to include cashier(s), skate rental attendant(s), safety monitor(s), and maintenance personnel to be on-site during the entire term of the event. Also includes staff uniforms, public safety, staffing to include cashier(s), skate and rental attendant(s), safety monitor(s), and maintenance personnel to be on-site during the entire term of the event. Also includes staff uniforms

4.2 **CONTRACTOR** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

4.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

4.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONTRACTOR** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**.

4.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **SERVICES** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

4.6 Before commencing with the performance of any work under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

5 CONSIDERATION:

5.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon a not to exceed maximum lump sum amount of One Hundred Ten Thousand Dollars and No Cents (\$110,000.00) with Fifty (50) percent of the total fee Fifty-Five Thousand Dollars and No Cents (\$55,000.00) paid up front.

5.2 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

5.3 **CITY** has provided a sample invoice and **CONTRACTOR** shall submit its request for payment using said sample invoice.

5.4 Payment by **CITY** for the **SERVICES** rendered by **CONTRACTOR** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

5.5 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6 TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7 CONTRACT TERMINATION:

7.1 **Termination Without Cause:**

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.2 Termination for Nonappropriation:

7.2.1 The continuation of this Contract beyond June 30, 2011, is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONTRACTOR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

7.4 Time to Correct:

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

7.5.1.2 **CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 23 City Ownership of Proprietary Information**.

8 REMEDIES:

8.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9 LIMITED LIABILITY:

9.1 **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10 FORCE MAJEURE:

10.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11 INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

11.2 Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12 INDEPENDENT CONTRACTOR:

12.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13 INSURANCE REQUIREMENTS:

13.1 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing & Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

13.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.4 Insurance Coverage:

13.4.1 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

13.4.1.1 Final acceptance by **CITY** of the completion of this Contract; or

13.4.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.5 General Requirements:

13.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing & Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

13.5.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.5.3 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

13.5.4 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.5.5 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

13.5.6 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing & Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

13.5.7 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.5.8 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

13.5.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing & Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.5.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing & Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

13.5.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

13.5.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing & Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

14 COMMERCIAL GENERAL LIABILITY INSURANCE:

14.1 Minimum Limits required:

14.1.1 Two Million Dollars (\$2,000,000.00) - General Aggregate

14.1.2 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate

14.1.3 One Million Dollars (\$1,000,000.00) - Each Occurrence

14.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

15.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

16 COMPLIANCE WITH LEGAL OBLIGATIONS:

16.1 **CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all government

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

17 **WAIVER OF BREACH:**

17.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

18 **SEVERABILITY:**

18.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

19 **ASSIGNMENT/DELEGATION:**

19.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

20 **CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

20.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

20.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

21 **PUBLIC RECORDS:**

21.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

22 **CONFIDENTIALITY:**

22.1 **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

23 **FEDERAL FUNDING:**

23.1 In the event federal funds are used for payment of all or part of this Contract:

23.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

23.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101,

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

23.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

24 **LOBBYING:**

24.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

24.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

24.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

24.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

25 **GENERAL WARRANTY:**

25.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

26 **PROPER AUTHORITY:**

26.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

27 **ALTERNATIVE DISPUTE RESOLUTION:**

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

27.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

28 **GOVERNING LAW; JURISDICTION:**

28.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

29 **ENTIRE CONTRACT AND MODIFICATION:**

29.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.

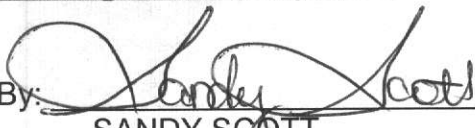
CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

30 **ACKNOWLEDGMENT AND EXECUTION:**

30.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CARSON CITY

Purchasing and Contracts Department
Attn: Sandy Scott
Purchasing and Contracts Coordinator
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
SScott@ci.carson-city.nv.us

By: 
SANDY SCOTT

DATED 11/8/10

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve as to its legal form.

By: 
Deputy District Attorney

DATED 11/8/10

CITY'S ORIGINATING DEPARTMENT

BY: Roger Moellendorf, Director
Carson City Parks and Recreation
3303 Butti Way, Bldg 9
Carson City, NV 8970
Telephone: 775-887- 2262
Fax: 775-887-2112
RMoellendorf@ci.carson-city.nv.us

By: 

DATED 11/8/10

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

SAMPLE INVOICE

Invoice Number: _____
 Invoice Date: _____
 Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Carson City Parks and Recreation
 Attn: Daria Petrenko
 3303 Butti Way, Bldg 9
 Carson City NV 89701

Line Item #	Description	Value	% Completed	Total \$\$
Total for this invoice				

Original Contract Sum	\$	_____
Less amount previously billed	\$	_____
= contract sum prior to this invoice	\$	_____
Less this invoice	\$	_____
=Dollars remaining on Contract	\$	_____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-164
Arlington Square Ice Rink Equipment Rental and Professional Service

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of November 16, 2010, approved the acceptance of **CONTRACT No. 1011-164**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 16th day of November, 2011.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 16th day of November, 2011.

EXHIBIT A



Design, Manufacture, Install and more...

"PUTTING THE ICE IN RINKS WORLDWIDE, WITH CANADIAN-AMERICAN TECHNOLOGY, SINCE 1966"

October 19, 2010

Joel Dunn

Carson City Recreation
851 East William Street,
Carson City, NV 89701, USA
Phone: 775-2837419
Mobile: 775-6907419
Email: jdunn@carson.org

Dear Mr. Dunn,

Upon review of the limited information you supplied, and in the absence of a rink MEP Design (mechanical, electrical and plumbing design & specifications), **Ice Rink Supply** offers this information with components specifications for your review, concerning the equipment and services for your **Carson City Recreation Ice Rink Project**.

IRS proposes to supply this Ice Rink Package of reconditioned & warranted equipment & services for "**Rental and an option to Buy**" as follows:

- 1) **IRS Portable Rink Refrigeration Pipe Grid**, nominal dimension of 53ft x 120ft with radius corners, with a "Dynamic Surface Area" equal to more than 105% of the ice skating surface, which makes it more efficient. The IRS Pipe Grid can be installed directly on the insulation, or in sand.
 - No. of Panels – 30 roll out panels (each panel has 32 pipes of ½" inside diameter)
 - Approximate Length of each Panel – 55ft.
 - Material used – Custom extruded EVA Polyethylene Tubing

- 2) **Reverse-Return Header System**, provides a balanced flow for an even ice temperature, is machined from corrosion proof Sch. 80 PVC piping.
 - Header Type – Side Header.
 - Material used - Schedule 80 Poly Vinyl Chloride Pipes
 - Approximate Length of Header System – 120ft.
 - Pipe size – 4" diameter

A handwritten signature in black ink, appearing to be 'J. Dunn', is located in the bottom left corner of the page.

A handwritten signature in black ink, appearing to be 'J. Dunn', is located in the bottom right corner of the page.



- 3) **Refrigerant Transmission Pipe System**, with valves and fittings, is fabricated in PVC for a lifetime of service.
- Material used - Schedule 80 Poly Vinyl Chloride Pipes
 - Approximate Length of transmission piping – 60ft.
 - Pipe size - 4" diameter
- 4) **Packaged, air condensed, Rink Chiller**, with Rotary Screw Compressor technology, has a built-in Computer Micro processor controller, with two compressor circuits, just set the temperature and walk away!
- Unit Type – Air cooled
 - Unit Model – Rotary Chiller (TRANE RTAA 90)
 - Model Capacity – 90Tons
 - Min/Max Evaporator Flow – 108/324GPM
 - Operating Temp inlet/outlet – 19/15F
 - Compressor Type – (2 units) Trane Rotary Screw
 - Compressor Nominal size – 50/40 Tons
 - Condensing Temperature – 95F ambient
 - Condenser – 8 fans at 1 HP each
 - Fan Diameter – 30 inches
 - Unit Power Source – 460V/3ph/60Hz
 - Refrigerant use – R22
- 5) **Packaged, Circulation Pump Station**, with on board Control Panel, circulates the secondary refrigerant thru the refrigeration system.
- Close coupled centrifugal pump – (1 unit)
 - Pumps – 15HP Each
 - Design Flow Rate – 250GPM
 - Head – 104ft
 - Secondary coolant – Inhibited Propylene Glycol Solution
 - 100 gal Reserve Tank
- 6) **Secondary Refrigerant** ("coolant") is an environmentally friendly propylene Glycol and water solution, which will be supplied in sufficient quantity to charge the rink system.
- Coolant - Inhibited Propylene Glycol
 - Brand - JEFFCOOL® P-150 INDUSTRIAL

A handwritten signature in black ink, appearing to be "RSM", is located in the lower-left quadrant of the page.

A handwritten signature in black ink, appearing to be "J. [unclear]", is located in the lower-right quadrant of the page.



7) Perimeter Rink Boards

Materials :

- High Density Polyethylene (HDPE): High impact and integrally colored bright white cladding.
- Aluminum Framing: ASTM B221, 6005-TS alloy.
- Hardware: Zinc plated steel.
- Fasteners: Zinc plated and galvanized steel

Fabrication by IRS:

- **General**

All joints, corners, and intersections are accurately fit together to produce continuity of line and design. We execute fitting and mechanical assembly of the Board panels, in the factory, with the various parts or assemblies ready for erection at the project site.

- **Board Panels**

Board panels are prefabricated in demountable sections. The design of all panels, whether straight, curved, or one in which a gate is located, is similar. Each panel shall be made of extruded aluminum box sections assembled into frames. Frames allow for fastening of the facing and anchoring at the base.

Each Board panel is fastened using the "box construction method" for maximum strength. The aluminum framing of each Board is anodized. Standard size of the Board panels is 96" long by 42" high.

- **Gates**

All gates are constructed similar to dasher board. Equipment gate is a double leaf gate. Skaters access single leaf gates.

- **Threshold**

Access gates have high density polyethylene thresholds, which can be removed and replaced when wearing occurs, as they are attached to Board framework with countersunk screws.

- **Board Facing or Cladding**

The ice rink side of the board panel shall be faced with 0.5" thick, high impact, integrally colored white, high density polyethylene (HDPE) facing.

- **Cap Rail or Top Sill**

The Cap Rail is crafted of high density polyethylene 0.5" thick and is fastened to the top horizontal framing members. The edges of the cap rail have beveled edges, where needed.

- **Kickplate**

The kick plate is fashioned of 0.5" thick, color impregnated, high density polyethylene 7.9" high. The top outside edge of the Kick plate is beveled.

A handwritten signature in black ink, appearing to be "RAM", is located in the lower-left quadrant of the page.

A handwritten signature in black ink, appearing to be "S. J. ...", is located in the lower-right quadrant of the page.



8) Ice Building and Ice Maintenance tools, equipment and the internationally patented IRS Ice Products to install your first ice sheet are provided.

- *Instant Ice:* is blended into water to create a slurry of slush, which is used to seal the porous sand rink floor with an instant ice glaze.
- *Slush Ice:* is added to water to form a room temperature slush. When installing the initial ice sheet it seals the seam where the boards meet the rink floor. During the season it is used to repair cracks and divots in the ice.
- *Ice Building Additive* is a liquid concentrate, which is added to the cold ice building water when installing the initial ice sheet each season. Hot water for building is eliminated because IBA reduces the tendency of the water to produce ridges when building ice. With IBA the cold treated water flows evenly across the ice for a smooth ice surface. IBA also allows entrapped air to escape from the ice building water thus creating a denser ice sheet. This denser ice is more energy efficient, all season long.
- *Base Ice:* This powder is added to water to form a thickened ice solution which is sprayed onto the rink floor to opaque out (white over) the dark color of the rink floor with layers of white ice. The Base Ice secret is the use of only titanium dioxide crystals, as the pigment; this provides the whitest ice available. Our competition uses "clay extenders" and cheap pigments in their old fashioned ice paints. Their cheap paint allows heat to be absorbed by the ice...your chiller must run more to remove that heat.

9) Self propelled, electric drive, Ice Resurfacers for grooming your ice surface between skating sessions.

- Minimum turning radius - 6 feet
- Water tank capacity – 100gal
- Power source – 24V, 4.3HP DC motor controlled
- Battery type – four 6 volts, 150amp
- Built in 25amp charger runs in 220V or 115V AC power source

10) MEP Design & Consultation Services will be provided to supply full proof installation of your rink project.

11) Warranty of the equipment to function, as designed, for the first season.

12) IRS Site Professional Services by IRS Technical Supervisors (Two IRS staff), will be "on site" to coordinate and train the clients crew of men, in the installation of the rink & ice making. AirTransportation, Rental Car, and Lodging to be provided by the client.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.



RENTAL Fee:

The Rental fee for this Ice Rink Equipment Package for 10 weeks is.....US\$110,000.00

Pickup from Cave in Rock, Illinois with return freight cost to Illinois paid in advance.

IRS has assumed the following in order to furnish the quote.

- Chiller and Pump station must be mounted on a concrete pad.
- Refrigeration pipes will be situated on the existing floor slab of the court within a Header Box "trench," with a minimum 3 ft. width (depending on the design), will be required.
- Electrical supply of 3 Phase, 460 volt, 60 hertz and connection to rink machine will be provided by client.

Special Notes:

1. Any accessories and services not included in this base proposal will carry an additional charge.
2. This price is based on information provided at the time of this proposal and attached. Any changes to the layout that are determined to excessively change the scope of work proposed herein, shall constitute a recalculation of the original cost estimate and possible issuance of a revised proposal price.
3. Max. of 60 ft. are allowed for transmission pipes since Chiller and Pump station location is unknown, additional run may carry an add on fee.

Customer is responsible for all freight, taxes (if any). Payment terms are 50% down, thru a bank transfer with placement of your order. The balance is due prior to the shipment of the rink equipment.
Remember, the Best Bargain is Quality!

Sincerely,

Engr. Muriel A. Cabrera
Senior Design Engineer



Please sign and initial all the pages of the document, then email this page to **IRS**. Courier all the original signed documents to **IRS**. We will courier back a copy of the **IRS** signed documents. Due to limited equipment and crews, if we do not receive this acceptance by **October 22nd 2010**, this quotation shall automatically expire and will have to be requoted.

This proposal is accepted:

R. Mello
President/Owner/Director

Rosa Moellendorf
Print Name of Officer

11/2/10
Date

[Signature]

For CanAm Technology Inc.
dba Ice Rink Supply

Muriel A. Cabrera

Print Name of Officer

Oct. 19, 2010

Date

Phone Worldwide
1.812.358.7328
63.32.236.8528

Email: info@IceRinkSupply.com
Website: www.IceRinkSupply.com

Toll Free in North America
1.888.4.ICE.RINK / 1.866.4.ICE.RINK
(1.888.442.3746) / (1.866.442.3746)