

**AGREEMENT WITH ICE-AMERICA TO PROVIDE
AN OUTDOOR HOLIDAY ICE SKATING RINK FOR WINTER VILLAGE 2023**

THIS AGREEMENT is made and entered into on this 3rd day of October, 2023, by and between Seaside Ice, LLC, a California limited liability company doing business as Ice-America (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”). Contractor and City are also referred to collectively as “the Parties” or individually as a “Party.”

RECITALS

- A. The City desires to retain a contractor having special skill and knowledge regarding the installation, providing of equipment, and maintenance of a portable outdoor ice-skating rink in the City and to provide support services for operation of this ice-skating rink.
- B. Contractor represents that it is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall construct, provide all equipment for, and operate a portable outdoor ice rink of 82 feet x 50 feet (4100 square feet) on dates and a location as specified by the City and as set forth in detail in Contractor’s proposal, attached hereto as **Exhibit A**, and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit A**. The total amount authorized during the term of this Agreement shall not exceed 795,936.00. This sum is comprised of (1) the base amount of \$723,536.00 and (2) a contingency in the amount of \$72,400.00 for additional and as-needed services, to be exercised at City’s sole discretion.
- b. Payment of a deposit in the amount of \$361,768.00 shall be processed and made available, subject to City accounting procedures, for FedEx to Contractor on October 12, 2023.
- c. Payment of the remaining base amount of \$361,768.00 shall be processed and made available, subject to City accounting procedures, to Contractor upon the opening of the Winter Village Event.

- d. Payment need not be made for work, which fails to meet the standards of performance set forth in the Recitals, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and end on January 31, 2024, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent Contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data, which were provided, to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Minimum Scope and Limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal &

advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Broader Coverage:** if the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

1. **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).
2. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. **Verification of Coverage:** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.
9. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial

or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

9. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

10. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e)

is independently developed by the Contractor without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services, which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of

termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work, which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director
Parks, Recreation, and Community Services
City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, California 92702
Fax: 714-571-4211

To Contractor:

Seaside Ice, LLC (dba Ice-America)
Attn: Scott Williams, Managing Member
807 Sprucelake Drive
Harbor City, CA 90710

And:

Agent for Service of Process: Scott Williams
501 Herondo Street, Suite 56
Hermosa Beach, CA 90254

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. FORCE MAJEURE

Should the performance of any act required by this Agreement to be performed by either City or Contractor be prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations of any kind

including those regarding the COVID-19 pandemic, or any other cause except for financial inability not the fault of the Party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay shall be excused, provided, however, that nothing contained in this section shall excuse the performance of any act rendered difficult solely because of the financial condition of the Party, City or Contractor, required to perform the act.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Contractor is providing services not contemplated by this Agreement.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.
- d. This Agreement may be signed in counter parts with each part or signature page compiled into one original document.
- e. The Parties agree that this Agreement may be signed using an electronic signature by any means that reasonably ensures authenticity.

[signature page to follow]

**SIGNATURE PAGE FOR AGREEMENT WITH ICE-AMERICA TO PROVIDE
AN OUTDOOR HOLIDAY ICE SKATING RINK FOR WINTER VILLAGE 2023**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST

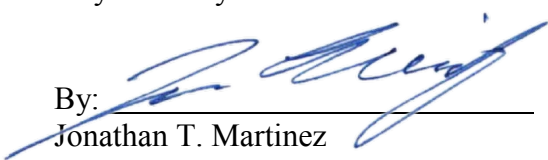
CITY OF SANTA ANA

Jennifer L. Hall
City Clerk


Kristine Ridge
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

SEASIDE ICE, LLC dba ICE-AMERICA

By: 

Jonathan T. Martinez
Assistant City Attorney



Scott Williams
Managing Member

RECOMMENDED FOR APPROVAL

Hawk Scott
Executive Director
Parks, Recreation, and Community Services Agency

EXHIBIT A

Contractor's Proposal

PRICE LIST / PRODUCTION BUDGET

Project No: **Ice Rink & Event Production Price List 23.4**
Title: Santa Ana Holiday Ice Skating Rink
Production Dates: TBD - Nov 20-30, 2023
Location: Plaza of the Flags, Civic Center, Santa Ana, CA
Open Dates: Dec 1 - 31, 2023

Prepared By: SWW
Date: 7/7
Revised: 9/5
Actual:

CATEGORY SUMMARY

Product: Ice Rink Production
Purpose: recreational ice rink installation

PRODUCTION DESCRIPTION: Production of portable ice rink & ancillary equipment
Shipping & transportation, installation, training
Included Production elements: Ice Resurfacer, Chiller rental
Included: Lighting and sound equipment for ice rink
NOTES: Also included options: ice rink operations and maintenance

ASSUMPTIONS: Budget is based on ice surface size: **82' x 50'**

Not included in this budget: tax, permits, all electricity and distro, water, wi-fi connectivity, security, , crane (if needed)
toilets, trash, daily cleaning service, first aid, event signage, ADA access, on-site storage

ICE RINK EXPENSES:

		Unit Price	No.	Term	Total Price	
1	Portable Ice Rink				\$ 51,452	
	Portable Ice Rink	\$ 0.80	4100	7	\$ 22,960	provision of: 82' x 50' ice surface = approx. 4100 sq.ft includes ICE-WORLD ice rink elements, headers, header covers system pump for glycol, etc. glycol, plastic sheet, insulation small electric ice resurfacer Heatrex heating element & melt trough for snow melting
	Pump	1,954	1	1	\$ 1,954	
	Glycol, Liner, Insulation	\$ 2.37	4100	1	\$ 9,717	
	Resurfacer-electric	\$ 2,100	1	7	\$ 14,700	
	Snow Melt Equipment	\$ 303	1	7	\$ 2,121	
2	Chiller Rental				\$ 43,500	
	Chiller rental package	\$ 110	200	1.75	\$ 38,500	monthly rental of chiller, pump, tank, extra cables & equipment
	Delivery, install, pickup	\$ 2,500	2	1	\$ 5,000	delivery, installation, removal, startup
3	Dasher Boards				\$ 8,085	
	PE Transparent	\$ 3.85	300	7	\$ 8,085	recreational clear skating boards x number of feet
4	Other Ice Rink Equipment				\$ 20,065	
	Skates	\$ 4.35	275	7	\$ 8,374	Roxa skates w/buckles
	Helmets	\$ 2.75	30	7	\$ 578	helmets (s, m, l)
	Skate Rack	\$ 78	6	7	\$ 3,276	portable skate racks - collapsing with wheels
	Skate Rack Shelves	\$ 39	1	7	\$ 273	shelves for in between portable racks
	Skate Sharpener	\$ 171	1	7	\$ 1,197	EZ-Sharp or Wissota
	Extra thick plastic sheet	\$ 0.25	4100	1	\$ 1,025	square feet required - for events only
	Skate aid "Bobby" & "Tommy"	\$ 30.53	25	7	\$ 5,343	provision of skating aid "seal" and "reindeer"
5	Installation, Training, Transportation				\$ 56,260	
	Rink installation	\$ 3,675	3	2	\$ 22,050	Rink installation supervisors & labor (in/out) / warehouse
	Production fee	\$ 25,210	1	1	\$ 25,210	travel, legal & admin, production for install/removal/maintenance/forklifts
	Hotel for install crew/mgr	\$ 150	2		\$ -	local - not required (supervisors load-in and load-out hotel)
	Shipping & Trucking	\$ 2,250	2	2	\$ 9,000	estimated trucking/shipping ice rink equipment
6	Site Build-Out				23,925	
	Skate lace area rubber mats	\$ 3.65	1500	1	\$ 5,475	estimate for skate lace area rubber mats
	Office trailer	\$ 2,500	1	2	\$ 5,000	8' x 12' ticket office trailer
	Tents	\$ 1,750	6	1	\$ 10,500	tents for skate rental & waivers & VIP area w/lighting
	Benches	\$ 23	10	5	\$ 1,150	benches for skaters
	Railing / Barricade	\$ 18.00	20	5	\$ 1,800	3' sections
7	Leveling Options				\$ 69,874	
	Platform	\$ 1.15	4500	5	\$ 25,875	rental for specialized ice rink low scaffolding platform
	Installation	\$ 4.57	4500	1	\$ 20,565	supervisors & labor for platform
	Skate lace area finish work	\$ 14.95	825	1	\$ 12,334	ramps & rink platform carpentry, skate lace area finish work
	Shipping & Trucking Platform	\$ 1,850	3	2	\$ 11,100	estimated trucking/shipping for platform
8	Rink Lighting/Sound				\$ 23,940	
	Rink Sound package	\$ 435	1	7	\$ 3,045	(6) outdoor speakers, console, amplifier, playback cordless mic, cables
	Rink Lighting package	\$ 2,985	1	7	\$ 20,895	lights, truss, board, light strings
9	Operations				\$ 104,900	
	Setup & Training Fee	\$ 10,750	1	1	\$ 10,750	staff hiring, training, uniforms, management
	General Manager fee	\$ 3,675	1	5	\$ 18,375	GM weekly rate (60 hrs/wk)
	Maintenance fee	\$ 2,950	1	5	\$ 14,750	Ice Tech Mgr weekly rate (60 hrs/wk)
	Weekly operations staffing fee				\$ -	variable staffing payroll fees
	*Estimated payroll	\$ 6,975	1	5	\$ 34,875	*variable est billed payroll @ \$30.00/hr (subj to change based on actual hrs)
	Housing for GM & Ice Tech	\$ 950	2	5	\$ 9,500	to be determined or provided by sponsor
	Operations liability insurance	\$ 0.95	1750	4	\$ 6,650	estimate special event insurance to operate ice rink at \$.95/skater
	Security	\$ 39.50			\$ -	CITY TO PROVIDE: required 24/7 security staff from load-in through load-out
	Ticketing Management	\$ 2,000	1	5	\$ 10,000	40hrs/wk ticketing management service

C HOLIDAY ICE RINK PRODUCTION W/SELECTED OPERATIONS **\$ 402,001** includes items listed in 1-8 totals above only

OPTIONAL ICE RINK ADD-ON EXPENSES

7B	Leveling Options - Extended Deck				\$ 24,340	
	Platform	\$ 1.15	2000	5	\$ 11,500	rental for specialized ice rink low scaffolding platform
	Installation	\$ 4.57	2000	1	\$ 9,140	supervisors & labor for platform
	Skate lace area finish work	\$ 13.75			\$ -	ramps & rink platform carpentry, skate lace area finish work
	Shipping & Trucking Platform	\$ 1,850	1	2	\$ 3,700	estimated trucking/shipping for platform

D HOLIDAY ICE RINK PRODUCTION W/OPERATIONS, EXTENDED DECK **\$ 426,341** includes items listed in all totals above only

EVENT EXPENSES:

		Unit Price	No.	Term	Total Price	
[11] Food & Beverage & Seating					\$ 15,300	
	Seating & Tables	\$ 575	20	1	\$ 11,500	picnic tables (20) for eating/drinking patrons
	Folding Chairs	\$ 3,800	1	1	\$ 3,800	provision of 100 folding chairs incl delivery
[12] Lighting, Decorations, Holiday Village		\$ 59,425			\$ 71,310	
	Santa's Village Hardware (2)	\$ 5,620	1	1.20	\$ 6,744	Santa's Village Hardware: 30x sandbags, 4x box hedges, faux snow
	Installation labor (3)	\$ 7,610	1	1.20	\$ 9,132	installation labor: 3 carpenters x 3 days, 1 painter x 1 days, expendables
	Strike labor (4)	\$ 4,450	1	1.20	\$ 5,340	strike labor & expenses: carpenters x 2 days, expendables
	AV Install Labor (5)	\$ 8,850	1	1.20	\$ 10,620	av install labor: lighting installation - flag poles, santa's village
	AV Strike Labor (6)	\$ 5,685	1	1.20	\$ 6,822	av strike labor: lighting removal - flag poles, santa's village
	AV Rentals (7)	\$ 10,110	1	1.20	\$ 12,132	flagpole festoon lighting, snowflake projection, lighting equip, r/t delivery
	Project Administration (8)	\$ 17,100	1	1.20	\$ 20,520	production labor, contingency (n/a), design, production mgmt, insurance
	Additions (9)		1	1.20	\$ -	included above
	Fabrication (10)		1	1.20	\$ -	City to provide from last season: train station façade, paint, clock
	Replacement Props (11)		1	1.20	\$ -	TBD - astro, picket fencing, electric heater, reindeer, lighting, dog, props
[13] Performances & Appearances					\$ 3,300	
	Mrs. Claus Appearances	\$ 55	6	10	\$ 3,300	Storytime with Mrs. Claus appearances
[14] Holiday Market					1,800	
	Railing / Barricade	\$ 20	18	5	\$ 1,800	3' sections
[15] Activities					\$ -	
	Removed Trackless Train	\$ 275	6		\$ -	NOT PROVIDED: trackless train operation estimate - 6hrs/day x days
[16] Operations					12,725	
	Activity staff	\$ 30.00	67.5	5	\$ 10,125	variable est payroll for event staff (village, rink entrance) @ \$30/hr
	Operations liability insurance	\$ 0.80	500	5	\$ 2,000	estimate special event insurance to operate activities at \$.80/participant
	Waiver Translation	\$ 600.00	1	1	\$ 600	translation of liability waiver into spanish, vietnamese
	Other				\$ 0	not included: container rental, etc.
[17] Production, Installation, Training, Transportation, Security					\$ 36,650	
	Enhancements installation crew	\$ 3,675	2	2	\$ 14,700	Support installation supervisors & labor (in/out) / warehouse
	Production Management fee	\$ 15,250	1	1	\$ 15,250	travel, legal & admin, prod for inst/removal/mntnc, forklifts/scissorlifts
	Electrical rentals & fees				\$ -	not included, host to provide electrical services and supplies
	Power for Event					City to provide - power & distro rental package for event power
	Hotel for install crew/mgr	\$ 150			\$ -	local - no load-in and load-out hotel
	Fencing for Mural & Security	\$ 2,500	1	1.20	\$ 3,000	763' (492') of fence w/windscreen & sandbags as per SoCal Industries
	Shipping & Trucking	\$ 1,850	1	2	\$ 3,700	estimated trucking/shipping equipment
	Security (Host)	\$ 37.50			\$ -	provided by host
F EVENT PRODUCTION EXPENSES - ALL OPTIONS					\$ 141,085	includes items listed in 11-17 totals above only

COMBINED ICE RINK & EVENT TOTAL EXPENSES:

COMBINED TOTAL D & F **\$ 567,426** combined total ice rink & event w/village

MARKETING & PROMOTIONS EXPENSES:

[18] Rocket Launch Marketing & Public Relations					\$ 135,138	
	Agency Service Fees	\$ 38,915	1	1.2	\$ 46,698	as per proposal: strategy, PR, ads, promo/commty, social, web, acct mgmt
	Ad Buying Services	\$ 50,000	1.09	1.2	\$ 65,400	advertising budget \$50K plus 9% agency fee, reconciled upon completion
	Graphic Design Services	\$ 10,000	1	1.2	\$ 12,000	estimated at \$10K plus \$125/hr, reconciled upon completion
	Photo/Video Shoot	\$ 4,200	1	1.2	\$ 5,040	estimate for photo/video shoots
	Sponsorship Sales/Mgmt	\$ 5,000	1	1.2	\$ 6,000	sponsorship fee plus 20% commission for all sales
G MARKETING & PROMOTIONS EXPENSES - ALL OPTIONS					\$ 135,138	includes items listed in 11-17 totals above only

COMBINED ICE RINK, EVENT, & MARKETING TOTAL EXPENSES:

COMBINED TOTAL F & G **\$ 702,564** combined total ice rink, event, & marketing

SEPARATE ITEM

CHRISTMAS TREE LIGHTING - PLAZA NAVIDENA (billed separately)					\$ 20,972	
	Joe Moller Services	17477	1	1.2	\$ 20,972	Services as listed on 111823 CSA Tree Lighting Budget v08_24

TERMS:

Please check all requested services and include signature below.
\$50,000 deposit due to reserve. Remainder of 50% balance due October 1, 2023. 50% due after opening.

Name: _____

Organization: _____

Signature: _____

Date: _____

DIRECT ALL INQUIRIES TO:

Scott Williams
tel: 310-323-776-9423
e-mail: swilliams@ice-america.com

MAKE ALL CHECKS PAYABLE TO:

Seaside Ice, LLC - dba Ice-America
Attn: Scott Williams
807 Sprucelake Drive
Harbor City, CA 90710

We also accept Visa, Mastercard for an additional fee

Legal: Estimate is subject to change. Lessee is responsible for any applicable state & local taxes that may be due.

*Estimated payroll hours billed at \$27.50 per hour