

**GENERAL SERVICES CONTRACT
CONTRACT NO. 0116-3130**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Sunco Productions, Inc., a Florida profit corporation ("Contractor").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. Contractor will provide as-needed Technical Director/ Stage Manager and Production Services as further described in Exhibit A, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract.

Section 2. Pre-Authorization Required. This Contract, in and of itself, does not authorize or require the Contractor to perform any services or provide payment for services rendered by the Contractor. No services will be provided under this Contract, and no payment obligation will arise for performance of services, except when specifically authorized by City purchase order issued in accordance with the City's procurement policies. No purchase order issued may alter the terms and conditions of this Contract. In case of a conflict with a purchase order this Contract will govern. The purchase order may provide more detailed parameters for the services to be provided, such as deliverables, deadlines, etc, consistent with the provisions of this Contract.

Section 3. Compensation.

(a) For the services provided under this Contract, City will pay Contractor Fees based upon the Fee/ Rate Schedule attached hereto as Exhibit B.

(b) In addition to the Fees provided above, the City shall reimburse Contractor for Contractor's direct cost of renting certain equipment which Contractor is obligated to rent on the City's behalf as described in Exhibit A.

As to rental equipment Contractor shall be required to submit documentation further described in Exhibit A as part of Contractor's invoice for such reimbursement. Alternatively, the City may in its sole discretion may elect to pay the equipment vendor directly for the equipment rented. The Fees described herein will be Contractor's sole compensation for the services to be provided.

(c) Except as specifically provided in Subsection (b), above, Contractor will be responsible for all costs of performing as required by this Contract.

Section 4. Billing; Manner of Payment. Contractor may submit separate invoices for each purchase order. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 14 days after receipt of a valid invoice or receipt of goods or service, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are due upon completion of specific tasks, or where payments are based on hourly rates. In addition, where payment of reimbursable expenses is specifically provided for, an invoice for such expenses will not be valid unless sufficient documentation is provided to verify that such expenses were incurred and that other conditions have been met.

(c) If an invoice submitted by Contractor is not valid, within 30 days after receipt the City will provide notice to the Contractor identifying the deficiencies.

(d) All payments made by City to Contractor will be by check made out to: SUNCO PRODUCTIONS, INC. P.O. Box 289, Daytona Beach, Florida 32115-0289.

Section 5. Standard of Performance. Contractor's services will at a minimum meet the level care and skill ordinarily used by members of Contractor's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the City and Contractor. Contractor is an independent contractor of the City and will be in control of the means and the method in which the requested work is performed. As an independent contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Contractor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Documents and Records.

(a) All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by Contractor during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

(b) To the extent applicable, Contractor will comply with the requirements of Florida Statutes Section 119.0701, which may include the following:

(1) Keeping and maintaining public records that the City requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the City, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONTRACTOR fails to transfer such records to the City.

(4) Upon completion of this Contract, keep and maintain public records required by the City to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the City upon request from the City Clerk, in a format that is compatible with the City's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK OF THE CITY, AS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

Nothing herein will be deemed to waive Contractor's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

Section 8. Effective Date and Term. The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is five years, commencing on the Effective Date. The City will have the option to renew this Contract for up to one Term of five years, by providing Contractor written notice at least 60 days before the end of the current Term.

If this Contract terminates at a time when Contractor is providing or is scheduled to provide service under an existing purchase order, each such purchase order will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Contractor's material breach after notifying Contractor to suspend such services as provided below.

Section 9. Termination.

(a) The City may by written notice to Contractor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Contractor to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Contractor at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to Contractor's material breach of its contractual obligations, City must provide Contractor prior written notice, specifying the breach and demanding Contractor remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if Contractor fails to remedy the material breach within the period described in the City's notice of breach.

In either instance described above, upon termination Contractor will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by Contractor in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, Contractor will be paid compensation for authorized services performed to the date of termination. If termination is due to Contractor's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Contractor will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Contractor's failure to fulfill contractual obligations it is judicially determined by a court of law that the Contractor had not so failed, the termination will be conclusively deemed to have been effected for the City's convenience. In such event, adjustment in payment to Contractor will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 10. Suspension of Services. If the notice of material breach issued by the City pursuant to the preceding Section so directs, Contractor will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 11. Indemnification. Contractor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, or Contractor's officers, employees, or agents, including subcontractors and other persons hired by Contractor in the performance of this Contract.

Section 12. Insurance. Contractor will provide and maintain at Contractor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Contractor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If Contractor wishes to claim an exemption from worker's compensation insurance requirements, Contractor will notify the Risk Manager in writing on Contractor's official letterhead.

(2) Commercial general liability coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the work. THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE City AS AN ADDITIONAL INSURED. The limit of liability will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$1,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(b) Proof of Insurance. Contractor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Contractor will not commence work until all proof of such insurance has been filed with and approved by the City. Contractor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates. The certificates will also contain the following language as to cancellation:

"In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:

Risk Manager
The City of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32115-2451"

If requested by the City, Contractor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) Cancellation; Replacement Required. Contractor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Contractor's prior knowledge Contractor will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right or replace the canceled policy at Contractor's expense of Contractor fails to do so.

(d) Termination of Insurance. Contractor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Contractor has received written notification from the Risk Management Division of the City that Contractor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Contractor if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. Contractor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Contractor's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Contractor's failure to obtain insurance coverage.

Contractor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Contractor that does not meet the requirements of this Contract.

Section 13. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:

Helen Riger, Cultural Services Director
The City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, FL 32114

To Contractor:

Don Steadman
Sunco Productions, Inc.
600 Auditorium Boulevard
Daytona Beach, FL 32118

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 14. Personnel. Contractor represents that Contractor has or will secure at Contractor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. City's Responsibilities. The City agrees to make available for review and use by the Contractor, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Contractor to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers. Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Contractor, will be construed to operate as a waiver of the City's rights under this Contract. Contractor will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Contractor's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 17. Dispute Resolution. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is

to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 18. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the City's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, Contractor will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Contractor.

(d) Truth in Negotiations Certificate. Contractor hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of Contractor's services under this Contract.

(f) Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Contractor agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Contractor agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for

performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind Contractor. The undersigned representative of Contractor represents and warrants the he or she is fully authorized to bind Contractor to the terms and conditions of this Contract.

(n) Incorporation of RFP and Proposal. The City's Request for Proposals 0116-3130, and the Contractor's responsive proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

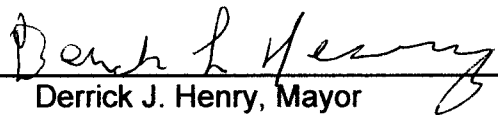
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(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

The City

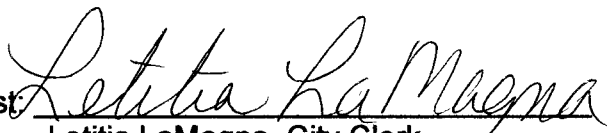
Contractor

By: 
Derrick J. Henry, Mayor

By: 
Printed Name: DON STEADMAN

Date: 1-17-18

Title: PRESIDENT
Date: 01/04/2018

Attest: 
Letitia LaMagna, City Clerk

Approved as to legal form:

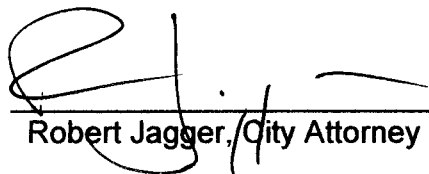
By: 
Robert Jagger, City Attorney

EXHIBIT A: Scope of Services

1. For purposes herein, "Performance Venue" means the Oceanfront Bandshell, the Peabody Auditorium, Daisy Stocking Park, Municipal Stadium; and any other City park or facility involving entertainment/public performances, including during special events.

2. At the request of the City, the Contractor will provide Technical Director/Stage Manager and Production Services as outlined herein for both City-produced events and third-party produced events held at a Performance Venue listed above. These services include the following:

a. For City-produced events, reviewing draft proposals for performance submitted by the artist or producer as to technical requirements.

(1) Contractor will provide cost estimates for all equipment that must be acquired for the performance as proposed, and for all personnel needed to install, maintain, and operate the equipment, such as lighting technicians, stagehands, and supervisory staff. These cost estimates will be provided within two weeks of receiving the draft proposal from the City. Cost estimates will include all staff and equipment anticipated for installation, rehearsals, performances, and removal of equipment.

(2) In addition to providing the information above, when requested by the City Contractor will on behalf of the City attempt to negotiate changes in all cost items associated with the technical requirements in order to achieve cost- and technical feasibility. The City reserves authority to approve any final performance contract, including as to technical requirements.

b. For all events requiring the City to provide technical equipment, such as lighting, scaffolding, sound equipment, or temporary stages or fencing, not available from the City, at the City's request Contractor will obtain such equipment.

(1) Whenever possible, Contractor will rent the equipment from a commercial vendor. Contractor will solicit competitive quotes from at least three vendors whenever there is reasonable time to do so. Contractor will rent the equipment from the vendor submitting the lowest and best bid, whenever quotes have been solicited. Contractor will be entitled to reimbursement from the City for the actual rental costs in accordance with the billing procedures established by the Contract, or if agreed to by Contractor and the City the City may elect to pay the equipment vendor directly.

(2) The City's designated representative and Contractor may from time to time agree to the use of equipment owned by Contractor to fulfill the obligations herein. As compensation for use of such equipment, Contractor will have an office space within the Peabody Auditorium; and if space is available, the right to store some or all of Contractor's equipment at the Peabody Auditorium. The City will not be responsible for non-City-owned equipment stored on City property, nor will the City be held liable for any misuse, vandalism, theft, or other destruction of Contractor-owned equipment while not in use.

(3) Contractor will supervise the installation of all equipment brought in to the venue for the performance, including rental equipment. Contractor will also supervise the maintenance and (to the extent that the City is required to do so by the performance contract) operation of all technical equipment used for the performance.

(4) Following the completion of the performance, Contractor will restore the house, stage, and backstage areas at the venue a condition equal to or better than the previous, existing condition.

Contractor's services will not include chauffeuring any entertainment acts.

3. Contractor will be responsible for employing sufficient personnel needed to meet the foregoing requirements. Contractor may retain subcontractors for all or some of its services; provided, that the City will have the right to review and approve or reject all proposed subcontractors prior to Contractor's commencement of service under a specific purchase order.

4. Contractor will be responsible for ensuring that all personnel provided by Contractor, comply with the requirements of the performance contract. Contractor may at Contractor's sole cost provide meals, snacks, and beverages for its personnel.

5. Upon request, Contractor will open and close/lock the facility where the performance is held. Contractor will turn on/off any alarm when arriving or departing.

6. Contractor will provide a designated representative to serve as the Stage Manager, whose primary function will be to coordinate between City personnel, the performer's representative, and where applicable facility licensees. The Stage Manager must be neatly attired and groomed, and at all times act in a courteous manner that positively reflects on the City and the Performance Venue. The Stage Manager will also at times have a cell phone for purposes of emergency communications relating to the performance.

7. For events at the Bandshell or Peabody Auditorium, Contractor will clear all vehicles driven by Contractor's personnel their staff or subcontractors from the facility (including, for the Peabody the valet lots) by 3:00 pm the day of the performance. Contractor will at Contractor's cost secure offsite parking which does not interfere with patrons parking for the performance.

8. Contractor must comply with the City's security procedures in accessing the Peabody Auditorium.

9. Third Party Events: The CONTRACTOR charges an Administration fee of 15% of the hourly rate for third party events. The CONTRACTOR agrees to pay the CITY 7% of the original hourly rate and to provide said payment within 14 days of the final performance.

EXHIBIT B: Fee Schedule

RATE SCHEDULE FOR YEAR 1

EXHIBIT B: FEE SCHEDULE

I. GENERAL LABOR RATES FOR CITY PRODUCTIONS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	3% Admin	Billable Rate	Hourly Rate	25% W/C	3% Admin	Billable Rate
Technical Director	\$ 20.00	\$ 5.00	\$ 0.60	\$ 25.60	\$ 30.00	\$ 7.50	\$ 0.90	\$ 38.40
Head Electrician	\$ 19.00	\$ 4.75	\$ 0.57	\$ 24.32	\$ 28.50	\$ 7.13	\$ 0.86	\$ 36.48
Audio Engineers	\$ 19.00	\$ 4.75	\$ 0.57	\$ 24.32	\$ 28.50	\$ 7.13	\$ 0.86	\$ 36.48
Head Carpenter	\$ 17.50	\$ 4.38	\$ 0.53	\$ 22.40	\$ 26.25	\$ 6.56	\$ 0.79	\$ 33.60
Head Props	\$ 17.50	\$ 4.38	\$ 0.53	\$ 22.40	\$ 26.25	\$ 6.56	\$ 0.79	\$ 33.60
Wardrobe Manager	\$ 20.00	\$ 5.00	\$ 0.60	\$ 25.60	\$ 30.00	\$ 7.50	\$ 0.90	\$ 38.40
Riggers (Up/Down Certified)	\$ 23.00	\$ 5.75	\$ 0.69	\$ 29.44	\$ 34.50	\$ 8.63	\$ 1.04	\$ 44.16
Stagehands	\$ 17.00	\$ 4.25	\$ 0.51	\$ 21.76	\$ 25.50	\$ 6.38	\$ 0.77	\$ 32.64
Spot Operators	\$ 17.00	\$ 4.25	\$ 0.51	\$ 21.76	\$ 25.50	\$ 6.38	\$ 0.77	\$ 32.64
Forklift Operators (Certified)	\$ 17.00	\$ 4.25	\$ 0.51	\$ 21.76	\$ 25.50	\$ 6.38	\$ 0.77	\$ 32.64
Truckloaders	\$ 17.00	\$ 4.25	\$ 0.51	\$ 21.76	\$ 25.50	\$ 6.38	\$ 0.77	\$ 32.64
Runners (Car provided)	\$ 16.00	\$ 4.00	\$ 0.48	\$ 20.48	\$ 24.00	\$ 6.00	\$ 0.72	\$ 30.72

II. GENERAL LABOR RATES FOR THIRD PARTY EVENTS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	15% Admin	Billable Rate	Hourly Rate	25% W/C	15% Admin	Billable Rate
Technical Director	\$ 22.00	\$ 5.50	\$ 3.30	\$ 30.80	\$ 33.00	\$ 8.25	\$ 4.95	\$ 46.20
Head Electrician	\$ 21.00	\$ 5.25	\$ 3.15	\$ 29.40	\$ 31.50	\$ 7.88	\$ 4.73	\$ 44.10
Audio Engineers	\$ 21.00	\$ 5.25	\$ 3.15	\$ 29.40	\$ 31.50	\$ 7.88	\$ 4.73	\$ 44.10
Head Carpenter	\$ 21.00	\$ 5.25	\$ 3.15	\$ 29.40	\$ 31.50	\$ 7.88	\$ 4.73	\$ 44.10
Head Props	\$ 21.00	\$ 5.25	\$ 3.15	\$ 29.40	\$ 31.50	\$ 7.88	\$ 4.73	\$ 44.10
Wardrobe Manager	\$ 21.00	\$ 5.25	\$ 3.15	\$ 29.40	\$ 31.50	\$ 7.88	\$ 4.73	\$ 44.10
Riggers (Up/Down Certified)	\$ 23.00	\$ 5.75	\$ 3.45	\$ 32.20	\$ 34.50	\$ 8.63	\$ 5.18	\$ 48.30
Stagehands	\$ 20.00	\$ 5.00	\$ 3.00	\$ 28.00	\$ 30.00	\$ 7.50	\$ 4.50	\$ 42.00
Spot Operators	\$ 20.00	\$ 5.00	\$ 3.00	\$ 28.00	\$ 30.00	\$ 7.50	\$ 4.50	\$ 42.00
Forklift Operators (Certified)	\$ 20.00	\$ 5.00	\$ 3.00	\$ 28.00	\$ 30.00	\$ 7.50	\$ 4.50	\$ 42.00
Truckloaders	\$ 20.00	\$ 5.00	\$ 3.00	\$ 28.00	\$ 30.00	\$ 7.50	\$ 4.50	\$ 42.00
Runners (Car provided)	\$ 17.00	\$ 4.25	\$ 2.55	\$ 23.80	\$ 25.50	\$ 6.38	\$ 3.83	\$ 35.70

III. RATE ADJUSTMENTS

- a. Rates will be subject to a four-hour minimum on all the original calls (In/ Performance / Out).
The four-hour minimum applies to performances but not rehearsals.
- b. Overtime Rates of 1.5 times the general rate apply for (i) personnel who work over eight hours on any of the separate calls, (ii) Personnel who work between the hours of 12am and 7am.
- c. Holiday Pay equal 1.5 times the general rate listed will apply for work performed on the following legal holidays:
New Years day, Independence Day, Easter, Martin Luther King, Labor Day, Thanksgiving, and Christmas.

RATE SCHEDULE FOR YEAR 2
CITY PRODUCTIONS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	3% Admin	Billable Rate	Hourly Rate	25% W/C	3% Admin	Billable Rate
Technical Director	\$ 20.50	\$ 5.13	\$ 0.62	\$ 26.24	\$ 30.75	\$ 7.69	\$ 0.92	\$ 39.36
Head Electrician	\$ 19.50	\$ 4.88	\$ 0.59	\$ 24.96	\$ 29.25	\$ 7.31	\$ 0.88	\$ 37.44
Audio Engineers	\$ 19.50	\$ 4.88	\$ 0.59	\$ 24.96	\$ 29.25	\$ 7.31	\$ 0.88	\$ 37.44
Head Carpenter	\$ 18.00	\$ 4.50	\$ 0.54	\$ 23.04	\$ 27.00	\$ 6.75	\$ 0.81	\$ 34.56
Head Props	\$ 18.00	\$ 4.50	\$ 0.54	\$ 23.04	\$ 27.00	\$ 6.75	\$ 0.81	\$ 34.56
Wardrobe Manager	\$ 20.50	\$ 5.13	\$ 0.62	\$ 26.24	\$ 30.75	\$ 7.69	\$ 0.92	\$ 39.36
Riggers (Up/Down Certified)	\$ 23.50	\$ 5.88	\$ 0.71	\$ 30.08	\$ 35.25	\$ 8.81	\$ 1.06	\$ 45.12
Stagehands	\$ 17.50	\$ 4.38	\$ 0.53	\$ 22.40	\$ 26.25	\$ 6.56	\$ 0.79	\$ 33.60
Spot Operators	\$ 17.50	\$ 4.38	\$ 0.53	\$ 22.40	\$ 26.25	\$ 6.56	\$ 0.79	\$ 33.60
Forklift Operators (Certified)	\$ 17.50	\$ 4.38	\$ 0.53	\$ 22.40	\$ 26.25	\$ 6.56	\$ 0.79	\$ 33.60
Truckloaders	\$ 17.50	\$ 4.38	\$ 0.53	\$ 22.40	\$ 26.25	\$ 6.56	\$ 0.79	\$ 33.60
Runners (Car provided)	\$ 16.50	\$ 4.13	\$ 0.50	\$ 21.12	\$ 24.75	\$ 6.19	\$ 0.74	\$ 31.68

THIRD PARTY EVENTS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	15% Admin	Billable Rate	Hourly Rate	25% W/C	15% Admin	Billable Rate
Technical Director	\$ 22.50	\$ 5.63	\$ 3.38	\$ 31.50	\$ 33.75	\$ 8.44	\$ 5.06	\$ 47.25
Head Electrician	\$ 21.50	\$ 5.38	\$ 3.23	\$ 30.10	\$ 32.25	\$ 8.06	\$ 4.84	\$ 45.15
Audio Engineers	\$ 21.50	\$ 5.38	\$ 3.23	\$ 30.10	\$ 32.25	\$ 8.06	\$ 4.84	\$ 45.15
Head Carpenter	\$ 21.50	\$ 5.38	\$ 3.23	\$ 30.10	\$ 32.25	\$ 8.06	\$ 4.84	\$ 45.15
Head Props	\$ 21.50	\$ 5.38	\$ 3.23	\$ 30.10	\$ 32.25	\$ 8.06	\$ 4.84	\$ 45.15
Wardrobe Manager	\$ 21.50	\$ 5.38	\$ 3.23	\$ 30.10	\$ 32.25	\$ 8.06	\$ 4.84	\$ 45.15
Riggers (Up/Down Certified)	\$ 23.50	\$ 5.88	\$ 3.53	\$ 32.90	\$ 35.25	\$ 8.81	\$ 5.29	\$ 49.35
Stagehands	\$ 20.50	\$ 5.13	\$ 3.08	\$ 28.70	\$ 30.75	\$ 7.69	\$ 4.61	\$ 43.05
Spot Operators	\$ 20.50	\$ 5.13	\$ 3.08	\$ 28.70	\$ 30.75	\$ 7.69	\$ 4.61	\$ 43.05
Forklift Operators (Certified)	\$ 20.50	\$ 5.13	\$ 3.08	\$ 28.70	\$ 30.75	\$ 7.69	\$ 4.61	\$ 43.05
Truckloaders	\$ 20.50	\$ 5.13	\$ 3.08	\$ 28.70	\$ 30.75	\$ 7.69	\$ 4.61	\$ 43.05
Runners (Car provided)	\$ 17.50	\$ 4.38	\$ 2.63	\$ 24.50	\$ 26.25	\$ 6.56	\$ 3.94	\$ 36.75

RATE SCHEDULE FOR YEAR 3
CITY PRODUCTIONS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	3% Admin	Billable Rate	Hourly Rate	25% W/C	3% Admin	Billable Rate
Technical Director	\$ 21.00	\$ 5.25	\$ 0.63	\$ 26.88	\$ 31.50	\$ 7.88	\$ 0.95	\$ 40.32
Head Electrician	\$ 20.00	\$ 5.00	\$ 0.60	\$ 25.60	\$ 30.00	\$ 7.50	\$ 0.90	\$ 38.40
Audio Engineers	\$ 20.00	\$ 5.00	\$ 0.60	\$ 25.60	\$ 30.00	\$ 7.50	\$ 0.90	\$ 38.40
Head Carpenter	\$ 18.50	\$ 4.63	\$ 0.56	\$ 23.68	\$ 27.75	\$ 6.94	\$ 0.83	\$ 35.52
Head Props	\$ 18.50	\$ 4.63	\$ 0.56	\$ 23.68	\$ 27.75	\$ 6.94	\$ 0.83	\$ 35.52
Wardrobe Manager	\$ 21.00	\$ 5.25	\$ 0.63	\$ 26.88	\$ 31.50	\$ 7.88	\$ 0.95	\$ 40.32
Riggers (Up/Down Certified)	\$ 24.00	\$ 6.00	\$ 0.72	\$ 30.72	\$ 36.00	\$ 9.00	\$ 1.08	\$ 46.08
Stagehands	\$ 18.00	\$ 4.50	\$ 0.54	\$ 23.04	\$ 27.00	\$ 6.75	\$ 0.81	\$ 34.56
Spot Operators	\$ 18.00	\$ 4.50	\$ 0.54	\$ 23.04	\$ 27.00	\$ 6.75	\$ 0.81	\$ 34.56
Forklift Operators (Certified)	\$ 18.00	\$ 4.50	\$ 0.54	\$ 23.04	\$ 27.00	\$ 6.75	\$ 0.81	\$ 34.56
Truckloaders	\$ 18.00	\$ 4.50	\$ 0.54	\$ 23.04	\$ 27.00	\$ 6.75	\$ 0.81	\$ 34.56
Runners (Car provided)	\$ 17.00	\$ 4.25	\$ 0.51	\$ 21.76	\$ 25.50	\$ 6.38	\$ 0.77	\$ 32.64

THIRD PARTY EVENTS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	15% Admin	Billable Rate	Hourly Rate	25% W/C	15% Admin	Billable Rate
Technical Director	\$ 23.00	\$ 5.75	\$ 3.45	\$ 32.20	\$ 34.50	\$ 8.63	\$ 5.18	\$ 48.30
Head Electrician	\$ 22.00	\$ 5.50	\$ 3.30	\$ 30.80	\$ 33.00	\$ 8.25	\$ 4.95	\$ 46.20
Audio Engineers	\$ 22.00	\$ 5.50	\$ 3.30	\$ 30.80	\$ 33.00	\$ 8.25	\$ 4.95	\$ 46.20
Head Carpenter	\$ 22.00	\$ 5.50	\$ 3.30	\$ 30.80	\$ 33.00	\$ 8.25	\$ 4.95	\$ 46.20
Head Props	\$ 22.00	\$ 5.50	\$ 3.30	\$ 30.80	\$ 33.00	\$ 8.25	\$ 4.95	\$ 46.20
Wardrobe Manager	\$ 22.00	\$ 5.50	\$ 3.30	\$ 30.80	\$ 33.00	\$ 8.25	\$ 4.95	\$ 46.20
Riggers (Up/Down Certified)	\$ 24.00	\$ 6.00	\$ 3.60	\$ 33.60	\$ 36.00	\$ 9.00	\$ 5.40	\$ 50.40
Stagehands	\$ 21.00	\$ 5.25	\$ 3.15	\$ 29.40	\$ 31.50	\$ 7.88	\$ 4.73	\$ 44.10
Spot Operators	\$ 21.00	\$ 5.25	\$ 3.15	\$ 29.40	\$ 31.50	\$ 7.88	\$ 4.73	\$ 44.10
Forklift Operators (Certified)	\$ 21.00	\$ 5.25	\$ 3.15	\$ 29.40	\$ 31.50	\$ 7.88	\$ 4.73	\$ 44.10
Truckloaders	\$ 21.00	\$ 5.25	\$ 3.15	\$ 29.40	\$ 31.50	\$ 7.88	\$ 4.73	\$ 44.10
Runners (Car provided)	\$ 18.00	\$ 4.50	\$ 2.70	\$ 25.20	\$ 27.00	\$ 6.75	\$ 4.05	\$ 37.80

RATE SCHEDULE FOR YEAR 4
CITY PRODUCTIONS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	3% Admin	Billable Rate	Hourly Rate	25% W/C	3% Admin	Billable Rate
Technical Director	\$ 21.50	\$ 5.38	\$ 0.65	\$ 27.52	\$ 32.25	\$ 8.06	\$ 0.97	\$ 41.28
Head Electrician	\$ 20.50	\$ 5.13	\$ 0.62	\$ 26.24	\$ 30.75	\$ 7.69	\$ 0.92	\$ 39.36
Audio Engineers	\$ 20.50	\$ 5.13	\$ 0.62	\$ 26.24	\$ 30.75	\$ 7.69	\$ 0.92	\$ 39.36
Head Carpenter	\$ 19.00	\$ 4.75	\$ 0.57	\$ 24.32	\$ 28.50	\$ 7.13	\$ 0.86	\$ 36.48
Head Props	\$ 19.00	\$ 4.75	\$ 0.57	\$ 24.32	\$ 28.50	\$ 7.13	\$ 0.86	\$ 36.48
Wardrobe Manager	\$ 21.50	\$ 5.38	\$ 0.65	\$ 27.52	\$ 32.25	\$ 8.06	\$ 0.97	\$ 41.28
Riggers (Up/Down Certified)	\$ 24.50	\$ 6.13	\$ 0.74	\$ 31.36	\$ 36.75	\$ 9.19	\$ 1.10	\$ 47.04
Stagehands	\$ 18.50	\$ 4.63	\$ 0.56	\$ 23.68	\$ 27.75	\$ 6.94	\$ 0.83	\$ 35.52
Spot Operators	\$ 18.50	\$ 4.63	\$ 0.56	\$ 23.68	\$ 27.75	\$ 6.94	\$ 0.83	\$ 35.52
Forklift Operators (Certified)	\$ 18.50	\$ 4.63	\$ 0.56	\$ 23.68	\$ 27.75	\$ 6.94	\$ 0.83	\$ 35.52
Truckloaders	\$ 18.50	\$ 4.63	\$ 0.56	\$ 23.68	\$ 27.75	\$ 6.94	\$ 0.83	\$ 35.52
Runners (Car provided)	\$ 17.50	\$ 4.38	\$ 0.53	\$ 22.40	\$ 26.25	\$ 6.56	\$ 0.79	\$ 33.60

THIRD PARTY EVENTS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	15% Admin	Billable Rate	Hourly Rate	25% W/C	15% Admin	Billable Rate
Technical Director	\$ 23.50	\$ 5.88	\$ 3.53	\$ 32.90	\$ 35.25	\$ 8.81	\$ 5.29	\$ 49.35
Head Electrician	\$ 22.50	\$ 5.63	\$ 3.38	\$ 31.50	\$ 33.75	\$ 8.44	\$ 5.06	\$ 47.25
Audio Engineers	\$ 22.50	\$ 5.63	\$ 3.38	\$ 31.50	\$ 33.75	\$ 8.44	\$ 5.06	\$ 47.25
Head Carpenter	\$ 22.50	\$ 5.63	\$ 3.38	\$ 31.50	\$ 33.75	\$ 8.44	\$ 5.06	\$ 47.25
Head Props	\$ 22.50	\$ 5.63	\$ 3.38	\$ 31.50	\$ 33.75	\$ 8.44	\$ 5.06	\$ 47.25
Wardrobe Manager	\$ 22.50	\$ 5.63	\$ 3.38	\$ 31.50	\$ 33.75	\$ 8.44	\$ 5.06	\$ 47.25
Riggers (Up/Down Certified)	\$ 24.50	\$ 6.13	\$ 3.68	\$ 34.30	\$ 36.75	\$ 9.19	\$ 5.51	\$ 51.45
Stagehands	\$ 21.50	\$ 5.38	\$ 3.23	\$ 30.10	\$ 32.25	\$ 8.06	\$ 4.84	\$ 45.15
Spot Operators	\$ 21.50	\$ 5.38	\$ 3.23	\$ 30.10	\$ 32.25	\$ 8.06	\$ 4.84	\$ 45.15
Forklift Operators (Certified)	\$ 21.50	\$ 5.38	\$ 3.23	\$ 30.10	\$ 32.25	\$ 8.06	\$ 4.84	\$ 45.15
Truckloaders	\$ 21.50	\$ 5.38	\$ 3.23	\$ 30.10	\$ 32.25	\$ 8.06	\$ 4.84	\$ 45.15
Runners (Car provided)	\$ 18.50	\$ 4.63	\$ 2.78	\$ 25.90	\$ 27.75	\$ 6.94	\$ 4.16	\$ 38.85

RATE SCHEDULE FOR YEAR 5
CITY PRODUCTIONS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	3% Admin	Billable Rate	Hourly Rate	25% W/C	3% Admin	Billable Rate
Technical Director	\$ 22.00	\$ 5.50	\$ 0.66	\$ 28.16	\$ 33.00	\$ 8.25	\$ 0.99	\$ 42.24
Head Electrician	\$ 21.00	\$ 5.25	\$ 0.63	\$ 26.88	\$ 31.50	\$ 7.88	\$ 0.95	\$ 40.32
Audio Engineers	\$ 21.00	\$ 5.25	\$ 0.63	\$ 26.88	\$ 31.50	\$ 7.88	\$ 0.95	\$ 40.32
Head Carpenter	\$ 19.50	\$ 4.88	\$ 0.59	\$ 24.96	\$ 29.25	\$ 7.31	\$ 0.88	\$ 37.44
Head Props	\$ 19.50	\$ 4.88	\$ 0.59	\$ 24.96	\$ 29.25	\$ 7.31	\$ 0.88	\$ 37.44
Wardrobe Manager	\$ 22.00	\$ 5.50	\$ 0.66	\$ 28.16	\$ 33.00	\$ 8.25	\$ 0.99	\$ 42.24
Riggers (Up/Down Certified)	\$ 25.00	\$ 6.25	\$ 0.75	\$ 32.00	\$ 37.50	\$ 9.38	\$ 1.13	\$ 48.00
Stagehands	\$ 19.00	\$ 4.75	\$ 0.57	\$ 24.32	\$ 28.50	\$ 7.13	\$ 0.86	\$ 36.48
Spot Operators	\$ 19.00	\$ 4.75	\$ 0.57	\$ 24.32	\$ 28.50	\$ 7.13	\$ 0.86	\$ 36.48
Forklift Operators (Certified)	\$ 19.00	\$ 4.75	\$ 0.57	\$ 24.32	\$ 28.50	\$ 7.13	\$ 0.86	\$ 36.48
Truckloaders	\$ 19.00	\$ 4.75	\$ 0.57	\$ 24.32	\$ 28.50	\$ 7.13	\$ 0.86	\$ 36.48
Runners (Car provided)	\$ 18.00	\$ 4.50	\$ 0.54	\$ 23.04	\$ 27.00	\$ 6.75	\$ 0.81	\$ 34.56

THIRD PARTY EVENTS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	15% Admin	Billable Rate	Hourly Rate	25% W/C	15% Admin	Billable Rate
Technical Director	\$ 24.00	\$ 6.00	\$ 3.60	\$ 33.60	\$ 36.00	\$ 9.00	\$ 5.40	\$ 50.40
Head Electrician	\$ 23.00	\$ 5.75	\$ 3.45	\$ 32.20	\$ 34.50	\$ 8.63	\$ 5.18	\$ 48.30
Audio Engineers	\$ 23.00	\$ 5.75	\$ 3.45	\$ 32.20	\$ 34.50	\$ 8.63	\$ 5.18	\$ 48.30
Head Carpenter	\$ 23.00	\$ 5.75	\$ 3.45	\$ 32.20	\$ 34.50	\$ 8.63	\$ 5.18	\$ 48.30
Head Props	\$ 23.00	\$ 5.75	\$ 3.45	\$ 32.20	\$ 34.50	\$ 8.63	\$ 5.18	\$ 48.30
Wardrobe Manager	\$ 23.00	\$ 5.75	\$ 3.45	\$ 32.20	\$ 34.50	\$ 8.63	\$ 5.18	\$ 48.30
Riggers (Up/Down Certified)	\$ 25.00	\$ 6.25	\$ 3.75	\$ 35.00	\$ 37.50	\$ 9.38	\$ 5.63	\$ 52.50
Stagehands	\$ 22.00	\$ 5.50	\$ 3.30	\$ 30.80	\$ 33.00	\$ 8.25	\$ 4.95	\$ 46.20
Spot Operators	\$ 22.00	\$ 5.50	\$ 3.30	\$ 30.80	\$ 33.00	\$ 8.25	\$ 4.95	\$ 46.20
Forklift Operators (Certified)	\$ 22.00	\$ 5.50	\$ 3.30	\$ 30.80	\$ 33.00	\$ 8.25	\$ 4.95	\$ 46.20
Truckloaders	\$ 22.00	\$ 5.50	\$ 3.30	\$ 30.80	\$ 33.00	\$ 8.25	\$ 4.95	\$ 46.20
Runners (Car provided)	\$ 19.00	\$ 4.75	\$ 2.85	\$ 26.60	\$ 28.50	\$ 7.13	\$ 4.28	\$ 39.90

RATE SCHEDULE FOR YEAR 6 (OPTIONAL)

CITY PRODUCTIONS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	3% Admin	Billable Rate	Hourly Rate	25% W/C	3% Admin	Billable Rate
Technical Director	\$ 22.50	\$ 5.63	\$ 0.68	\$ 28.80	\$ 33.75	\$ 8.44	\$ 1.01	\$ 43.20
Head Electrician	\$ 21.50	\$ 5.38	\$ 0.65	\$ 27.52	\$ 32.25	\$ 8.06	\$ 0.97	\$ 41.28
Audio Engineers	\$ 21.50	\$ 5.38	\$ 0.65	\$ 27.52	\$ 32.25	\$ 8.06	\$ 0.97	\$ 41.28
Head Carpenter	\$ 20.00	\$ 5.00	\$ 0.60	\$ 25.60	\$ 30.00	\$ 7.50	\$ 0.90	\$ 38.40
Head Props	\$ 20.00	\$ 5.00	\$ 0.60	\$ 25.60	\$ 30.00	\$ 7.50	\$ 0.90	\$ 38.40
Wardrobe Manager	\$ 22.50	\$ 5.63	\$ 0.68	\$ 28.80	\$ 33.75	\$ 8.44	\$ 1.01	\$ 43.20
Riggers (Up/Down Certified)	\$ 25.50	\$ 6.38	\$ 0.77	\$ 32.64	\$ 38.25	\$ 9.56	\$ 1.15	\$ 48.96
Stagehands	\$ 19.50	\$ 4.88	\$ 0.59	\$ 24.96	\$ 29.25	\$ 7.31	\$ 0.88	\$ 37.44
Spot Operators	\$ 19.50	\$ 4.88	\$ 0.59	\$ 24.96	\$ 29.25	\$ 7.31	\$ 0.88	\$ 37.44
Forklift Operators (Certified)	\$ 19.50	\$ 4.88	\$ 0.59	\$ 24.96	\$ 29.25	\$ 7.31	\$ 0.88	\$ 37.44
Truckloaders	\$ 19.50	\$ 4.88	\$ 0.59	\$ 24.96	\$ 29.25	\$ 7.31	\$ 0.88	\$ 37.44
Runners (Car provided)	\$ 18.50	\$ 4.63	\$ 0.56	\$ 23.68	\$ 27.75	\$ 6.94	\$ 0.83	\$ 35.52

THIRD PARTY EVENTS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	15% Admin	Billable Rate	Hourly Rate	25% W/C	15% Admin	Billable Rate
Technical Director	\$ 24.50	\$ 6.13	\$ 3.68	\$ 34.30	\$ 36.75	\$ 9.19	\$ 5.51	\$ 51.45
Head Electrician	\$ 23.50	\$ 5.88	\$ 3.53	\$ 32.90	\$ 35.25	\$ 8.81	\$ 5.29	\$ 49.35
Audio Engineers	\$ 23.50	\$ 5.88	\$ 3.53	\$ 32.90	\$ 35.25	\$ 8.81	\$ 5.29	\$ 49.35
Head Carpenter	\$ 23.50	\$ 5.88	\$ 3.53	\$ 32.90	\$ 35.25	\$ 8.81	\$ 5.29	\$ 49.35
Head Props	\$ 23.50	\$ 5.88	\$ 3.53	\$ 32.90	\$ 35.25	\$ 8.81	\$ 5.29	\$ 49.35
Wardrobe Manager	\$ 23.50	\$ 5.88	\$ 3.53	\$ 32.90	\$ 35.25	\$ 8.81	\$ 5.29	\$ 49.35
Riggers (Up/Down Certified)	\$ 25.50	\$ 6.38	\$ 3.83	\$ 35.70	\$ 38.25	\$ 9.56	\$ 5.74	\$ 53.55
Stagehands	\$ 22.50	\$ 5.63	\$ 3.38	\$ 31.50	\$ 33.75	\$ 8.44	\$ 5.06	\$ 47.25
Spot Operators	\$ 22.50	\$ 5.63	\$ 3.38	\$ 31.50	\$ 33.75	\$ 8.44	\$ 5.06	\$ 47.25
Forklift Operators (Certified)	\$ 22.50	\$ 5.63	\$ 3.38	\$ 31.50	\$ 33.75	\$ 8.44	\$ 5.06	\$ 47.25
Truckloaders	\$ 22.50	\$ 5.63	\$ 3.38	\$ 31.50	\$ 33.75	\$ 8.44	\$ 5.06	\$ 47.25
Runners (Car provided)	\$ 19.50	\$ 4.88	\$ 2.93	\$ 27.30	\$ 29.25	\$ 7.31	\$ 4.39	\$ 40.95

RATE SCHEDULE FOR YEAR 7 (OPTIONAL)

CITY PRODUCTIONS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	3% Admin	Billable Rate	Hourly Rate	25% W/C	3% Admin	Billable Rate
Technical Director	\$ 23.00	\$ 5.75	\$ 0.69	\$ 29.44	\$ 34.50	\$ 8.63	\$ 1.04	\$ 44.16
Head Electrician	\$ 22.00	\$ 5.50	\$ 0.66	\$ 28.16	\$ 33.00	\$ 8.25	\$ 0.99	\$ 42.24
Audio Engineers	\$ 22.00	\$ 5.50	\$ 0.66	\$ 28.16	\$ 33.00	\$ 8.25	\$ 0.99	\$ 42.24
Head Carpenter	\$ 20.50	\$ 5.13	\$ 0.62	\$ 26.24	\$ 30.75	\$ 7.69	\$ 0.92	\$ 39.36
Head Props	\$ 20.50	\$ 5.13	\$ 0.62	\$ 26.24	\$ 30.75	\$ 7.69	\$ 0.92	\$ 39.36
Wardrobe Manager	\$ 23.00	\$ 5.75	\$ 0.69	\$ 29.44	\$ 34.50	\$ 8.63	\$ 1.04	\$ 44.16
Riggers (Up/Down Certified)	\$ 26.00	\$ 6.50	\$ 0.78	\$ 33.28	\$ 39.00	\$ 9.75	\$ 1.17	\$ 49.92
Stagehands	\$ 20.00	\$ 5.00	\$ 0.60	\$ 25.60	\$ 30.00	\$ 7.50	\$ 0.90	\$ 38.40
Spot Operators	\$ 20.00	\$ 5.00	\$ 0.60	\$ 25.60	\$ 30.00	\$ 7.50	\$ 0.90	\$ 38.40
Forklift Operators (Certified)	\$ 20.00	\$ 5.00	\$ 0.60	\$ 25.60	\$ 30.00	\$ 7.50	\$ 0.90	\$ 38.40
Truckloaders	\$ 20.00	\$ 5.00	\$ 0.60	\$ 25.60	\$ 30.00	\$ 7.50	\$ 0.90	\$ 38.40
Runners (Car provided)	\$ 19.00	\$ 4.75	\$ 0.57	\$ 24.32	\$ 28.50	\$ 7.13	\$ 0.86	\$ 36.48

THIRD PARTY EVENTS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	15% Admin	Billable Rate	Hourly Rate	25% W/C	15% Admin	Billable Rate
Technical Director	\$ 25.00	\$ 6.25	\$ 3.75	\$ 35.00	\$ 37.50	\$ 9.38	\$ 5.63	\$ 52.50
Head Electrician	\$ 24.00	\$ 6.00	\$ 3.60	\$ 33.60	\$ 36.00	\$ 9.00	\$ 5.40	\$ 50.40
Audio Engineers	\$ 24.00	\$ 6.00	\$ 3.60	\$ 33.60	\$ 36.00	\$ 9.00	\$ 5.40	\$ 50.40
Head Carpenter	\$ 24.00	\$ 6.00	\$ 3.60	\$ 33.60	\$ 36.00	\$ 9.00	\$ 5.40	\$ 50.40
Head Props	\$ 24.00	\$ 6.00	\$ 3.60	\$ 33.60	\$ 36.00	\$ 9.00	\$ 5.40	\$ 50.40
Wardrobe Manager	\$ 24.00	\$ 6.00	\$ 3.60	\$ 33.60	\$ 36.00	\$ 9.00	\$ 5.40	\$ 50.40
Riggers (Up/Down Certified)	\$ 26.00	\$ 6.50	\$ 3.90	\$ 36.40	\$ 39.00	\$ 9.75	\$ 5.85	\$ 54.60
Stagehands	\$ 23.00	\$ 5.75	\$ 3.45	\$ 32.20	\$ 34.50	\$ 8.63	\$ 5.18	\$ 48.30
Spot Operators	\$ 23.00	\$ 5.75	\$ 3.45	\$ 32.20	\$ 34.50	\$ 8.63	\$ 5.18	\$ 48.30
Forklift Operators (Certified)	\$ 23.00	\$ 5.75	\$ 3.45	\$ 32.20	\$ 34.50	\$ 8.63	\$ 5.18	\$ 48.30
Truckloaders	\$ 23.00	\$ 5.75	\$ 3.45	\$ 32.20	\$ 34.50	\$ 8.63	\$ 5.18	\$ 48.30
Runners (Car provided)	\$ 20.00	\$ 5.00	\$ 3.00	\$ 28.00	\$ 30.00	\$ 7.50	\$ 4.50	\$ 42.00

RATE SCHEDULE FOR YEAR 8 (OPTIONAL)

CITY PRODUCTIONS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	3% Admin	Billable Rate	Hourly Rate	25% W/C	3% Admin	Billable Rate
Technical Director	\$ 23.50	\$ 5.88	\$ 0.71	\$ 30.08	\$ 35.25	\$ 8.81	\$ 1.06	\$ 45.12
Head Electrician	\$ 22.50	\$ 5.63	\$ 0.68	\$ 28.80	\$ 33.75	\$ 8.44	\$ 1.01	\$ 43.20
Audio Engineers	\$ 22.50	\$ 5.63	\$ 0.68	\$ 28.80	\$ 33.75	\$ 8.44	\$ 1.01	\$ 43.20
Head Carpenter	\$ 21.00	\$ 5.25	\$ 0.63	\$ 26.88	\$ 31.50	\$ 7.88	\$ 0.95	\$ 40.32
Head Props	\$ 21.00	\$ 5.25	\$ 0.63	\$ 26.88	\$ 31.50	\$ 7.88	\$ 0.95	\$ 40.32
Wardrobe Manager	\$ 23.50	\$ 5.88	\$ 0.71	\$ 30.08	\$ 35.25	\$ 8.81	\$ 1.06	\$ 45.12
Riggers (Up/Down Certified)	\$ 26.50	\$ 6.63	\$ 0.80	\$ 33.92	\$ 39.75	\$ 9.94	\$ 1.19	\$ 50.88
Stagehands	\$ 20.50	\$ 5.13	\$ 0.62	\$ 26.24	\$ 30.75	\$ 7.69	\$ 0.92	\$ 39.36
Spot Operators	\$ 20.50	\$ 5.13	\$ 0.62	\$ 26.24	\$ 30.75	\$ 7.69	\$ 0.92	\$ 39.36
Forklift Operators (Certified)	\$ 20.50	\$ 5.13	\$ 0.62	\$ 26.24	\$ 30.75	\$ 7.69	\$ 0.92	\$ 39.36
Truckloaders	\$ 20.50	\$ 5.13	\$ 0.62	\$ 26.24	\$ 30.75	\$ 7.69	\$ 0.92	\$ 39.36
Runners (Car provided)	\$ 19.50	\$ 4.88	\$ 0.59	\$ 24.96	\$ 29.25	\$ 7.31	\$ 0.88	\$ 37.44

THIRD PARTY EVENTS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	15% Admin	Billable Rate	Hourly Rate	25% W/C	15% Admin	Billable Rate
Technical Director	\$ 25.50	\$ 6.38	\$ 3.83	\$ 35.70	\$ 38.25	\$ 9.56	\$ 5.74	\$ 53.55
Head Electrician	\$ 24.50	\$ 6.13	\$ 3.68	\$ 34.30	\$ 36.75	\$ 9.19	\$ 5.51	\$ 51.45
Audio Engineers	\$ 24.50	\$ 6.13	\$ 3.68	\$ 34.30	\$ 36.75	\$ 9.19	\$ 5.51	\$ 51.45
Head Carpenter	\$ 24.50	\$ 6.13	\$ 3.68	\$ 34.30	\$ 36.75	\$ 9.19	\$ 5.51	\$ 51.45
Head Props	\$ 24.50	\$ 6.13	\$ 3.68	\$ 34.30	\$ 36.75	\$ 9.19	\$ 5.51	\$ 51.45
Wardrobe Manager	\$ 24.50	\$ 6.13	\$ 3.68	\$ 34.30	\$ 36.75	\$ 9.19	\$ 5.51	\$ 51.45
Riggers (Up/Down Certified)	\$ 26.50	\$ 6.63	\$ 3.98	\$ 37.10	\$ 39.75	\$ 9.94	\$ 5.96	\$ 55.65
Stagehands	\$ 23.50	\$ 5.88	\$ 3.53	\$ 32.90	\$ 35.25	\$ 8.81	\$ 5.29	\$ 49.35
Spot Operators	\$ 23.50	\$ 5.88	\$ 3.53	\$ 32.90	\$ 35.25	\$ 8.81	\$ 5.29	\$ 49.35
Forklift Operators (Certified)	\$ 23.50	\$ 5.88	\$ 3.53	\$ 32.90	\$ 35.25	\$ 8.81	\$ 5.29	\$ 49.35
Truckloaders	\$ 23.50	\$ 5.88	\$ 3.53	\$ 32.90	\$ 35.25	\$ 8.81	\$ 5.29	\$ 49.35
Runners (Car provided)	\$ 20.50	\$ 5.13	\$ 3.08	\$ 28.70	\$ 30.75	\$ 7.69	\$ 4.61	\$ 43.05

RATE SCHEDULE FOR YEAR 9 (OPTIONAL)

CITY PRODUCTIONS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	3% Admin	Billable Rate	Hourly Rate	25% W/C	3% Admin	Billable Rate
Technical Director	\$ 24.00	\$ 6.00	\$ 0.72	\$ 30.72	\$ 36.00	\$ 9.00	\$ 1.08	\$ 46.08
Head Electrician	\$ 23.00	\$ 5.75	\$ 0.69	\$ 29.44	\$ 34.50	\$ 8.63	\$ 1.04	\$ 44.16
Audio Engineers	\$ 23.00	\$ 5.75	\$ 0.69	\$ 29.44	\$ 34.50	\$ 8.63	\$ 1.04	\$ 44.16
Head Carpenter	\$ 21.50	\$ 5.38	\$ 0.65	\$ 27.52	\$ 32.25	\$ 8.06	\$ 0.97	\$ 41.28
Head Props	\$ 21.50	\$ 5.38	\$ 0.65	\$ 27.52	\$ 32.25	\$ 8.06	\$ 0.97	\$ 41.28
Wardrobe Manager	\$ 24.00	\$ 6.00	\$ 0.72	\$ 30.72	\$ 36.00	\$ 9.00	\$ 1.08	\$ 46.08
Riggers (Up/Down Certified)	\$ 27.00	\$ 6.75	\$ 0.81	\$ 34.56	\$ 40.50	\$ 10.13	\$ 1.22	\$ 51.84
Stagehands	\$ 21.00	\$ 5.25	\$ 0.63	\$ 26.88	\$ 31.50	\$ 7.88	\$ 0.95	\$ 40.32
Spot Operators	\$ 21.00	\$ 5.25	\$ 0.63	\$ 26.88	\$ 31.50	\$ 7.88	\$ 0.95	\$ 40.32
Forklift Operators (Certified)	\$ 21.00	\$ 5.25	\$ 0.63	\$ 26.88	\$ 31.50	\$ 7.88	\$ 0.95	\$ 40.32
Truckloaders	\$ 21.00	\$ 5.25	\$ 0.63	\$ 26.88	\$ 31.50	\$ 7.88	\$ 0.95	\$ 40.32
Runners (Car provided)	\$ 20.00	\$ 5.00	\$ 0.60	\$ 25.60	\$ 30.00	\$ 7.50	\$ 0.90	\$ 38.40

THIRD PARTY EVENTS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	15% Admin	Billable Rate	Hourly Rate	25% W/C	15% Admin	Billable Rate
Technical Director	\$ 26.00	\$ 6.50	\$ 3.90	\$ 36.40	\$ 39.00	\$ 9.75	\$ 5.85	\$ 54.60
Head Electrician	\$ 25.00	\$ 6.25	\$ 3.75	\$ 35.00	\$ 37.50	\$ 9.38	\$ 5.63	\$ 52.50
Audio Engineers	\$ 25.00	\$ 6.25	\$ 3.75	\$ 35.00	\$ 37.50	\$ 9.38	\$ 5.63	\$ 52.50
Head Carpenter	\$ 25.00	\$ 6.25	\$ 3.75	\$ 35.00	\$ 37.50	\$ 9.38	\$ 5.63	\$ 52.50
Head Props	\$ 25.00	\$ 6.25	\$ 3.75	\$ 35.00	\$ 37.50	\$ 9.38	\$ 5.63	\$ 52.50
Wardrobe Manager	\$ 25.00	\$ 6.25	\$ 3.75	\$ 35.00	\$ 37.50	\$ 9.38	\$ 5.63	\$ 52.50
Riggers (Up/Down Certified)	\$ 27.00	\$ 6.75	\$ 4.05	\$ 37.80	\$ 40.50	\$ 10.13	\$ 6.08	\$ 56.70
Stagehands	\$ 24.00	\$ 6.00	\$ 3.60	\$ 33.60	\$ 36.00	\$ 9.00	\$ 5.40	\$ 50.40
Spot Operators	\$ 24.00	\$ 6.00	\$ 3.60	\$ 33.60	\$ 36.00	\$ 9.00	\$ 5.40	\$ 50.40
Forklift Operators (Certified)	\$ 24.00	\$ 6.00	\$ 3.60	\$ 33.60	\$ 36.00	\$ 9.00	\$ 5.40	\$ 50.40
Truckloaders	\$ 24.00	\$ 6.00	\$ 3.60	\$ 33.60	\$ 36.00	\$ 9.00	\$ 5.40	\$ 50.40
Runners (Car provided)	\$ 21.00	\$ 5.25	\$ 3.15	\$ 29.40	\$ 31.50	\$ 7.88	\$ 4.73	\$ 44.10

RATE SCHEDULE FOR YEAR 10 (OPTIONAL)

EXHIBIT B: FEE SCHEDULE

CITY PRODUCTIONS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	3% Admin	Billable Rate	Hourly Rate	25% W/C	3% Admin	Billable Rate
Technical Director	\$ 24.50	\$ 6.13	\$ 0.74	\$ 31.36	\$ 36.75	\$ 9.19	\$ 1.10	\$ 47.04
Head Electrician	\$ 23.50	\$ 5.88	\$ 0.71	\$ 30.08	\$ 35.25	\$ 8.81	\$ 1.06	\$ 45.12
Audio Engineers	\$ 23.50	\$ 5.88	\$ 0.71	\$ 30.08	\$ 35.25	\$ 8.81	\$ 1.06	\$ 45.12
Head Carpenter	\$ 22.00	\$ 5.50	\$ 0.66	\$ 28.16	\$ 33.00	\$ 8.25	\$ 0.99	\$ 42.24
Head Props	\$ 22.00	\$ 5.50	\$ 0.66	\$ 28.16	\$ 33.00	\$ 8.25	\$ 0.99	\$ 42.24
Wardrobe Manager	\$ 24.50	\$ 6.13	\$ 0.74	\$ 31.36	\$ 36.75	\$ 9.19	\$ 1.10	\$ 47.04
Riggers (Up/Down Certified)	\$ 27.50	\$ 6.88	\$ 0.83	\$ 35.20	\$ 41.25	\$ 10.31	\$ 1.24	\$ 52.80
Stagehands	\$ 21.50	\$ 5.38	\$ 0.65	\$ 27.52	\$ 32.25	\$ 8.06	\$ 0.97	\$ 41.28
Spot Operators	\$ 21.50	\$ 5.38	\$ 0.65	\$ 27.52	\$ 32.25	\$ 8.06	\$ 0.97	\$ 41.28
Forklift Operators (Certified)	\$ 21.50	\$ 5.38	\$ 0.65	\$ 27.52	\$ 32.25	\$ 8.06	\$ 0.97	\$ 41.28
Truckloaders	\$ 21.50	\$ 5.38	\$ 0.65	\$ 27.52	\$ 32.25	\$ 8.06	\$ 0.97	\$ 41.28
Runners (Car provided)	\$ 20.50	\$ 5.13	\$ 0.62	\$ 26.24	\$ 30.75	\$ 7.69	\$ 0.92	\$ 39.36

THIRD PARTY EVENTS

Description	REGULAR TIME				OVERTIME (AT 1.5X)			
	Hourly Rate	25% W/C	15% Admin	Billable Rate	Hourly Rate	25% W/C	15% Admin	Billable Rate
Technical Director	\$ 26.50	\$ 6.63	\$ 3.98	\$ 37.10	\$ 39.75	\$ 9.94	\$ 5.96	\$ 55.65
Head Electrician	\$ 25.50	\$ 6.38	\$ 3.83	\$ 35.70	\$ 38.25	\$ 9.56	\$ 5.74	\$ 53.55
Audio Engineers	\$ 25.50	\$ 6.38	\$ 3.83	\$ 35.70	\$ 38.25	\$ 9.56	\$ 5.74	\$ 53.55
Head Carpenter	\$ 25.50	\$ 6.38	\$ 3.83	\$ 35.70	\$ 38.25	\$ 9.56	\$ 5.74	\$ 53.55
Head Props	\$ 25.50	\$ 6.38	\$ 3.83	\$ 35.70	\$ 38.25	\$ 9.56	\$ 5.74	\$ 53.55
Wardrobe Manager	\$ 25.50	\$ 6.38	\$ 3.83	\$ 35.70	\$ 38.25	\$ 9.56	\$ 5.74	\$ 53.55
Riggers (Up/Down Certified)	\$ 27.50	\$ 6.88	\$ 4.13	\$ 38.50	\$ 41.25	\$ 10.31	\$ 6.19	\$ 57.75
Stagehands	\$ 24.50	\$ 6.13	\$ 3.68	\$ 34.30	\$ 36.75	\$ 9.19	\$ 5.51	\$ 51.45
Spot Operators	\$ 24.50	\$ 6.13	\$ 3.68	\$ 34.30	\$ 36.75	\$ 9.19	\$ 5.51	\$ 51.45
Forklift Operators (Certified)	\$ 24.50	\$ 6.13	\$ 3.68	\$ 34.30	\$ 36.75	\$ 9.19	\$ 5.51	\$ 51.45
Truckloaders	\$ 24.50	\$ 6.13	\$ 3.68	\$ 34.30	\$ 36.75	\$ 9.19	\$ 5.51	\$ 51.45
Runners (Car provided)	\$ 21.50	\$ 5.38	\$ 3.23	\$ 30.10	\$ 32.25	\$ 8.06	\$ 4.84	\$ 45.15

