



**NEVADA COMMISSION for the RECONSTRUCTION of the V&T RAILWAY
("V&T Railway Commission")
Agenda Report**

Date Submitted: 06/21/21

Meeting Date Requested: 06/24/21

Time Requested: 10 Minutes

To: NEVADA COMMISSION for the RECONSTRUCTION of the V&T RAILWAY Commissioners

From: David Peterson (dpeterson@visitcarsoncity.com)

Subject Title: Discussion and possible action regarding approval of Contract No. FY21-C005 with C.J. Wilson, LLC/DBA: Lollipop Productions, for a total not to exceed amount of \$72,331.00.

Staff Summary: C.J. Wilson, LLC/DBA: Lollipop Productions will provide design, casting and production of the North Pole experience for Polar Express, upon approval of the Commission through December 31, 2021.

Type of Action Requested:

Resolution

Ordinance

Formal Action/Motion

Other (Specify) Presentation Only

Recommended Board Action:

I move to approve Contract No. FY21-C005 with C.J. Wilson, LLC/DBA: Lollipop Productions.

Applicable Statute, Code, Policy, Rule or Regulation: n/a

Fiscal Impact: \$72,231.00

Explanation of Impact: FY22

Funding Source: 221-221-53060-232 Special Events Expenses - POLAR

Supporting Material/Attachments: Contract No. FY21-C005 with C.J. Wilson, LLC/DBA: Lollipop Production

Prepared By: Chris Kipp, Carson City Culture & Tourism Authority's Operations Manager

A Contract Between

“Commission”:	Nevada Commission for the Reconstruction of the V&T Railway, a political subdivision of the State of Nevada
Address:	P.O. Box 1711
City, State, Zip Code:	Carson City, NV 89702
Contact:	David Peterson, Chairman
Phone:	775-686-9037
Fax:	
Email:	dpeterson@visitcarsoncity.com

and

“Contractor”:	C.J. Wilson, LLC/DBA: Lollipop Productions
Address:	3595 Arcadia Drive
City, State, Zip Code:	Carson City, NV 89705
Contact:	Carla Wilson
Phone:	775-781-0664
Fax:	
Email:	cw3595@charter.net

WHEREAS, the Commission desires to retain the Contractor for PEX production and design services; and

WHEREAS, the Contractor is desirous of serving the Commission as its PEX production and design services contractor; and

WHEREAS, the Commission and Contractor agree that Contractor shall be compensated for all services rendered as herein below set forth; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the Commission

NOW THEREFORE, in consideration of the aforesaid premises, mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

- CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 7, Contract Termination*.

Effective from:	Upon approval of the Commission, expected to be June 24, 2021	To:	December 31, 2021
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- NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

3. **SCOPE OF WORK.** The Scope of Work is described below, which is incorporated herein by reference:

DESCRIPTION OF SCOPE OF WORK:
See Exhibit A “Scope of Work and Cost Proposal”

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

Total Contract Not to Exceed:	\$72,331.00
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The Commission does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work.

5. **BILLING SUBMISSION AND PAYMENTS: TIMELINESS.**

- A. The parties agree that timeliness of billing is of the essence to the Contract and recognize that the Commission is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the Commission no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the Commission of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
- B. The Commission agrees to make payments to Contractor within thirty (30) days after Contractor submits a monthly invoice reflecting the separately delineated costs expended on behalf of the Commission.

6. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the Commission sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the Commission.

7. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The Commission unilaterally may terminate this contract without cause by giving not less than thirty (30) days’ notice in the manner specified in *Section 2, Notice*. If this Contract is unilaterally terminated by the Commission, Contractor shall use its best efforts to minimize cost to the Commission and Contractor will not be paid for any cost that Contractor could have avoided.
- B. Commission Termination for Non-Appropriation. The continuation of this Contract is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available. The Commission may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Commission’s funding from State, local government and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under *Subsection 7D*. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this

Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed;
or

- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the Commission materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the Commission that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the Commission with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the Commission that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in **Section 2, Notice**, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under **Subsection 7C**, above, shall run concurrently, unless the notice expressly states otherwise.

8. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour.
9. **LIMITED LIABILITY.** The Commission will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any Commission breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
10. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Commission's right to participate, the Commission from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this Contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the Commission shall apply in all cases except for claims arising solely from the Commission's own negligence or willful misconduct. Contractor waives any rights of subrogation against the Commission. Contractor's duty to defend begins when the Commission requests defense of any claim arising from this Contract.
11. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the Commission will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the Commission incurs any employment liability for the work under this Contract; Contractor will reimburse the Commission for that liability.
12. **INSURANCE SCHEDULE.** The Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against the Commission, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. By endorsement to Contractor's automobile and general liability policies, the Commission shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Commission.

A. Workers' Compensation and Employer's Liability Insurance.

- 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
 - 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the Commission a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.
- B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.
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|--|-------------|
| 1) General Aggregate | \$2,000,000 |
| 2) Products – Completed Operations Aggregate | \$1,000,000 |
| 3) Personal and Advertising Injury | \$1,000,000 |
| 4) Each Occurrence | \$1,000,000 |

- C. Professional Liability/Errors and Omissions Liability. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- | | |
|---------------------|-------------|
| 1) Each Claim | \$1,000,000 |
| 2) Annual Aggregate | \$1,000,000 |

Mail all required insurance documents to the Commission at the address identified on page one of the Contract.

13. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
14. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
15. **OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the Commission to Contractor and any documents or materials provided by the Commission to Contractor in the course of this Contract ("Commission Materials") shall be and remain the exclusive property of the Commission and all such Commission Materials shall be delivered into Commission possession by Contractor upon completion, termination, or cancellation of this Contract.
16. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Commission may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests or attorney-client privilege.
17. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; and shall be fit for ordinary use, of good quality, with no material defects.
18. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
19. **ASSIGNMENT AND SUBCONTRACTING.** This Agreement shall not be assigned by either the Commission or the Contractor without the prior written consent of the other party to this Agreement. The Contractor shall not subcontract any substantial portion of this Agreement without the Commission's prior written consent.
20. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its Scope of Work constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.

Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. This Contract, and any amendments, may be executed in counterparts.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**C.J. Wilson, LLC/DBA: Lollipop
Productions**

Date

Independent Contractor's Name and Title

**NEVADA COMMISSION FOR
THE RECONSTRUCTION OF
THE V&T RAILWAY**

Date

Name and Title

**V&T Railway - Estimated 2021 Polar Express Budget (3 Cars)
17 Nights / 49 Performances -- 1 VIP Car, 1 Deluxe/Coach Car, & 1 Coach**

Performance Dates: (17 nights during November/December 2021 - Total of 49 shows /
*Indicates only 2 shows on these dates)

November: 26, 27, 28,

December: 3, 4, 5, 10, 11, 12, 17, 18, 19, 20, 21, 22, 23, *24

Rehearsal & Performance Location: Eastgate Depot, Flint Drive, Carson City NV

Item Description	Unit Cost	Units	Total Cost
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PERFORMERS/CAST

VIP/Lead Santa (Experienced Santa w/suit)	\$300.00 per night	17 nights	\$5,100.00
Coach Car Santa (New Santa w/suit)	\$200.00 per night	17 nights	\$3,400.00
HOBO (2 per night - \$55.00 each per night)	\$110.00 per night	17 nights ($\$55.00 \times 2 \times 17$)	\$1,870.00
VIP STEWARD (1 per night @ \$65.00 per night)	\$65.00 per night	17 nights ($\$65.00 \times 1 \times 17$)	\$1,105.00
DELUXE/COACH STEWARD (2 per night - 1 per car - \$60.00 each per night)	\$120.00 per night	17 nights ($\$60.00 \times 2 \times 17$)	\$2,040.00
VIP - CHEF/ELF & WAITER/ELF (3 per night @ \$55.00 each per night)	\$165.00 per night	17 nights ($\$55.00 \times 3 \times 17$)	\$2,805.00
DELUXE & COACH - CHEF/ELF & WAITER/ELF (4 per night @ \$50.00 each per night)	\$200.00 per night	17 nights ($\$50.00 \times 4 \times 17$)	\$3,400.00
CONDUCTOR (3 per night - \$60.00 each per night)	\$180.00 per night	17 nights ($\$60.00 \times 3 \times 17$)	\$3,060.00
HERO BOY (1 per night)	\$25.00 per night	17 nights ($\$25.00 \times 1 \times 25$)	\$425.00
TOTAL CAST HONORARIUM COSTS =			\$23,205.00

DIRECTOR

<i>Production Time Period: 8/1/21 through 1/15/22 Fee includes: 336 Hrs - Administrative Tasks 24 Hrs - Auditions & Prep (3 nts) 125 Hrs - Rehearsal (25 days) 138 Hrs - Performances (50) 40 Hrs - Post Production Tasks</i>	\$35.00 per hour	663 Hours	\$23,205.00
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TOTAL FEES TO BE PAID TO DIRECTOR =			\$23,205.00
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DIRECTOR'S ASSISTANT/STAGE MANAGER

<i>Duties outlined in detail on separate sheet.</i>	\$100.00 per night	17 nights (\$100.00 x 17)	\$1,700.00
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SOUND DESIGNER/MANAGER

<i>100 Hrs - Sound - Rehearsals & Modifications/Recording/Mixing/Distribution to Cast @ \$10.00 per hour</i>	\$10.00 per hour	<i>60 Hours of Rehearsal 40 Hours for Other Tasks</i>	\$1,000.00
<i>200 Hrs - Performances DUTIES OUTLINED ON A SEPARATE DOCUMENT.</i>	\$10.00 per hour	<i>200 Hours @ Performances Overseeing all Sound Related Tasks or Problem Resolution</i>	\$2,000.00

SOUND ASST./OPERATOR

<i>DUTIES OUTLINED ON A SEPARATE DOCUMENT.</i>	\$60.00 per night	17 Night (\$60.00 x 17 nights)	\$1,020.00
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SANTA RECRUITER & TRAINER

<i>Professional Santa from Worldwide Santa Claus Network and International Real Bearded Santa Brotherhood. Santa's must have qualities and abilities to be magical and comfortable interacting with passengers. PEX Santa's have to be able to convey this to passengers while getting through their assigned train cars in a specific amount of time.</i>	\$1,000.00	One Time Fee	\$1,000.00
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TOTAL COSTS FOR SERVICES PERFORMED BY DIRECTOR'S ASSISTANT/STAGE MANAGER; SOUND DESIGNER/MANAGER; SOUND ASSISTANT/OPERATOR AND SANTA RECRUITER/TRAINER =			\$6,720.00
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NORTH POLE MANAGER

DUTIES OUTLINED ON A SEPARATE DOCUMENT.	\$75.00 per night	17 nights	\$1,275.00
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NORTH POLE ELVES

Service Group of Elves OR Five Individual Cast Members	\$100.00 per night	17 nights	\$1,700.00
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TOTAL NORTH POLE COSTS =			\$2,975.00
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PRODUCTION SUPPLIES

Paper & Printer Inks for generating/creating originals of forms and administrative documents needed. <i>(Paper and ink to be purchased from Costco.)</i>	3 Reams of 800 Sheets Each & 2 Color and 3 Black Ink Cartridges HP 902XL	\$315.00
Data Graphics - Copying & Collating of Song Lyric Sheets, Choreography Cues & Scripts	35-50 Cast/Crew Members	\$1,000.00
Depot Cast - Food, Paper Plates/Bowls, Condiments, Honey, Tea Bags, Hot Cider Mix, Hot Chocolate Mix, Creamer; Bottled Water (15 flats/8 oz.), Peppermint Candies for Breath Odor Control	25-30 Cast/Crew Members - \$60.00 per night x 17 nights	\$1,020.00
North Pole Cast - Food, Paper Plates/Bowls, Hot Cider Mix, Hot Chocolate Mix, Creamer; Bottled Water (15 flats/8 oz.)	20 Cast/Crew Members - \$45.00 per night x 17 nights	\$765.00
Props, Costumes, Sound Equipment, Supplies <i>(Detailed on separate spreadsheet)</i>	<i>(Costs rounded up)</i>	\$13,126.00

TOTAL COSTS OF PRODUCTION SUPPLIES =		\$16,226.00
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2021 POLAR EXPRESS PRODUCTION GRAND TOTAL =		\$72,331.00
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V&T Railway is responsible for all publicity for the production performances and will provide the space needed for auditions, rehearsals and performances and all props and costumes needed for the production.

C.J. Wilson (DBA: Lollipop Productions)/Director fees include the costs for casting, directing, rehearsal time, mileage, performance time, office supplies associated with administrative needs, food/water supplies for cast.

Invoicing: This proposed budget is an estimate of costs. Actual costs will be detailed on invoices and copies of receipts will be provided for all items other than subcontracted labor. There will be no receipts submitted for subcontractors (Director, Asst. Director/Stage Mgr., Sound Designer/Mgr., Sound Technician/Operator, Cast Members

Business Name: C.J. Wilson, LLC / DBA: Lollipop Productions
Nevada Business License #: NV20091539434

Address: 3595 Arcadia Drive, Carson City NV 89705

Cell Phone: (775) 781-0664

E-mail: cw3595@charter.net or cw3595@outlook.com

TOTAL DAILY COST OF PERFORMERS/CAST

3 CAR TRAIN - 1 VIP, 1 DELUXE & 1 COACH/GENERAL

CHARACTER	Other Characters	VIP	COACH CAR 3	COACH CAR 2	COACH CAR	DELUXE	3 Car - Daily Rate	5 Car - Daily Rate
VIP Santa		\$300.00					\$300.00	
Deluxe/Coach Santa						\$250.00	\$250.00	
Steward		\$65.00			\$60.00	\$60.00	\$185.00	
Waiter/Elf		\$55.00			\$50.00	\$50.00	\$155.00	
Chef/Elf		\$55.00			\$50.00	\$50.00	\$155.00	
Conductor X2					\$60.00	\$60.00	\$120.00	
Hobo x2		\$55.00				\$55.00	\$110.00	
Hero Boy	\$25.00						\$25.00	
TOTALS	\$25.00	\$530.00			\$220.00	\$525.00	\$1,300.00	

PROPS, COSTUMES, SUPPLIES TO BE PURCHASED

2021 POLAR EXPRESS

3 Car Train

ITEM CATEGORY	ITEM DESCRIPTION	SIZES	QTY	CASE/BULK QUANTITY	PRICE PER UNIT	BASE TOTAL	SHIPPING	TAX	TOTAL COST	NAME OF VENDOR
Costumes	Cleaning & Deoderizing Products for Chef & Elf Costumes <i>(Includes Detergent, Bleach, Fabric Sofetener; Dryer Sheets; Spot treatment and Spray on Fabric Freshener)</i>	1 Lg Bottle of non Chlorine Bleach; 1 Medium Bottle Woolite for Elf Costumes; 1 Lg Bottle Downey; 5 Spray Bottles & 2 bottles of Vodka to make mixture for sanitizing costumes each night (1 Bottle to be used at NP).							\$75.00	Walmart
Costumes	Cleaning & Deoderizing Products for Chef & Elf Costumes <i>(Includes Detergent, Bleach, Fabric Sofetener; Dryer Sheets; Spot treatment and Spray on Fabric Freshener)</i>	1 Large Tub Tide Detergent Pods (to be shared with NP); 1 Bottle of Color II Bleach; Large Jug of Spray N' Wash; 1 Pkg Dryer Sheets (To be split with NP); 3 Large Bottles of Downey Unstoppables;							\$75.00	Costco Wholesale
Costumes / Dry Cleaning of Santa Suits x3	Reimbursement for dry cleaning expenses to Santa's providing their own suits	One Size	3		\$80.00				\$240.00	Golden Hangar in Carson City
Costumes	Chef Mustaches	One Size	72	2 (36 per box)	\$40.00	\$80.00	\$20.00	\$0.00	\$80.00	Ebay / Atomic Costume
Costumes	Red Adjustable Bow Ties	One Size	24	1 doz per pkg	\$12.99	\$12.99	prime	\$1.00	\$26.98	Amazon.com / ICObuty
Costumes	Black Adjustable Bow Ties	One Size	24	1 doz per pkg	\$12.99	\$12.99	prime	\$1.00	\$26.98	Amazon.com / ICObuty
Costumes	Men's Burgundy Fingerless Gloves	One Size	4 pair	1 pair ea	\$5.50	\$22.00	prime	\$1.45	\$23.45	Amazon.com / Koimcuiy
Costumes	Y Back, Dark Brown Suspenders	One Size	4	each	\$5.00	\$20.00	prime	\$2.18	\$22.18	Amazon.com / Lolelai

PROPS, COSTUMES, SUPPLIES TO BE PURCHASED

2021 POLAR EXPRESS

3 Car Train

ITEM CATEGORY	ITEM DESCRIPTION	SIZES	QTY	CASE/BULK QUANTITY	PRICE PER UNIT	BASE TOTAL	SHIPPING	TAX	TOTAL COST	NAME OF VENDOR
Costumes	PEX Conductor Pocket Watch	One Size	3	1 each	\$16.00	\$48.00	\$0.00	\$0.00	\$48.00	Rail Events, Inc. / V&T Commission
Costumes	Conductor's Hat	Various Sizes	4	each	\$80.00	\$320.00	\$0.00	\$0.00	\$320.00	Gifts for Rail Roads - Mike Hardisty (Sparks, NV)
Costumes	Men's Thin Black Ties	One Size	5 per pkg	1 pkgs	\$20.99	\$20.99	\$0.00	\$24.03	\$45.02	Amazon.com / Fomann
Costumes	Black Flat Caps	One Size	18	1 each	\$7.95	\$143.10	\$0.00	\$153.47	\$157.50	Amazon / Gelante
Costumes	Men's Denim Shirts / Hobo	Various Sizes	6	1 each	\$20.00	\$120.00	\$0.00	\$8.70	\$128.70	Billows Embroidery
Complete Santa Suits	Various Sizes	Various Sizes	3	each	\$478.00	\$1,434.00	\$100.00	\$111.14	\$1,645.14	Santa Suit Express
Costumes	New Elf Tunics for North Pole	One Size	16	16	\$15.00	\$240.00	\$0.00	\$18.60	\$258.60	Amazon / Rubi's Costumes
Costume Repairs	Repairs & Modifications to Train Elf Tunics	Various Sizes	12	12	\$400.00	\$400.00	\$0.00	\$0.00	\$400.00	Seamstress
Supplies	Sterilite 70 Quart Clear Plastic Storage Container (4 Pack) + 6 Quart Clear Plastic Storage Tote (12 Pack) For use on train cars and for storage at end of run.	4 pack - 70 Qt & 12 - 6 Qt for storage and use on train cars	4 / 70 & 6 / 12	16	\$98.99	\$98.99	\$0.00	\$7.18	\$106.17	Amazon.com / Sterilite
Supplies	Vinyl Rectangular Tablecloth for Green Room Tables (Depot & NP)	6 (3 @ Depot & 3 @ NP)	6	each	\$15.00	\$90.00	\$0.00	\$6.53	\$96.53	Walmart
Supplies	Kirkland Facial Tissue	30 Cartons per case	2 cases	per case	\$15.50	\$31.00	\$0.00	\$2.40	\$33.40	Costco Wholesale
Supplies	Kirkland Paper Towels for use on train cars and in green rooms (Depot & North Pole)	27 Pkgs (12 rolls per pkg) @ \$15.00 ea	27 pkgs	Per 4 pack	\$15.00	\$405.00	\$0.00	\$31.39	\$436.39	Costco Wholesale

PROPS, COSTUMES, SUPPLIES TO BE PURCHASED

2021 POLAR EXPRESS

3 Car Train

ITEM CATEGORY	ITEM DESCRIPTION	SIZES	QTY	CASE/BULK QUANTITY	PRICE PER UNIT	BASE TOTAL	SHIPPING	TAX	TOTAL COST	NAME OF VENDOR
Supplies	Kirkland Plain Napkins for use on train cars and in green rooms (Depot and North Pole)	19 Pkgs - (4 pkgs per Pkg) @ \$12.00 each	19 pkgs	Per 12 pack	\$12.00	\$228.00	\$0.00	\$17.67	\$245.67	Costco Wholesale
Supplies	Door Mats x 15 (For use at Depot and NP Green Room entry doors and	24"x36" Indoor/Outdoor Mat	15	each	\$12.32	\$184.80	\$0.00	\$13.40	\$198.20	Walmart
Supplies	Clorox Cleaning Wipes (For use on train cars, green rooms at Depot and North Pole)	32 Packages (5 jars per package)	32	Per 5 pack	\$15.00	\$480.00	\$0.00	\$37.20	\$517.20	Costco Wholesale
Supplies	Miniature Marshmallows for VIP	16 oz Bag	66 Bags		\$2.17	\$143.22	\$0.00	\$12.61	\$174.75	Smith's Food and Drug
Props	Office Mate 1 Hole Punches	One Size	16 pkgs	2 per pkg	\$6.98	\$111.68	prime	\$8.10	\$119.78	Amazon.com / Office Depot
Props	Northpoint LED Vintage Style Lantern	One Size	2	each	\$13.99	\$27.98	\$0.00	\$2.03	\$30.01	Amazon.com / Northpoint
Props	Cocoa Tower Making Supplies: Black Acrylic Craft Paint (3-32 oz bottles), 1-24 Pack of White 10" Round Cake Boards, 5-Tubes ES6000 Quick Hold Glue, 1-10 Yard Roll Black 1" Elastic, 3-6 Pack of Silver Charger Plates, 2-16 oz Bottles Extra Strong Glue, 1-100 Count Pack of Mini Glue Sticks.	One Size	24 Cocoa Towers		\$6.55	\$157.20	\$0.00	\$0.00	\$0.00	Michael's / Hobby Lobby / Dollar Tree / Joann's Fabrics
Sound	Duracell AA Batteries	AA - 32 Batteries per pack	25 packs	32 Pack	\$20.19	\$504.75	\$0.00	\$39.12	\$543.87	Costco Wholesale

PROPS, COSTUMES, SUPPLIES TO BE PURCHASED

2021 POLAR EXPRESS

3 Car Train

ITEM CATEGORY	ITEM DESCRIPTION	SIZES	QTY	CASE/BULK QUANTITY	PRICE PER UNIT	BASE TOTAL	SHIPPING	TAX	TOTAL COST	NAME OF VENDOR
Sound	9 Volt Batteries for Sound Mixers	9 Volt - 8 per pack	16 packs	8	\$21.69	\$347.04	\$0.00	\$372.20	\$18.49	Costco Wholesale
Sound Equipment	4 new Transmitters / 4 new Receivers / 10 new						\$0.00	\$0.00	\$7,000.00	Starsound Audio or Amazon
North Pole Supplies	10 Umbrellas	One Size	10	Each	\$1.00	\$10.00	\$0.00	\$0.78	\$10.78	Dollar Tree
North Pole Supplies	20 Pair Gloves	One Size	20	Each	\$1.00	\$20.00	\$0.00	\$0.00	\$21.55	Dollar Tree
TOTAL COST OF PROPS, COSTUMES, AND SUPPLIES =									\$13,125.34	

POLAR EXPRESS STAGE MANAGER JOB DESCRIPTION AND DUTIES

The Stage Manager (SM) will work directly with the Talent/Production Director (TPD), Sound Designer, Sound Technician, Cast, Depot Staff, V&T Railway Staff and Virginia-Truckee Railroad Staff in a positive, effective and efficient manner beginning with auditions, through the rehearsal and performances to the closing of the production.

DATES OF REQUIRED SERVICES:

Audition Dates:

Saturday, August 13th – 10:00 a.m. to 1:00 p.m.

Sunday, August 14th – 2:00 p.m. to 5:00 p.m.

Monday, August 15th – 6:00 p.m. to 9:00 p.m.

Location of Auditions: Eastgate Depot in Carson City

Rehearsal Dates: *(See section titled "Duties" for rehearsal attendance requirements.)*

Weekly Rehearsals begin on Friday, August 19th and will be held on Friday nights – 6:00 p.m. to 9:00 p.m. and on Saturday's and Sunday's – 10:00 a.m. to 1:00 p.m.

A Rehearsal Calendar will be provided at the first rehearsal.

Performance Dates:

It is mandatory for the Sound Technician/Operator to be at every performance date.

(22 nights during November/December 2021 - 3 Runs-Shows per night)

November: 26, 27, 28

December: 2, 3, 4, 5, 9, 10, 11, 12, 16, 17, 18, 19, 21, 22, 23,*24 (*2 shows only)

There is only one dress rehearsal for this production. The dress rehearsal takes place during the 5:00 p.m. Media Train on Thursday, November 26th.

CONTRACT FOR SERVICES:

The Stage Manager (SM) is an independent contractor. The daily contract rate for the SM is \$100.00 per each of 22 performance nights for a total of

\$2,200.00. Contract payments will be distributed during the performance period and paid in cash. The SM will be required to fill out a W9 Form and may receive a 1099 form next January. The SM will be notified of payment distribution dates no later than the first weekend of performances.

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POSITION ATTRIBUTES:

- Ability to effectively follow directions of the Talent/Production Director (TPD) and/or Sound Designer (SD).
- Good organization skills.
- Ability to solve problems quickly and efficiently.
- Have basic knowledge of staging props, repairing of simple props and costume maintenance.
- Ability to work with and communicate clearly and effectively with Depot Staff, Train Staff and various ages of cast members using a firm, kind, polite respectful and calm demeanor.
- Ability to encourage and lead a large number of people to achieve a high standard of backstage discipline. Be an example of excellent theater etiquette.
- Have the ability to work effectively under pressure and within tight time constraints.
- Help TPD and cast resolve problems of any kind using compassion and professionalism.
- Ability to work as liaison with all production cast/staff and audience members.
- Ability to quickly adapt to any changes which may occur with the production and staff.

DUTIES:

- The Stage Manager will be required to sign the Amateur Actor's Release and Waiver of Liability and the Actor's Agreement documents to participate in the production. They must also sign a copy of this document acknowledging they have read and understand the job description, expectations and duties of the position.

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- The authority of the SM on the Polar Express differs from that of a typical SM in a theater type setting. On the Polar Express, if a cast member solicits approval or advice from the SM on changing what they are doing in their performance the SM must refer them to the TPD for a final decision. All changes in any part of the production must be presented to the TPD for approval before applying them to the production.
- Auditions: Assist with auditions as requested by TPD.
- Rehearsals: The SM is to attend a minimum of 1, but preferably 2 rehearsals each week. At rehearsals the SM will be responsible keeping track of cast attendance, recording any changes, and running the sound for rehearsals. (sound changes, sound cues, choreography, lines, blocking, etc.) to the script provided by the TPD.
- Attend weekly production meetings at the Depot if SM's schedule permits.
- Maintain a Production Book that will contain all of the information necessary to the production; Cast/Technician contact information, rehearsal and production calendars, prop list, costume list, performance schedules.
- Ensure all cast members have turned in their signed Actor/Actress Agreement form, Amateur Actors Waiver and Release of Liability form, and Performance Availability form by September 28th.
- All cast members are required to attend 2 out of 3 rehearsals each week unless they have received prior approval from the TPD to be excused from one or more nights during a given week. If a cast member has missed more than one rehearsal over a two-week period advise the TPD of the absence.
- SM and TPD call time on performance dates is 2:00 p.m.
- Cast call time is 3:00 p.m. on performance nights. Make sure cast members scheduled to perform each night have checked in no later than 3:30 p.m. If a cast member has not notified SM or TPD of being late in advance on a date and has not arrived the SM is to call that cast member to find out where they are. If the cast member is unable to report to the show that night, the SM will need to contact other cast members who indicated they were available to perform on that date and ask them to come in to do the show that night.

- Some of the show supplies (VIP Mugs, VIP Bags, Napkins, Cookie Bags, Bells, etc.) are stored in a separate storage unit. A member of the Depot staff will bring the needed items to the cast green room each night. The SM will be responsible for making sure all of the items needed for each night have been delivered to the cast green room prior to 4:00 p.m. A list of these items will be provided by the TPD as we get closer to performance dates.
- Car Tubs: All of the props and supplies for each car are kept in a tub labeled with the corresponding car number. It is the responsibility of the SM to make sure each night that each tub is complete with all of the props and supplies needed for all 3 shows. There is a checklist for each tub.
 - Cars remain in Carson City: If the train cars are remaining at the Carson City Depot overnight the tubs can remain on each of the cars. However, due to the engine needing to leave the Carson City depot immediately after all passengers disembark the SM will not be able to double check the tubs to ensure all of the needed props and supplies are on board until the next day.
 - Cars are returning to Virginia City: If the train cars are returning to Virginia City the car tubs must be removed and stored in the cast green room. If the tubs are brought into the green room for storage the SM is to check the tubs before leaving the depot that night to ensure they have all of the needed props and supplies for the next performance night.
- If the cookie contractor is not going to be responsible for bagging the cookies individually the cast will be required to do so each night before the runs begin. If the cast has to do this task the TPD will ask those performing each night to arrive by 2:30 p.m. if possible to assist with bagging the cookies for that night's performance. The SM will then be responsible for organizing and overseeing the bagging of the cookies in a timely and efficient manner. Bagging of all cookies should be completed no later than 4:00 p.m. each night.
- In the event of a cast member calling out sick on a performance night it will be the responsibility of the SM to begin calling cast members from the "on-call" list to come in to perform that night.
- Make sure all of the cast members and technicians are fully aware of potential safety hazards and solutions at the depot and on the trains.

- At 4:00 p.m. each performance night the SM is to check each cast member to ensure they are wearing the appropriate base costume and character costume for their performance. At this time the SM verifies the cast member knows their car assignment for the night and assists the actor/actress with putting their body microphone on according to their car assignment.
- At 4:30 p.m. the SM is to check that every cast member performing that night has their handheld or body microphone.
- If a safety hazard is identified advise the TPD or V&T Railway General Manager of the issue and attempt to resolve the issue if asked.
- Know where the First Aid Kit is, know who in the depot to contact in case of an emergency and have a cell phone available at all times to dial 911 if needed.
- The SM will be responsible for making sure no one other than cast, crew, Depot Staff and parents of cast children enter the green room at any time.
- The SM is responsible for maintaining the cleanliness of the cast green room. Making sure props, costumes, microphones and any other cast supplies are put away where they belong (at no time should costumes be on the floor). Making sure there is no food near any electronic or costume items. SM is responsible for making sure the trash is removed from the green room every night before they leave.
- The SM and the TPD are not to leave the Depot until all tasks are completed and all cast has left or been picked up by a parent.
- To provide any additional assistance which is not outlined in these job duties within reason as asked by the TPD.

REHEARSALS:

Rehearsals will be held on Friday nights 6:00 p.m. to 9:00 p.m., Saturday's and Sunday's, 10:00 a.m. to 1:00 p.m. Rehearsal will begin the week of August 19th. A complete rehearsal schedule will be provided at auditions.

Beginning of rehearsal:

1. Assemble cast; record attendance.
2. Assist TPD with giving announcements and distribution of information.
3. Give specific instructions required for the rehearsal period.
4. Maintain a check-in list for rehearsals.
5. If needed, assist TPD with staging of needed rehearsal props.
6. Starting with the first rehearsal begin sizing cast members for their costumes. Each cast member must have their own costume sheet. Maintain these sheets by cast members last name in a binder. All cast member's costume sheets are to be done by October 1st.

During the rehearsal:

1. Help maintain quiet and order. Cellphones and other electronic devices must be silenced and out of sight. The only exception is if a cast member is recording a song or choreography to practice with at home.
2. Record blocking.
3. Record changes to the script.
4. Prompt actors as required.
5. Record running times.

End of rehearsal:

1. Assist the director with notes.
2. Give announcements and take questions for the SM. TPD will respond to their own questions.
3. Remind cast about completing the costume sheet and all of forms required to participate in this production.
4. Check with TPD to see if there is anything more to be done before leaving for the night/day.

After rehearsal:

1. The rehearsal space must be left clean and neat. If furniture was moved to provide needed space the furniture must be returned to where it was. Ask the cast to assist with this and double check it was all put back to where it was.
2. All props must be stored so that they are secure and out of the way.
3. All doors must be locked. Have everyone leave from one door.
4. All lights and the heater must be turned off.
5. If asked by the TPD, remain onsite until all cast members have left rehearsals with a responsible party.

The duties and procedures of the Stage Manager will vary with the nature of the script, production, rehearsal, director, and designers. A good Stage Manager must be able to adapt to the needs of each production.

REHEARSAL SECURITY GUIDELINES

1. Ensure all of the doors are not blocked with anything.

Accidents:

1. If a performer or crew member is injured during a rehearsal or performance, provide the necessary first- aid and immediately call 911.
2. You are NOT a doctor so do not jeopardize someone's health and safety. Be responsible. Get qualified help.

Fire, evacuation of the building:

1. In the event of a fire, remain calm; help control the situation.
2. If you see or smell smoke, try to find the source. Asked Depot staff for assistance. Don't create a problem with a false alarm.
3. When a flame is visible take the appropriate action.

4. Your primary concern is getting cast and crew members to safety first. The Depot staff will be responsible for getting people out of the Depot building.
5. In the event of a fire, remain calm and give clear instructions that will help insure the safety of the cast, crew, staff and patrons.

Causes for an early release from production:

1. Failure to attend a minimum of 1 rehearsal each week without making prior arrangements with the TPD.
2. The Polar Express story is one which promotes hope, love, and a positive spirit. Being disrespectful, discourteous or condescending to the TPD or any cast, crew, Depot Staff or Train Staff will be means for dismissal. If this type of behavior is witnessed by the TPD or brought to the attention of the TPD, the TPD will discuss the matter with the SM. Based on the outcome of these discussions it will be at the discretion of the TPD to release the SM or not to.
3. This is a family oriented show and is considered G rated. Use of profanity to be avoided. There are words of profanity which are considered completely unacceptable to use. A list of these words will be provided to all cast and crew at the first rehearsal. All cast and crew will receive one warning for use of unacceptable profanity. A second offense will be grounds for dismissal from the cast. Final decision of dismissal will be made by the TPD.
4. Inappropriate behavior towards any member of the production.
5. Bullying or creating dissention amongst the cast will not be tolerated. If such an event occurs the TPD will meet and discuss the issue with those involved one time. A second offense will be grounds for dismissal from the production.

I HAVE READ AND UNDERSTAND THE DUTIES AND RESPONSIBILITIES OF THE STAGE MANAGER FOR THE POLAR EXPRESS AS OUTLINED IN THIS DOCUMENT.

Printed Name

Signature

Date

As witness for the above signed I am verifying they have read and understand the duties, responsibilities and behaviors expected of the Stage Manager position for the Polar Express.

Witness - Printed Name

Witness Signature

Date

AGREEMENT APPROVED AND ENTERED INTO WITH:

Carla J. Wilson
Artistic/Production Director
C.J. Wilson, LLC / DBA: Lollipop Productions
V&T Railway Commission

Date

POLAR EXPRESS ASSISTANT SOUND TECHNICIAN/OPERATOR JOB DESCRIPTION AND DUTIES

The Sound Technician/Operator's (STO) purpose is to work directly with the Talent/Production Director (TPD), Sound Designer (SD), Stage Manager (SM), Cast, Depot Staff, V&T Railway Staff and Virginia-Truckee Railroad Staff in a positive, effective and efficient manner through rehearsals and performances to the closing of the production.

POSITION ATTRIBUTES:

- Ability to effectively follow directions of the Sound Designer (SD) and/or Talent/Production Director (TPD).
- Ability to run a basic sound program from a laptop computer while seated on a moving train.
- Ability to work cohesively and respectfully with the staff of the Virginia-Truckee Railroad and follow any specific instructions given by their staff when it comes to operating the sound on the train.
- Ability to assist with troubleshooting any problems with the sound system or program which may arise.
- Good organization skills.
- Ability to solve problems quickly and effectively with patience.
- Have basic knowledge of using handheld and body microphones and basic computer functions.
- Ability to work with various ages of cast members using a firm, kind, polite respectful and calm demeanor and a sense of humor.

DATES OF REQUIRED SERVICES:

Rehearsal Dates: (See section titled "Duties" for rehearsal attendance requirements.)

Weekly Rehearsals begin on Friday, August 19th and will be held on Friday nights – 6:00 p.m. to 9:00 p.m. and on Saturday's and Sunday's – 10:00 a.m. to 1:00 p.m.

A Rehearsal Calendar will be provided at the first rehearsal.

Performance Dates:

It is mandatory for the Sound Technician/Operator to be at every performance date.

(22 nights during November/December 2021 - 3 Runs-Shows per night)

November: 26, 27, 28

December: 2, 3, 4, 5, 9, 10, 11, 12, 16, 17, 18, 19, 21, 22, 23,*24 (*2 shows only)

There is only one dress rehearsal for this production. The dress rehearsal takes place during the 5:00 p.m. Media Train on Thursday, November 26th.

CONTRACT FOR SERVICES:

The (STO) is an independent contractor. The daily contract rate for the STO is \$100.00 per each of the 22 performance nights for a total of \$2,200.00. Contract payments will be distributed during the performance period and paid in cash. The SM will be required to fill out a W9 Form and may receive a 1099 form next January. The SM will be notified of payment distribution dates no later than the first weekend of performances.

DUTIES:

- The Sound Technician/Operator will be required to sign the Amateur Actor's Release and Waiver of Liability and the Actor's Agreement and W9 Form documents to participate in the production.
- Works closely with the Sound Designer to install all of the sound equipment in the depot building and on the train cars each night.
- Assist the Sound Designer with testing the sound equipment each night before the nightly runs begin.
- Beginning August 19, 2021, attend 2 of 3 rehearsals each week and the rehearsals in Virginia City on November 6th and 7th.
- Maintain organization of all microphones for the production which includes:
 - At the beginning of each performance night, ensure all parts of the of the handheld microphones, body microphones, transmitter and receiver packs are in the corresponding microphone packs and tubs by car number.

- Assist cast members with properly putting on and removing their body microphones each night.
 - Instructing the cast members wearing body microphones on the proper way of putting them on, wearing them, and removing them each night.
 - Before leaving the depot each night, put all new batteries in each of the transmitters and receivers for each microphone.
 - Make sure all of the sound equipment (speakers, handheld microphones, body microphones, mixers, etc.) are all stored in the appropriate location each night.
 - Make sure any sound equipment that is required to be connected to electrical for recharging each night has been plugged in.
 - Notify the Sound Designer of any broken equipment at the end of each night to give them time to obtain a replacement or make the necessary repair.
- The Sound Technician is responsible for running the pre-recorded show score from a laptop computer while seated on the jump seat of Coach Car 2. The Sound Technician will have a walkie-talkie giving them the ability to communicate with the Sound Designer and Stage Manager who remain at the Depot and with the Talent/Production
 - Director who is on the train during each run. The show score is pre-recorded. However, there are factors which may arise that require a quick change to the score in the middle of a run. The Sound Technician needs to be able to take cues or changes from the Talent/Production Director if they become necessary.
 - Thirty (30) minutes prior to boarding the train on performance night's cross check that every cast member performing that night has their handheld or body microphone and they have been through a sound check.

CAUSES FOR AN EARLY RELEASE FROM PRODUCTION:

1. Failure to attend a minimum of 2 rehearsals each week beginning August 19, 2021, without making prior arrangements with the TPD.
2. The Polar Express story is one which promotes hope, love, and a positive spirit. Being disrespectful, discourteous or condescending to the TPD or any cast, crew, Depot Staff or Train Staff will be means for dismissal. If this type of behavior is witnessed by the TPD or brought

3. to the attention of the TPD, the TPD will discuss the matter with the STO. Based on the outcome of these discussions it will be at the discretion of the TPD to release the STO or not to.
4. This is a family oriented show and is considered G rated. Use of profanity to be avoided. There are words of profanity which are considered completely unacceptable to use. A list of these words will be provided to all cast and crew at the first rehearsal. All cast and crew will receive one warning for use of unacceptable profanity. A second offense will be grounds for dismissal from the cast. Final decision of dismissal will be made by the TPD.
5. Inappropriate behavior towards any cast/crew member of the production, depot staff and/or railroad staff.
6. Bullying or creating dissention amongst the cast will not be tolerated. If such an event occurs the TPD will meet and discuss the issue with those involved one time. A second offense will be grounds for dismissal from the production.

I HAVE READ AND UNDERSTAND THE DUTIES AND RESPONSIBILITIES OF THE STAGE MANAGER FOR THE POLAR EXPRESS AS OUTLINED IN THIS DOCUMENT.

 Printed Name

 Signature

 Date

As witness for the above signed I am verifying they have read and understand the duties, responsibilities and behaviors expected of the Stage Manager position for the Polar Express.

 Witness - Printed Name

 Witness Signature

 Date

AGREEMENT APPROVED AND ENTERED INTO WITH:

Carla J. Wilson
Artistic/Production Director
Lollipop Productions
V&T Railway Commission

Date