



**NEVADA COMMISSION FOR THE RECONSTRUCTION OF THE V&T RAILWAY  
("V&T Railway Commission")  
Agenda Report**

**Date Submitted:** 8/16/2023

**Meeting Date Requested:** 8/23/2023

**Time Requested:** 10 Minutes

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

**From:** David Peterson, Chair

**Subject Title:** Discussion and possible action regarding a proposed contract with CJ Wilson, LLC for The Polar Express Theater Production Services, for a not to exceed amount of \$115,775, effective to January 31, 2024.

**Staff Summary:** A request for proposals for the Polar Express Theater Production Services position was posted and no responses were received by the deadline of June 15, 2023. The V&T Commission let the contract without a competitive solicitation, in accordance with NRS 332.148, and directed Chair Peterson and Commissioner Schmitter to entertain additional avenues. Chair Peterson and Commissioner Schmitter are proposing a contract with CJ Wilson, LLC for The Polar Express Theater Production Services.

**Type of Action Requested:**

Resolution

Ordinance

Formal Action/Motion

Other (Specify) Presentation Only

**Recommended Board Action:** **I move to approve the Contract as proposed/as discussed on the record.**

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 332.148 and 616B.627

**Fiscal Impact:** \$115,775

**Explanation of Impact:**

**Funding Source:** Professional Services

**Supporting Material/Attachments:** 20230823\_VT\_Item 10\_PEX Production

**Prepared By:** Allyson Bolton, Atypical Consulting and Events

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## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between

Agency Name:	<b>Nevada Commission for the Reconstruction of the V&amp;T Railway, a body corporate and politic</b>
Address:	<b>P.O. Box 1711</b>
City, State, Zip Code:	<b>Carson City, NV 89702</b>
Contact:	<b>David Peterson, Chairman</b>
Phone:	<b>775-686-9037</b>
Fax:	
Email:	<b>dpeterson@visitcarsoncity.com</b>

Contractor Name:	<b>C.J. Wilson, LLC</b>
Address:	<b>3595 Arcadia Drive</b>
City, State, Zip Code:	<b>Carson City, NV 89705</b>
Contact:	<b>Carla Wilson</b>
Phone:	<b>775-781-0664</b>
Fax:	
Email:	<b>cw3595@outlook.com</b>

WHEREAS, the Nevada Commission for the Reconstruction of the V&T Railway (“the Commission”) desires to retain C.J. Wilson, LLC (the “Contractor”) for the 2023-2024 POLAR EXPRESS THEATER PRODUCTION services; and

WHEREAS, the Contractor is desirous of serving the Commission as its Polar Express Theater Production 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, and the following terms and conditions and other valuable consideration, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Commission.
2. **DEFINITIONS.**
  - A. “Commission” – means the Nevada Commission for the Reconstruction of the V&T Railway.
  - B. “Contractor” – means the person or entity identified above that performs services and/or provides goods for the Commission under the terms and conditions set forth in this Contract.
  - C. “Fiscal Year” – means the period beginning July 1st and ending June 30th of the following year.
  - D. “Contract” – Unless the context otherwise requires, “Contract” means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
  - E. “Contract for Independent Contractor” – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*, with an option to renew up to three (3) additional years.

Effective from:	August 23, 2023	To:	January 31, 2024
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4. **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: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	INSURANCE SCHEDULE
ATTACHMENT BB:	VENDOR PROPOSAL
ATTACHMENT CC:	RATE COST PROPOSAL

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the Commission under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract Not to Exceed:	\$ 115,775.00
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The Commission does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the Commission is on a Fiscal Year. If applicable, 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 of the same calendar year, 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.
9. **INSPECTION & AUDIT.**
- A. **Books and Records.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the Commission, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

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- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the Commission, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the Commission, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **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 4, 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. 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 10D. 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.
- C. 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 3, 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

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notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10B, above, shall run concurrently, unless the notice expressly states otherwise.

D. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Commission;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Commission;
- 4) Contractor shall preserve, protect and promptly deliver into Commission possession all proprietary information in accordance with *Section 21, Commission Ownership of Proprietary Information.*

11. **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 two hundred dollars (\$200.00) per hour.
12. **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.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **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.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 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.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Commission, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment AA*, incorporated hereto by attachment. The Commission shall have no liability except as specifically provided in the Contract. Contractor shall not

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commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The Commission's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the Commission to timely approve shall not constitute a waiver of the condition.

A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment AA*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the Commission, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the Commission of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the Commission under the terms of this Contract; whichever occurs later.

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

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the Commission, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: 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.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Commission. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Commission.
- 5) Policy Cancellation: Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days' prior written notice to the Commission, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
  - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the Commission and having agents in Nevada upon whom service of process may be made; and
  - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

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Prior to the start of any work, Contractor must provide the following documents to the Commission:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the Commission to evidence the insurance policies and coverages required of Contractor. The certificate must name the Commission, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the Commission with replacement certificates as described within *Section 16A, Insurance Coverage*.

**Mail all required insurance documents to the Commission at the address identified on Page 1 of the Contract.**

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the Commission to evidence the endorsement of the Commission as an additional insured per *Section 16B, General Requirements*.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) **Review and Approval:** Documents specified above must be submitted for review and approval by the Commission prior to the commencement of work by Contractor. Neither approval by the Commission nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the Commission or others, and shall be in addition to and not in lieu of any other remedy available to the Commission under this Contract or otherwise. The Commission reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Commission. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **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.

19. **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.

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

21. **COMMISSION 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

CETS#
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Materials shall be delivered into Commission possession by Contractor upon completion, termination, or cancellation of this Contract.

- 22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Commission has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a “trade secret” or “confidential” in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the Commission for honoring such a designation. The failure to so label any document that is released by the Commission shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
- 23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
- 24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
  - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
- 25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
  - A. Any federal, state, county or local agency, legislature, commission, council or board;
  - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
  - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
- 26. **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; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- 27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that this Contract is effective only and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 28. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the Commission any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.



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29. **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.
30. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) 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 an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. This Contract, and any amendments, may be executed in counterparts.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; THE SIGNATURE BLOCKS FOLLOW ON THE NEXT PAGE.)

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

\_\_\_\_\_  
Independent Contractor’s Signature                      Date                      Independent Contractor’s Title

\_\_\_\_\_  
Commission Authorized Signature                      Date                      Title

Approved as to form by:

\_\_\_\_\_  
Deputy District Attorney                      On:                      \_\_\_\_\_  
Date

# ATTACHMENT AA

## Insurance Requirements

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### INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Commission in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Commission for the Reconstruction of the V&T Railway shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Commission.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3. **Professional Liability (Errors and Omissions Liability)**

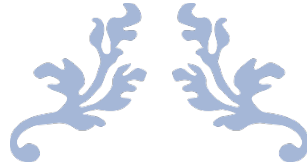
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Contract.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

a. 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.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Commission is named as an additional insured, the Commission shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall insure that each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice to the Commission, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Commission. Should Contractor fail to provide Commission timely notice, Contractor will be considered in breach and subject to cure provisions set forth within this Contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The Commission in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Commission with certificates of insurance (ACORD form or equivalent approved by the Commission) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the Commission before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.
- All certificates required by this Contract shall be sent directly to the Commission. The project description shall be noted on the certificate of insurance. The Commission reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the Commission separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Commission, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
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# 2023-24 POLAR EXPRESS THEATER PRODUCTION SERVICES

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Response to RFP from V&T Railway Commission



AUGUST 3, 2023

CARLA J. WILSON – DBA: C.J. WILSON, LLC  
3595 Arcadia Drive – Carson City, NV 89705

## **4. SCOPE OF WORK**

### **4.1.1. THEATER PRODUCTION**

- \* Administrative Tasks: Preparing audition packets; Researching pricing for needed props, costumes, equipment; Purchasing needed props, costumes and equipment then generating invoices for reimbursement; Reviewing and make any necessary changes to the script; Working with Sound Designer to create show soundtrack; Generating audition notices. Submit audition information to V&T Railway Commission no later than September 1, 2023; Submitting required documentation and soundtrack to Rail Events Inc. for review and approval.
- \* Recruit and hire the following crew positions:
  - Assistant Director/Stage Manager
  - Santa Trainer/Scheduler
  - Santa Assistant/Trainee
  - Sound Designer
  - Onboard Sound Operator
  - Onboard Sound Set-up and Installation
  - North Pole Manager & Groups
- \* Answering emails, texts, and phone calls about auditions; Sending out audition packets to interested performers; Typing song lyric sheets; Typing choreography sheets; Photocopying audition packets, lyric sheets, scripts; Typing of North Pole related documents.
- \* Purchase supplies to construct needed props for rehearsing and performing. Complete construction on any required props.
- \* Purchasing food for the cast each night. Purchasing all paper products and utensils needed for feeding cast and crew.
- \* Maintain supply of items needed to repair or re-create any props constructed.
- \* Purchase sufficient supply of ready-made props (e.g., Polar Express Big Book Storybooks; Chef Mustaches; Conductor – Pocket watch; lapel pins; lantern; clipboard; Glasses; Red Fleece Polar Express Bell Bags; Frosty Hats; Rudolph Antler Headbands) as needed for performances or to have in reserve during rehearsals and performance run of production.
- \* Laundering all costumes prior to opening night; Laundering all costumes used each weekend; Final laundering of all costumes at the close of the production.
- \* Building props and repairing costumes.
- \* Set-up and tear down of sound system on train cars before and after each night's performance if required.
- \* Accounting for Cast Performing: Generating a spreadsheet with individual cast and crew member's names to keep track of nights worked, the role they played and the car they worked on.
- \* Processing and delivering weekly honorarium payments to cast and crew.
- \* Nightly car assignments of performing cast.
- \* Up to 40 hours spent boxing up production related props, costumes, sound equipment and contents of green room. Finalizing all necessary records, invoices, and payments at close of event.

- \* Time used to resolve cast issues, performance issues, attendance issues, etc. during the rehearsal and performance time frames.
- \* Working closely with Tom Gray's staff during the nightly runs of THE POLAR EXPRESS Train Ride™ to resolve cast and passenger issues.
- \* Riding the train costumed as a Train Conductor during each run to ensure the cast is performing as required and to resolve any problems which may arise if possible. Production Director will call the Event Manager to come aboard and resolve the issue if the passenger(s) will not comply with the Production Directors request.
- \* Ensure the cast is sanitizing the train cars and assisting with cleaning of the train cars after every run. The Production Director trains the cast to do this task and provides the cleaning items to complete this task.
- \* Ensure cast and crew display professionalism, courtesy, and a high quality of customer service to the passengers, fellow cast and crew members and Tom Gray's staff on the train.
- \* Train the cast to break down all cardboard boxes for disposal.
- \* Ensure that all cast and crew members have safely left the Depot at the end of the night before leaving. The Production Director is always the last of the cast or crew members to leave. The V&T Commission Event Manager should be the final person to leave the Eastgate Depot unless they have made prior arrangements with the Production Manager/Director.

### **North Pole**

- \* Hire 1-2 Managers for the North Pole for all production nights and provide them with a list of their duties and responsibilities as Manager of the North Pole location and performers.
- \* Resolving any problems which may arise with groups at the North Pole.
- \* Meeting with perspective non-profit youth group organizations regarding portrayal of North Pole Elves.
- \* Recruit local non-profit and service groups to provide two chaperones and 5-15 youth/adults as elves at the North Pole for all performance nights of the Polar Express. Nightly honorarium to each group is \$100.00.
- \* Collect W9's from each group. At the conclusion of the event create a detailed list of nights worked by each group and the honorarium amounts owed to each. Process payment to each group.
- \* Purchase all supplies (food, water, hot cider, hot chocolate, paper goods, utensils) and provide appliances to heat food and water for performers and crew.

### **4.1.2 CASTING**

All cast and crew members are Independent Contractors. They must sign an Actor/Actress Independent Contractor Agreement; Amateur Actors Waiver and Release of Liability; Performance Availability Form; North Pole Group Participant Agreement; and North Pole Group Waiver and Release of Liability.

## **On-Board Cast**

- \* Prior to September 1, 2023, schedule audition dates and times for performers at the Carson City Depot to be held in mid to late August or early September.
- \* Conduct scheduled auditions.
- \* At auditions, provide audition packet to consist of Audition Form; Actor/Actress Agreement; Actor's Release and Waiver of Liability Form; Performance Availability Form; Blank W9; Polar Express Rehearsal/Event/Performance Calendar; V&T Safety Rules.
- \* Notify cast/performers of casting results and confirm rehearsal schedule.
- \* By September 1st begin rehearsals for the production.
- \* Rehearsals to consist of the following:
  - Teaching choreography and song lyrics to the "Hot Chocolate" dance.
  - Teaching choreography and songs to cast. Songs include Hot Chocolate, Polar Express theme song, Rudolph the Red Nosed Reindeer, Frosty the Snowman, and any additional songs added to the production for this year.
  - Teaching responsibilities and characteristics of different character roles in the production.
  - Individually rehearse the roles of Hero Boy, Conductor and Hobo in their special scenes and monologues.
  - Assist Santa Trainer/Coordinator in rehearsing Santa's in the spirit and attitude required of Polar Express Santa's and how to hand out bells in the train cars in the allotted time for them to do so.
  - Setting up mock train cars utilizing chairs and crowd control ribbon posts provided by the Depot.
  - Train cast/performers how to effectively perform to all passengers in the aisle of the train car.
  - Provide cast/performers with techniques on how to engage one-on-one with passengers effectively and work on training them how to use these techniques.
  - Provide cast/performers with scripts and individual lines to use with passengers during the performances.
  - Teaching Stewards how to seat boarding passengers efficiently and effectively for a smooth boarding process.
  - Providing cast/performers with the practice props - e.g., Polar Express Story Book; Hot Chocolate Cup Towers; Hole Punchers; Practice tickets for punching; Hawker Boxes with fitted carrying straps; Red bags and practice bells for rehearsing delivery; Frosty Hats and Rudolph Headband Antlers for Frosty and Rudolph participation numbers; Chef mustaches for Hot Chocolate dance number and any other tools needed for them to be successful in the production.
  - When rehearsing off site, ensure the cast and crew conduct themselves appropriately and with respect for the space being used.
- \* Cast Assignment: Assigning cast roles; Identifying documents which have not been completed and returned by cast members; Set-up attendance tracking system and forms; Generating spreadsheets of cast availability.
- \* Rehearsals: Set up and tear down rehearsal space each night; Holding 3-hour rehearsals 2-3 times per week for up to 10 weeks.



## **North Pole Cast**

- \* Meeting with perspective non-profit youth group organizations regarding the expected portrayal of North Pole Elves.
- \* Provide any artistic input requested by any other event staff and/or the people responsible for setting up and designing the North Pole.

### **4.1.3. COSTUMING**

#### **Costuming and Supplies**

- \* When I left the production in 2021, I organized and boxed all the costumes, props, supplies, and sound equipment, labeled the tubs and boxes, and completed a printed inventory in an Excel spreadsheet. Not knowing the status of these items now, time would be required to go through them to identify what would be needed for the 2023 season. This task would require up to four crew members for potentially up to 16 hours.
- \* **SPECIAL COSTUMING NOTE:** I have been provided with pictures of the costumes purchases for the Santa's to wear during the 2022 season. I have not personally seen these to identify if they have sufficient likeness to those used in the movie. REI has previously been asked if the common Santa suit is all right to use. They have never said we could not. Costuming for Santa has always been difficult. Prior to 2022, we always hired Santa's who had their own Santa suits to prevent the need to buy sufficient sizes of Santa suits for those playing the role. We have also used two Santa's every night. A VIP Santa and a North Pole Santa. Santa is not seen until the train arrives at the North Pole. This Santa is then seen walking the length of the train waving to onboard passengers. He then boards the train and visits the passengers in the Deluxe and Coach Cars. The VIP Santa emerges from his hiding place once the North Pole Santa boards the train. To maintain the magic the VIP and North Pole Santa's are one in the same when they visit the passengers, they need to have suits which match. It is my hope we will be able to recruit sufficient Santa's who have their own suits. Here are potential cost scenarios regarding consistent costuming of the Santa's.
  - **Using costumes purchased in 2022:** Depending on the sizes required for all Santa's, there could be the need to purchase additional versions of these to provide consistency with the appropriate look and fit for all the Santa's.
  - **Santa's with their own suits:** If we have two or more Santa's with their own common Santa suits, there could be the need to purchase one or two of this type of suit plus padding to provide consistency with the appropriate look and fit for all the Santa's. **Recommended URLs for Common Santa Suit Pricing:** In purchasing Santa suits it is important you think about consistency amongst all the suits being used and the potential longevity of how the suit will hold up being used by different people each season. Amazon has several vendors who sell the common red Santa suit for under \$100 each. It is my recommendation to purchase one of two of the common red Santa suits which are of quality to last. Suits of this quality begin at \$300.00 each.

#### 4.1.4. OPTIONAL – SOUND

##### \* Sound Designer/Mixer/Manager

It is my understanding that Rail Events, Inc. (REI), assisted in the creation of the show soundtrack for the 2022 show. From 2016 to 2021, myself and my husband, Wayne Wilson, designed and created the soundtrack for the show. Every year we would modify the soundtrack to meet the requirements given by REI. In 2021, the event reviewer from REI told me personally, “You have this production dialed in.”

Until I have a chance to listen to the soundtrack created for the 2022 production, I will not know what changes were made. I do know the Hero Girl was added and the Hobo was given the opportunity to sing. I agree with keeping Hero Girl in production. However, I will not continue with the Hobo singing as he did not sing in the movie and does not sing in the productions I have seen done at Polar Express Camp.

It has always been my goal to stay in compliance with the parameters of production established by REI and Warner Bros. Consumer Products. I have attended three Polar Express Camps where my interactions with the REI technical team and other PEX event hosts have taught me ways I can use my own creativity when designing the production. This can include modifications to our soundtrack which can be done by Mr. Wilson in a timely manner allowing the cast to always be working with the soundtrack they will be using in the run of the show.

Mr. Wilson will also be responsible for the sound needed in the Depot. This includes the holiday ambience music before and after the pre-show. He will also be responsible for running the sound for the vocals of the Hero Boy and Conductor during the pre-show on the Depot stage in the loading room. He will remain at the Depot to be available for troubleshooting any problems which may arise with the sound in the depot, loading area, or on the train.

##### \* On-Board Sound Set-up and Design

- It is my understanding the previous company had John at Starsound to set up the sound system for the cast on the train. I feel this should be done once again as he has the expertise to know what is needed for sound to hopefully prevent any problems. I am not including the cost for this expense in my budget. I feel this is a separate cost which should be negotiated by the Commission or Event Management team.

It is my intention to use body microphones on the performers as I have done in the past. My Sound Designer/Manager will work closely with myself and the Sound Operator to do a sound check each night prior to the trains’ first departure. As the train will be stationed at the Eastgate Depot all the time this can be done.

**4.1.5. DISCUSS CAPABILITY TO MANAGE CAST AND DIRECTOR PAYROLL AND ASSOCIATED REPORTING**

- \* Train cast, North Pole groups, and all crew will be paid in cash on a weekly schedule. An invoice will be submitted to the V&T Railway Commission in accordance with their check cutting schedule to obtain the funds necessary to pay cast and crew their honorarium accordingly.

All cast and crew are required to sign in every night they work. These attendance records are then used to calculate each cast and crew member’s honorarium for weekly disbursement.

**5. DURATION OF SERVICE**

- \* Initial contract term is August 3, 2023, through January 30, 2024, with an option to renew up to 3 additional years. Options will be exercised only if agreed upon by both parties and in the best interests of the V&T Railway Commission. Duration of contract and any subsequent renewal are subject to the extension of the contracts between V&T Railway Commission and Rail Events Inc., which currently expires December 31, 2024.

**9. REQUIRED INFORMATION**

**9.1 Statement of Project Understanding**

- \* a. Describe your experience with theater production services, including but not limited to casting and production, and sound, if applicable.

I have over 40 years of performing in, casting, and directing, theatrical productions in Carson City, Lake Tahoe, Reno, Minden/Gardnerville, and Dayton. In 2011 I joined the cast of The Polar Express Train Ride Event as a performer. I participated in this capacity for 5 years. In 2016 I was offered the opportunity to cast and direct this production. This included manning of production staff, North Pole staff and cast, sound, and artistic aspects of all things production related. I held this position from 2016 through 2021. The exception was 2020 when COVID prevented us from holding the event. To the best of my knowledge all the years I directed the production it was well received and successful with limited unfavorable comments/reviews. In 2021, REI marketing and Warner Bros. liaison, rode the train to review our production. He only rode the first train of the evening. Before the departure of the second train that same evening I asked Jamie what car he would like to ride. His response to me was as follows, “I don’t need to ride again. You have everything dialed in beautifully.”

Attachments: Background of Theatrical Experience and Personal Theatrical Resume

## 9.2 Key Personnel Information

\* Currently my key personnel are as follows.

Production Manager/Director – Carla Wilson

Asst. Production Manager/Director – Desiree Hanks

Sound Set-up – I have reached out to John with Starsound to meet with him. Based on  
A determination as to who will be responsible for this will be made after  
this meeting.

Score Design, Recording & Editing – Wayne Wilson

Sound Operator – Wayne “Wilber” Carlson

Santa Trainer/Coordinator – Jimmy Arendt

Santa Coordinator Trainee – Dennis Billows

## 9.3 Project Approach

Auditions Location: Eastgate Depot  
Friday, September 11<sup>th</sup> – 7:00pm to 9:00pm  
Saturday, September 12<sup>th</sup> – 7:00pm to 9:00pm  
Sunday, September 13<sup>th</sup> – 1:00pm to 3:00pm

Rehearsal Dates and Time Location: Eastgate Depot  
Rehearsals Begin: Thursday, September 21<sup>st</sup>  
Number of Rehearsals Each Week: 3

- \* Thursdays – 6:30pm to 9:00pm  
Dates: Sept. 21<sup>st</sup> / Oct. 5<sup>th</sup>, 26<sup>th</sup> / Nov. 2<sup>nd</sup>, 9<sup>th</sup>
- \* Fridays – 6:30pm to 9:00pm  
Dates: Sept. 22<sup>nd</sup>, / Oct. 6<sup>th</sup>, 27<sup>th</sup> / Nov. 3<sup>rd</sup>, 10<sup>th</sup>
- \* Saturdays – 6:30pm to 9:00pm  
Dates: Sept. 23<sup>rd</sup> (11:00am to 1:30pm)  
Oct. 7<sup>th</sup> (11:00am to 1:30pm)  
Oct. 14<sup>th</sup>, 21<sup>st</sup>, 28<sup>th</sup> (6:30pm to 9:00pm)
- \* Sundays – Dates: Oct. 15<sup>th</sup> & 22<sup>nd</sup> (12:00pm to 2:30pm)

### SPECIAL REHEARSALS

In VC on the Train - November 4<sup>th</sup> & 5<sup>th</sup> – 10:30am to 1:30pm  
Dress Rehearsal / Guest and Media Night – November 16<sup>th</sup> – 3 runs  
Possible Additional Dress Rehearsals on Train at Eastgate Depot –  
November 11<sup>th</sup> & 12<sup>th</sup> – 12:00pm to 4:00pm

#### **9.4 Cost Proposal for Basic & Special Services**

Information and justification for the cost proposal section are provided in the following attachments.

- \* See attached completed Cost Proposal for 4-Car Train

#### **17. INSURANCE REQUIREMENTS/HOLD HARMLESS CLAUS**

- \* See attached Insurance Policy
- \* Nevada Business License #: NV20091539434

**2023 COST PROPOSAL**

Cost Proposal of Carla Wilson (hereinafter called "PROPOSER"), organized and existing under the laws of the State of Nevada doing business as C.J. Wilson, LLC \* To the Nevada Commission for the Reconstruction of the V & T Railway (hereinafter called "OWNER").

In compliance with your Request for Proposals, PROPOSER will perform all the SERVICES Identified in the Request for Proposals for the **POLAR EXPRESS THEATER PRODUCTION SERVICES** in strict accordance with the Provisions and Requirements contained therein at the prices stated below.

By submission of this COST PROPOSAL, PROPOSER certifies, and in the case of a joint PROPOSAL each party thereto certifies as to his own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL with any other PROPOSER or with any competitor.

\* Insert "a corporation", "a partnership", "an additional" as applicable.

## 4-Car Estimate Using 2023 Contract Rate for Performers

## V&amp;T RAILWAY COMMISSION POLAR EXPRESS THEATRE PRODUCTION SERVICES CONTRACT - COST PROPOSAL

<u>SERVICES</u>					
ITEM	DESCRIPTION	UNIT (Day, Night, Month, Hour, Each, Case, Pack, Pair)	ESTIMATED QUANTITY	UNIT PRICE	PRICE
1	Performers/Cast	Night	23	\$2,050.00	\$47,150.00
2	Director	Hour	800	\$35.00	\$28,000.00
3	Director's Assistant/Stage Manager	Hour	266	\$15.00	\$3,990.00
4	Sound Designer/Manager	Hour	364	\$10.00	\$3,640.00
5	Sound Assistant/Operator	Hour	150	\$10.00	\$1,500.00
6	Santa Recruiter/Trainer & Assistant	Pair	1	\$5,000.00	\$5,000.00
7	North Pole Manager	Night	23	\$100.00	\$2,300.00
8	North Pole Elves	Night	23	\$100.00	\$2,300.00
<b>Production Supplies (Please provide detailed list/cost for each of the lines below)</b>					
9	Office Supplies - Paper, Ink	Pack	6 Reams Paper 3 Ink Cart.	\$405.00	\$405.00
10	Data Graphics - Copying & Collating of Song Lyric Sheets, Choreography Cues & Scripts			\$1,500.00	\$1,500.00
11	Depot Cast - Food, Drinks, Plates, Bowls, Cups, etc.	Night	23	\$75.00	\$1,725.00
12	North Pole Cast - Food, Drinks, Plates, Bowls, Cups, etc.	Night	23	\$55.00	\$1,265.00
13	Props, Costumes			\$13,000.00	\$13,000.00
14	Sound Equipment (If Needed)			\$4,000.00	\$4,000.00
<b><u>TOTAL PRICE: \$115,775.00</u></b>					

Respectfully submitted:

\_\_\_\_\_  
Signature\_\_\_\_\_  
Address\_\_\_\_\_  
Title\_\_\_\_\_  
Date

(SEAL-if PROPOSAL is by a corporation)

Attest \_\_\_\_\_