

**INTEGRATION AGREEMENT FOR ANNUAL CONTRACT
FOR RIGGING SERVICES AT THE ALAMODOME**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100006961, 016-028**

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), by and through its Director of Finance or said Director's designee, and Upstage Center, Inc. (Contractor), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0 CONTRACT DOCUMENTS

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- 1.1 This Integration Agreement;
- 1.2 City's RFCSP No. 6100006961, 016-028, including all attachments thereto; and
- 1.3 Contractor's signed response to City's RFCSP No. 6100006961, 016-028.

2.0 ORIGINAL CONTRACT TERM

Section 005 – Supplemental Terms and Conditions, Original Contract Term, is hereby revised to read as follows:

Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding this contract, or February 1, 2017, whichever is later. This contract shall terminate on July 4, 2021.

3.0 PRICE

Pricing charged by Contractor shall be in accordance with the Price Schedule attached to this Integration Agreement and incorporated herein for all purposes as Exhibit I. Contractor's price includes costs of a performance bond and fall restraints.

3.0 ENTIRE AGREEMENT

This Agreement, together with its attachments and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and AGREED to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

UPSTAGE CENTER, INC.

Print Name: _____
Title: _____
Date: _____

Marshall Eggers

Print Name: MARSHALL EGGERS
Title: MANAGER
Date: 11-22-16

Approved as to Form:

Assistant City Attorney

RFCSP ATTACHMENT B

In each of the following tables, enter Contractor's rates (dollars and cents) in the designated cells for each year of the Agreement. **EACH REQUESTED RATE MUST BE FILLED-IN, OR CONTRACTOR'S BID SHALL BE DISQUALIFIED.** Note that certain cells require the entry of a monthly rate, while others require the entry of an hourly rate. Contractor shall be bound by these rates during the term of the Agreement. Contractor's only payment or compensation from the City under this Agreement shall be pre-approved and billed hours at the applicable rate indicated for the specific Agreement year, or as specified elsewhere herein. These rates shall not be adjusted for any reason during the term of the Agreement, therefore Contractor should calculate and include within each rate any and all costs (i.e. overhead, Service Equipment) Contractor seeks to recoup for the provision of these Services, as well as Contractor's profit.

The Estimated Number of Annual Man-Hours is based on the October 1, 2016 through September 30, 2017 Event List incorporated herein and attached as Attachment J. These hours should be used in Contractor's calculations of rates during the term of the Agreement; however the City does not guarantee a minimum number of man-hours as these can fluctuate based on the number and type of events booked.

Contractor's score for the Price Schedule portion of the evaluation criteria shall be determined largely on the total estimated cost of the Agreement, as calculated by the City multiplying the Estimated Number of Annual Man-Hours by the Contractor's rates for each year of the Agreement.

Contractor should contemplate and incorporate into its rates all future increases in the federal minimum wage.

ITEM 1 – RIGGING

INITIAL TERM -- Upon Award or 7/6/2016, whichever is later through 7/4/2021

STAFFING (indicate hourly rate except as noted)	Est. No. of Annual Man- Hours					
		7/5/2016 – 7/4/2017	7/5/2017 – 7/4/2018	7/5/2018 – 7/4/2019	7/5/2019 – 7/4/2020	7/5/2020 – 7/4/2021
1a.) Rigging Supervisor	500	\$49.88/hr.	\$49.88/hr.	\$50.88/hr.	\$51.90/hr.	\$52.95/hr.
1b.) Up Rigger	750	\$49.88/hr.	\$49.88/hr.	\$50.88/hr.	\$51.90/hr.	\$52.95/hr.
2c.) Down Rigger	750	\$49.88/hr.	\$49.88/hr.	\$50.88/hr.	\$51.90/hr.	\$52.95/hr.
1d.) Puller	1,500	\$28.88/hr.	\$28.88/hr.	\$29.46/hr.	\$30.05/hr.	\$30.65/hr.
1e.) Spot Light Operator	1,200	\$26.25/hr.	\$26.25/hr.	\$26.78/hr.	\$27.32/hr.	\$27.87/hr.
1f.) Stagehand	1,500	\$24.15/hr.	\$24.15/hr.	\$24.63/hr.	\$25.12/hr.	\$25.62/hr.

RENEWAL TERMS - 7/5/2021 through 7/4/2026

STAFFING (Indicate hourly rate except as noted)	Est. No. of Annual Man- Hours	7/5/2021 -- 7/4/2022	7/5/2022 -- 7/4/2023	7/5/2023 -- 7/4/2024	7/5/2024 -- 7/4/2025	7/5/2025 -- 7/4/2026
		1a.) Rigging Supervisor	500	\$54.01/hr.	\$55.09/hr.	\$56.19/hr.
1b.) Up Rigger	750	\$54.01/hr.	\$55.09/hr.	\$56.19/hr.	\$57.31/hr.	\$58.46/hr.
2c.) Down Rigger	750	\$54.01/hr.	\$55.09/hr.	\$56.19/hr.	\$57.31/hr.	\$58.46/hr.
1d.) Puller	1,500	\$31.26/hr.	\$31.89/hr.	\$32.53/hr.	\$33.18/hr.	\$33.84/hr.
1e.) Spot Light Operator	1,200	\$28.43/hr.	\$29.00/hr.	\$29.58/hr.	\$30.17/hr.	\$30.77/hr.
1f.) Stagehand	1,500	\$26.13/hr.	\$26.65/hr.	\$27.18/hr.	\$27.72/hr.	\$28.27/hr.