

## **AMENDMENT NUMBER 2 TO “AGREEMENT FOR CONTRACT SERVICES”**

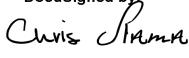
THIS AMENDMENT NUMBER 2 TO AGREEMENT FOR CONTRACT SERVICES (the "Second Amendment") is made and entered into as of March 19, 2024 by and between the CITY OF IRVINE, a municipal corporation ("City") and STAGE TECH, INC, a California corporation ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of August 10, 2023, City of Irvine contract number 20954 (the "Agreement").

1. The expiration date of the Agreement is changed from March 31, 2024 to March 31, 2025.
2. PART I, FUNDAMENTAL TERMS, B. Description of Services/Good to be Provided is modified to the following:  
  
"As-needed Staging, Stage Lighting, and Video Wall Services for Events in accordance with PART IV, Scope of Services and EXHIBIT I, attached hereto."
3. PART IV, SCOPE OF SERVICES, is deleted in its entirety and replaced with EXHIBIT I, attached hereto.
4. PART V, BUDGET, is modified as follows:
  - Budget remains unchanged for the current renewal term with a not-to-exceed contract value of \$60,000.00.
  - Pricing is modified to include EXHIBIT II, attached hereto.
5. Except as set forth in this Second Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

(Signatures follow on next page)

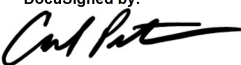
IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

**CITY OF IRVINE**

DocuSigned by:  
By:   
3294FF52A9CE497...  
Chris Slama


Its: Director of Community Services

Attest:

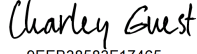
DocuSigned by:  
By:   
0F6AD91E02E547D...  
Carl Petersen

Its: City Clerk

**STAGE TECH, INC**


DocuSigned by:  
By:   
9EEB38583F17465...  
Charley Guest

Its: President

DocuSigned by:  
By:   
9EEB38583F17465...  
Charley Guest

Its: Secretary

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

DocuSigned by:  
By:   
E04AA49F95474A7...  
Jeffrey Melching

## **EXHIBIT I**

### **PART IV**

#### **SCOPE OF SERVICES**

**Services shall be performed as set forth below and in accordance with EXHIBIT II.**

Contractor shall provide staging, video and lighting services at various events held throughout the City of Irvine, including the Great Park, on an as-needed basis and as defined below. This includes all stages with a surface of 100 sq. feet or larger and with or without lighting. Work details and guidelines are included in this Scope of Work and Specifications.

Contractor agrees to the following:

#### **1.1 Locations/Date/Time**

Event locations shall vary throughout the City of Irvine, including the Great Park.

#### **1.2 Staging, Lighting, and Video Wall Coordination**

- Stages will be set up to standard and size specifications.
- Stages with lighting will be set up to standard and size specifications.
- Stages with video walls will be set up to standard and size specifications.
- Stages with lighting and video walls will be set up to standard and size specifications.
- Coordinate installation schedules for each stage with designated City staff.
- Coordinates dismantle schedules for each stage with designated City staff.

#### **1.3 Representative**

Appoint a representative to serve as a liaison between Contractor and City. The name of the representative shall be submitted to the City and any changes in representative designation shall be immediately reported to City in writing.

#### **1.4 Staffing and Supplies**

Provide adequate staffing and supplies to fulfill scope of work within the scheduled timeframe.

#### **1.5 Installation of Banners**

- Contractor will install City-supplied backdrop banners on the rear stage trusses.
- Contractor will install City-supplied event banners on front and rear trusses of stages.
- Installation will meet local and state guidelines for securing banners on trusses.

#### **1.6 Workmanship**

Contractor must adhere to the following guidelines:

- Turf lift forklift is the only type of vehicle allowed on park grass.
  - Contractor will provide the necessary crew to place (City-supplied) plywood or bridge well gator mats to create a path across park grass to the stage locations

for any other Contractor vehicles. If mutually agreed upon, Contractor may supplement plywood or recommend alternate methods to access stage locations.

- Contractor's vehicles may access stage locations on paved walkways or plywood paths only. Contractor is not allowed on park grass unless under the direction of designated City staff.
- Exercise extreme care when driving on paved walkways to avoid damage to light poles, benches, trees, and other park structures.
- Exercise extreme care when maneuvering on park grass to avoid damage to water lines and sprinkler heads.
- Contractor is financially responsible for all property damage.
- Rental equipment and costs shall be inclusive of meeting all regulatory and permitting requirements.
- Contractor shall submit all required documents and be present for all required inspections identified to meet City of Irvine Special Event Permit Application requirements (City of Irvine Form 80-10) which can be accessed at: <http://www.cityofirvine.org/irvine-police-department/forms-and-applications>. Required documents can include, but are not limited to, stage diagrams and engineer drawings, wet stamps, and OCFA clearance.
- City retains the right to adjust equipment quantities as needed with the understanding that the unit price will not exceed the rate provided in Contractor's quote(s). Total Not to Exceed amount (NTE) \$60,000.00 annual.



**CLIENT**  
**CITY OF IRVINE**  
 P.O. BOX 19575  
 IRVINE  
 CA 92623-9575  
**P** +1 (949) 724-7423

**VENUE**  
 TBD  
**P**

**SETIAM ALLAH** **C**

**PURCHASE ORDER #** **SALESMAN**

**FREEZE START**  
 Sat, 3/9/24

**FREEZE END**  
 Sat, 3/9/24

**ROBERT L**

**AREA VIDEO**

| CLIENT PROVIDE                  | DAYS                                    | BOOK RATE | CHARGED RATE | MULTI | EXT RATE |
|---------------------------------|---|-----------|--------------|-------|----------|
| 1                               | CLIENT PROVIDE ALL PERMITS IF REQUIRED  | ME        |              |       |          |
| 1                               | CLIENT PROVIDE ADEQUATE TRUCK ACCESS    | ME        |              |       |          |
| 1                               | CLIENT PROVIDE ALL POWER DROPS PER PLOT | ME        |              |       |          |
| <b>CLIENT PROVIDE SUB TOTAL</b> |   |           |              |       |          |

**EQUIPMENT**

| QTY                        | DESCRIPTION                           | BOOK RATE | CHARGED RATE | MULTI | D%  | EXT RATE    |
|----------------------------|---------------------------------------|-----------|--------------|-------|-----|-------------|
| 1                          | PACKAGE DEAL<br>TOTAL \$4500 PACKAGE  | ME        | -\$6,795.00  |       | ??% | -\$6,795.00 |
| 1                          | LAPTOP W/ LED STUDIO FOR VIDEO WALL   |           | \$225.00     |       |     | \$225.00    |
| 1                          | FOLSOM IMAGE PRO HD SWITCHER          |           | \$500.00     |       |     | \$500.00    |
| 40                         | ROE MC-7H 7.5MM 600X600MM VIDEO PANEL |           | \$175.00     |       |     | \$7,000.00  |
| 3                          | 12" X 12" BOX TRUSS 10' LONG - BLACK  |           | \$70.00      |       |     | \$210.00    |
| 2                          | CM CHAIN MOTOR - 1/2 TON W/ 60' CHAIN |           | \$140.00     |       |     | \$280.00    |
| <b>EQUIPMENT SUB TOTAL</b> |                                       |           |              |       |     | \$1,420.00  |

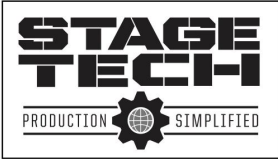
**LABOR**

| PREP                   | VIDEO PREP 1     | FRI, 3/8/24 | 8:00 AM | HRS | BOOK RATE | CHARGED RATE | MULTI | D% | EXT RATE   |
|------------------------|------------------|-------------|---------|-----|-----------|--------------|-------|----|------------|
| 1                      | VIDEO SUPERVISOR |             |         | 8.0 |           | \$200.00     |       |    | \$200.00   |
| LOAD-IN                | VIDEO LOAD-IN 1  | SAT, 3/9/24 | 8:00 AM | HRS | BOOK RATE | CHARGED RATE | MULTI | D% | EXT RATE   |
| 1                      | STAGE HAND       |             |         | 6.0 |           | \$48.00      |       |    | \$288.00   |
| 1                      | VIDEO TECHNICIAN |             |         | 6.0 |           | \$65.00      |       |    | \$390.00   |
| 1                      | VIDEO SUPERVISOR |             |         | 6.0 |           | \$75.00      |       |    | \$450.00   |
| SHOW                   | VIDEO SHOW 1     | SAT, 3/9/24 | 4:00 PM | HRS | BOOK RATE | CHARGED RATE | MULTI | D% | EXT RATE   |
| 1                      | VIDEO SUPERVISOR |             |         | 4.0 |           | \$75.00      |       |    | \$300.00   |
| LOAD-OUT               | VIDEO LOAD-OUT 1 | SAT, 3/9/24 | 8:30 PM | HRS | BOOK RATE | CHARGED RATE | MULTI | D% | EXT RATE   |
| 1                      | STAGE HAND       |             |         | 4.0 |           | \$48.00      |       |    | \$192.00   |
| 1                      | VIDEO TECHNICIAN |             |         | 4.0 |           | \$65.00      |       |    | \$260.00   |
| 1                      | VIDEO SUPERVISOR |             |         | 4.0 |           | \$75.00      |       |    | \$300.00   |
| <b>LABOR SUB TOTAL</b> |                  |             |         |     |           |              |       |    | \$2,380.00 |

**TRUCK**

| QTY                    | LOAD-IN           | VIDEO LOAD-IN 1  | SAT, 3/9/24 | 8:00 AM | BOOK RATE | CHARGED RATE | MULTI | D% | EXT RATE |
|------------------------|-------------------|------------------|-------------|---------|-----------|--------------|-------|----|----------|
| 1                      | 26' BOBTAIL TRUCK |                  |             |         |           | \$350.00     |       |    | \$350.00 |
| QTY                    | LOAD-OUT          | VIDEO LOAD-OUT 1 | SAT, 3/9/24 | 8:30 PM | BOOK RATE | CHARGED RATE | MULTI | D% | EXT RATE |
| 1                      | 26' BOBTAIL TRUCK |                  |             |         |           | \$350.00     |       |    | \$350.00 |
| <b>TRUCK SUB TOTAL</b> |                   |                  |             |         |           |              |       |    | \$700.00 |

|                   |              |                   |
|-------------------|--------------|-------------------|
| <b>AREA TOTAL</b> | <b>VIDEO</b> | <b>\$4,500.00</b> |
|-------------------|--------------|-------------------|



CITY OF IRVINE

P.O. BOX 19575  
IRVINE  
CA 92623-9575

P +1 (949) 724-7423



SETIAM ALLAH



TBD



PURCHASE ORDER #

SALESMAN

STAGE & LIGHTING DESIGN • LABOR • EVENT SCAFFOLD • TURNTABLES



FREEZE START  
Sat, 3/9/24



FREEZE END  
Sat, 3/9/24

ROBERT L

PAYMENT TERMS

NET 30

TERMS & CONDITIONS

- LESSEE/CLIENT HAS REVIEWED THE LABOR & TRUCKING SCHEDULE, EQUIPMENT TO BE SUPPLIED AND AGREES THAT IT ADHERES TO THE NEEDS OF THE LESSEE/CLIENT. ONSITE DEVIATIONS WILL RESULT IN ADDITIONAL COSTS TO LESSEE/CLIENT.
- IF LESSEE/CLIENT FAILS TO SUPPLY "CLIENT PROVIDE" EQUIPMENT OR LABOR AS STATED, STAGE-TECH WILL CHARGE ADDITIONAL FEES TO LESSEE/CLIENT AT STAGE-TECH'S DISCRETION TO REMEDY THE SITUATION.
- IF VENUE ACCESS, LOADING DOCK OR LOCATION IS UNSAFE, UNAVAILABLE, UNREACHABLE OR HIGHLY INCONVENIENT TO COMMENCE WORK, LESSEE/CLIENT WILL BE RESPONSIBLE FOR ADDITIONAL CHARGES APPROPRIATE AT STAGE-TECH'S DISCRETION TO COMPLETE THE JOB. IF WORK CAN NOT BE PERFORMED SAFELY STAGE-TECH MAY OPT OUT OF SAID CONTRACT OR WAIT ON THE CLOCK AT LESSEE/CLIENT'S EXPENSE UNTIL SAFE WORKING CONDITIONS ENSUE.
- LESSEE/CLIENT UNDERSTANDS AND AGREES TO OPERATE SAID EQUIPMENT ONLY IN THE MANNER FOR WHICH IT WAS INTENDED. LESSEE/CLIENT FURTHER AGREES NOT TO ALTER ANY INSTALLED EQUIPMENT WITHOUT PRIOR WRITTEN PERMISSION OF STAGE-TECH.
- LESSEE/CLIENT WILL PAY THE REPLACEMENT RETAIL VALUE FOR ANY EQUIPMENT, WHICH IS LOST, STOLEN OR DAMAGED WITHIN 10 BUSINESS DAYS OF BEING INVOICED.
- LESSEE/CLIENT WILL PAY DAILY OR WEEKLY RENTAL FEES FOR EQUIPMENT WHICH IS NOT RETURNED ON TIME OR RETURNED DAMAGED.
- LESSEE/CLIENT AGREES AN UNPAID 1 HOUR WALK AWAY MEAL BREAK WILL OCCUR EVERY 5 WORKING HOURS FOR THE DURATION OF THE CALL. LESSEE/CLIENT MAY ALSO OPT FOR A PAID 5 HOUR MEAL BREAK WHERE LESSEE/CLIENT SUPPLIES AN ADEQUATE MEAL TO KEEP SAID CREW ONSITE.
- LESSEE/CLIENT AGREES TO SUPPLY CREW VEHICLE PARKING AS NEEDED FOR BOTH PERSONAL AND COMMERCIAL VEHICLES AT LESSEE/CLIENT EXPENSE.
- LESSEE/CLIENT AGREES TO PAY A 2.5% SERVICE CHARGE ON ALL PAYMENTS MADE WITH CREDIT CARD.
- LESSEE/CLIENT AGREES ALL DISCOUNTS WILL BE FORFEITED IF PAYMENT TERMS ARE NOT MET.
- LESSEE/CLIENT AGREES TO PAY A 1.5% PER MONTH INTEREST FEE ON ALL UNPAID BALANCES.
- LESSEE/CLIENT AGREES THEY HAVE RECEIVED A COPY OF, AND READ, THE EXTENDED TERMS AND CONDITIONS WITHIN THE STAGE-TECH CUSTOMER AGREEMENT, AND THAT THOSE TERMS AND CONDITIONS SHALL GOVERN THIS CONTRACT. - www.stage-tech.com/terms-of-service
- CONFIRMED QUOTATIONS ARE NOT AVAILABLE FOR CANCELLATION WITHOUT WRITTEN PERMISSION FROM THE CEO OR OFFICE MANAGER OF STAGE TECH. A MINIMUM OF 50% OF THE TOTAL CONTRACT AMOUNT PLUS ANY ACTUAL CHARGES INCURRED BY STAGE TECH FOR SUB-RENTED EQUIPMENT OR LABOR WILL BE ASSESSED TO ALL CANCELLATIONS. IF SAID CANCELLATION OCCURS IN LESS THAN 72 HRS OF DELIVERY A.K.A "LOAD IN" DATE AND TIME A CHARGE EQUAL TO 100% OF THE CONTRACT AMOUNT WILL BE CHARGED.
- BY SIGNING BELOW LESSEE/CLIENT AGREES TO THE FOLLOWING TERMS AND CONDITIONS.
- ALL DISCOUNTS WILL BE REVOKED IF BALANCE IS NOT PAID WITHIN PAYMENT TERMS.

|           | NON-DISCOUNTABLE EQUIPMENT TOTAL: | APPLIED DISCOUNTS |            |
|-----------|-----------------------------------|-------------------|------------|
| EQUIPMENT | \$1,420.00                        |                   | \$1,420.00 |
|           |                                   |                   | \$1,420.00 |
| LABOR     | \$2,380.00                        |                   | \$2,380.00 |
| TRUCKING  | \$700.00                          |                   | \$700.00   |
| MISC      |                                   |                   |            |

STATUS DATES

3/5/24

SUB TOTAL : **\$4,500.00**

PAYMENTS RECEIVED :

OVERDUE INTEREST

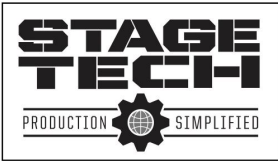
BALANCE DUE : **\$4,500.00**

**THIS QUOTE EXPIRES ON 3/6/2024 UNLESS A SIGNED COPY OF QUOTE IS RECEIVED VIA EMAIL WITH DEPOSIT (IF REQUIRED).**

AUTHORIZED SIGNATURE

DATE

<http://192.168.0.251/Redirect.html?fmpUrl=fmp://192.168.0.251/StageTech%20Menu?script=URLQuoteInfo%26param=44152>



**CLIENT**  
**CITY OF IRVINE**  
 P.O. BOX 19575  
 IRVINE  
 CA 92623-9575

**VENUE**  
 TBD

**P** +1 (949) 724-7423

**SETIAM ALLAH**

**C**

**P**

PURCHASE ORDER #

SALESMAN

STAGE & LIGHTING DESIGN • LABOR • EVENT SCAFFOLD • TURNTABLES

**FREEZE START**  
 Sat, 3/9/24

**FREEZE END**  
 Sat, 3/9/24

**ROBERT L**

**AREA VIDEO**

**CLIENT PROVIDE**

DAYS

BOOK RATE CHARGED RATE MULTI EXT RATE

- 1 **CLIENT PROVIDE ALL PERMITS IF REQUIRED**
- 1 **CLIENT PROVIDE ADEQUATE TRUCK ACCESS**
- 1 **CLIENT PROVIDE ALL POWER DROPS PER PLOT**

ME

ME

ME

**CLIENT PROVIDE SUB TOTAL**

**EQUIPMENT**

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| 1   | FOLSOM IMAGE PRO HD SWITCHER          |           | \$500.00     |       |     | \$500.00    |
| 3   | 12" X 12" BOX TRUSS 10' LONG - BLACK  |           | \$70.00      |       |     | \$210.00    |
| 2   | CM CHAIN MOTOR - 1/2 TON W/ 60' CHAIN |           | \$140.00     |       |     | \$280.00    |
| 1   | PACKAGE DEAL<br>TOTAL \$5000 PACKAGE  | ME        | -\$8,295.00  |       | ??% | -\$8,295.00 |
| 60  | INFILED IL-RSS-ORAR4.63 500X500MM     |           | \$150.00     |       |     | \$9,000.00  |

**EQUIPMENT SUB TOTAL**

\$1,920.00

**LABOR**

| PREP     | VIDEO PREP 1     | FRI, 3/8/24 | 8:00 AM | HRS | BOOK RATE | CHARGED RATE | MULTI | D% | EXT RATE |
|----------|------------------|-------------|---------|-----|-----------|--------------|-------|----|----------|
| 1        | VIDEO SUPERVISOR |             |         | 8.0 |           | \$200.00     |       |    | \$200.00 |
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**LABOR SUB TOTAL**

\$2,380.00

**TRUCK**

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|-----|-------------------|------------------|-------------|---------|-----------|--------------|-------|----|----------|
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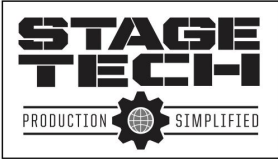
**TRUCK SUB TOTAL**

\$700.00

**AREA TOTAL**

**VIDEO**

**\$5,000.00**



CITY OF IRVINE

P.O. BOX 19575  
IRVINE  
CA 92623-9575

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SETIAM ALLAH



TBD



PURCHASE ORDER #

SALESMAN

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FREEZE START  
Sat, 3/9/24



FREEZE END  
Sat, 3/9/24

ROBERT L

PAYMENT TERMS

NET 30

TERMS & CONDITIONS

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|           | NON-DISCOUNTABLE EQUIPMENT TOTAL: | APPLIED DISCOUNTS |            |
|-----------|-----------------------------------|-------------------|------------|
| EQUIPMENT | \$1,920.00                        |                   | \$1,920.00 |
|           |                                   |                   | \$1,920.00 |
| LABOR     | \$2,380.00                        |                   | \$2,380.00 |
| TRUCKING  | \$700.00                          |                   | \$700.00   |
| MISC      |                                   |                   |            |

STATUS DATES

3/5/24

SUB TOTAL : \$5,000.00

PAYMENTS RECEIVED :

OVERDUE INTEREST

BALANCE DUE : \$5,000.00

**THIS QUOTE EXPIRES ON 3/6/2024 UNLESS A SIGNED COPY OF QUOTE IS RECEIVED VIA EMAIL WITH DEPOSIT (IF REQUIRED).**

AUTHORIZED SIGNATURE

DATE

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