CITY CLERK
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C-8212
12/11/2012

AGREEMENT FOR

Light Tower Rentals

City of Glendale Solicitation No. IFB 13-03

This Agreement for light tower rentals ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and PRIDE Group, LLC, an Arizona Limited liability company, (the "Contractor"), as of the 11th day of December 2012.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 13-03 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Contractor's Work.

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating

Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $100,000 annually, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

(A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance

coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

(B) General Liability. Contractor must at all times relevant hereto carry a commercial general liability policy as set forth below:

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

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

(C) Auto. A business auto policy including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	$1,000,000

(D) Workers' Compensation and Employer's Liability.

(1) Workers' Compensation Statutory

Employer's Liability

Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Each Policy Limit	$500,000

(2) Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

(3) Contractor further agrees that she shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of her sub-contractors, shall be considered the employees of such Contractor, or her sub-contractor(s), and not the employees of the City.

(E) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

(F) Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to Material Management Department, 5850 West Glendale Avenue, Glendale, Avenue, Suite 317, Glendale, Arizona 85301 a copy of the policy or a certification by the insurance carrier, showing the Contractor and each Sub-contractor to have in effect during the term of this contract, the policies and coverages in accordance with the provisions of this section. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Contractor even if those limits are in excess of the cover limits required by this Agreement.**

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

(G) Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

(H) Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. **Foreign Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

11. **Notices.**

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Clint Mills, Vice President
c/o PRIDE Group, LLC
P.O. Box 11100
Chandler, Arizona 85248
480-663-3911

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Debbie Albert, Principal Engineer
Intelligent Transportation Department
5800 West Glenn Drive, Suite 315
Glendale, Arizona 85301
623-847-7524

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Term. The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

15. Liquidated Damages. If Contractor fails to deliver the supplies or perform the services required by The Project within the time frames specified in this Agreement, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor will pay to the City as fixed, agreed, and liquidated damages for each calendar day or partial calendar day of delay, the amount of $200.00 per light tower. Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault or negligence of Contractor. City will determine in its sole discretion what is beyond the control of the Contractor.

16. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

17. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Horatio E. Skeete
Its: Acting City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

PRIDE Group, LLC,
an Arizona limited liability company

By: Clint Mills
Its: Vice President - Equipment

EXHIBIT A

Agreement for Light Tower Rentals (IFB 13-03)

PROJECT

[See attached]

EXHIBIT A

AGREEMENT FOR LIGHT TOWER RENTAL (IFB 13-03)

PROJECT

City desires to rent light towers from Contractor for events at the University of Phoenix Stadium ("Stadium") and Jobing.com Arena ("Arena") between September 2012 through August 2013, in accordance with the IFB 13-03, Scope of Work and Special Terms and Conditions (attached and incorporated hereto). It is anticipated that 21 light towers will be utilized for each football or other large event at the Stadium ("Stadium Event") and 3 light towers will be utilized for each NHL hockey game or other event at the Arena ("Arena Event). In the City's sole discretion, should Contractor be unable to provide satisfactory performance or the required number of light towers under the Agreement, light towers may be rented from another company.

The placement for the light towers at the Stadium and Arena will be as set forth in Appendix A to IFB 13-03 (attached and incorporated hereto), unless otherwise instructed by the City prior to delivery of the light towers for any Stadium Event or Arena Event.

2.0 SCOPE OF WORK

2.1 LIGHT TOWER DESCRIPTION

The light towers shall be self-powered and have 4 lights of 1000 watts each on a 30' tower that are capable of a 360-degrees rotation to illuminate in any direction.

2.2 LIGHT TOWER LOCATIONS

The attached maps show 21 light towers with the following placements for Stadium events:

2.2.1 6 in the Brown Lot
2.2.2 2 at Kellis High School with 1 positioned along 91st Ave.
2.2.3 2 near Arena Lot G
2.2.4 8 in a combined Lot X & H

For Arena events:
2.2.4 3 in Lot X

This is an estimated number of light towers that will be needed for typical events. Regarding individual games this number may be adjusted upward or downward depending on the needs of the specific event. The attached maps (see Appendix

A) show the approximate locations of the light towers. On the date of delivery, the City will meet with the Contractor to identify exact placements.

2.3 DATES

A tentative list of dates that require light towers is included as Appendix B; however, additional events may be announced including playoff football/hockey games or other large events that will require light towers. Additionally, the City may determine that light towers are not needed for an event. No guarantee is made that light towers will be required on the dates shown. The City will notify the Contractor of potential schedule changes and/or cancellations as soon as the City has such information.

2.4 LIGHT TOWER SETUP

The lights shall be pointed to illuminate the areas as shown on the maps included as Appendix A. The City will turn the light towers on and off. The Contractor shall ensure that the light towers are in working order when they are dropped off. The Contractor shall provide keys to the City if keys are necessary to turn the light towers on and off. The Contractor shall deliver and make ready for use the light towers no later than 5 P.M. on the last business day prior to the scheduled event. The Contractor shall take care not to damage landscaping and other street or parking lot features when delivering and installing the light towers. The Contractor shall be responsible for any damage that they may cause in association with, but not limited to, installation, removal or maintenance of the light towers. Contractors shall not install any light tower in an area which will impede the safe flow of vehicle or pedestrian traffic.

2.5 LIGHT TOWER TEAR DOWN

The Contractor is responsible for lowering the mast and preparing the light towers for transport at the end of the rental period. Light towers may be picked up on the day following the event beginning at 6 A.M. At the Contractor's option, light towers may be left in place following an event so that they do not have to be picked up and redelivered for a subsequent event. The exception to this option is that the light towers at Kellis High School shall be removed after each event. Leaving light towers in place is solely at the Contractor's discretion; therefore the

Contractor shall not charge the City for rental fees, theft/damage waivers, environmental fees, pickup/drop-off charges or any other expense associated with opting not to move the light towers. Additionally, the Contractor assumes all risk while the light towers are left in place.

2.6 THEFT AND DAMAGE

The City will not take responsibility for any light tower until that has been delivered on site and signed for by a City representative. The Contractor shall offer theft and damage waiver in the bid. The City will at their discretion choose whether or not to purchase theft and damage waivers.

2.7 ANTI THEFT DEVICES

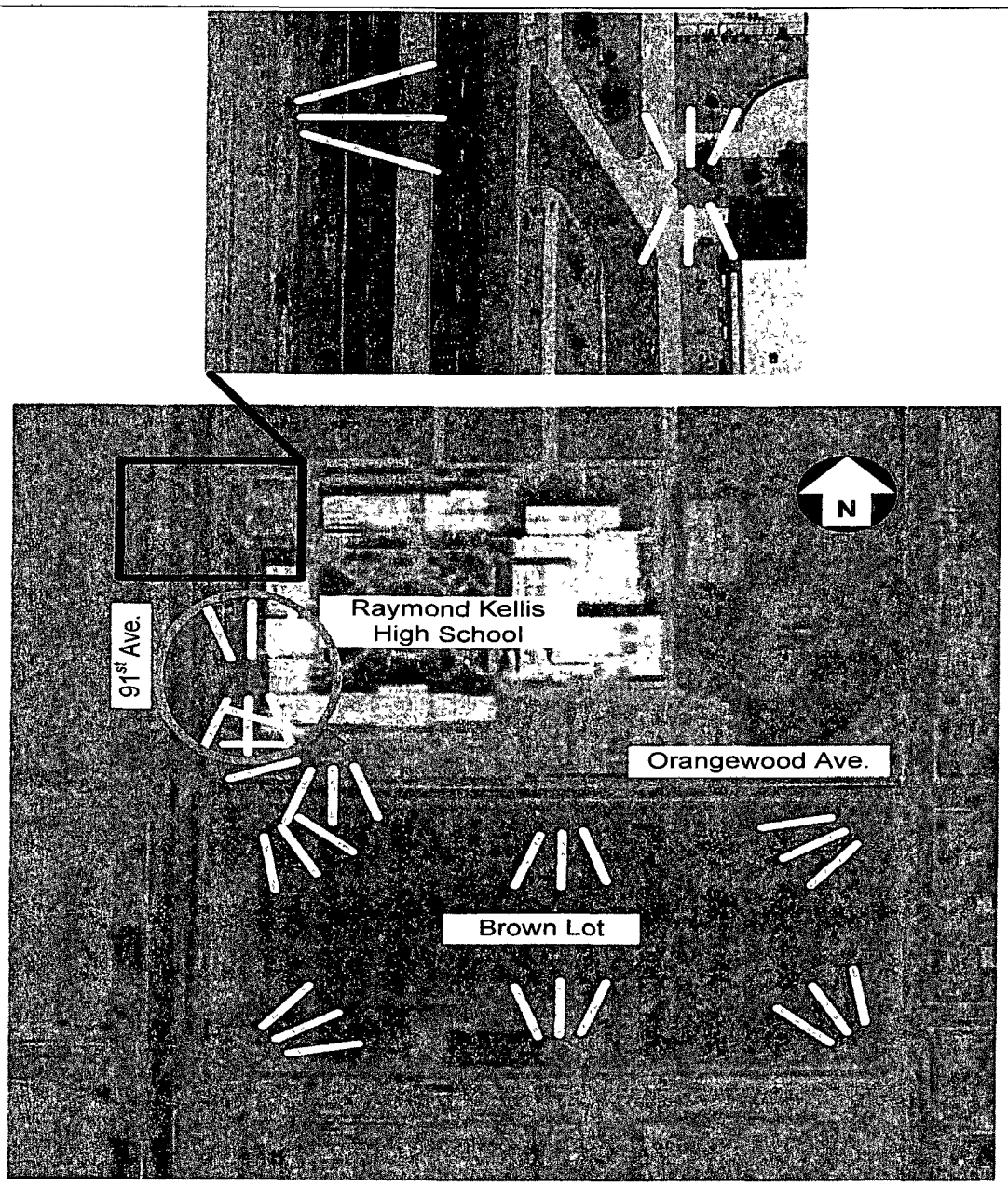
At the Contractor's option, antitheft devices such as tire boots may be installed on the light towers; however, the City shall be given the means (keys and/or tools) to disable the device so the light tower can be moved if necessary. No additional payment will be made for this item.

6.0 SITE MAPS FOR LIGHT TOWER PLACEMENT

6.1 STADIUM LAYOUT MAPS

◆ Indicates light tower location Indicates area where light is desired
Legend for Maps

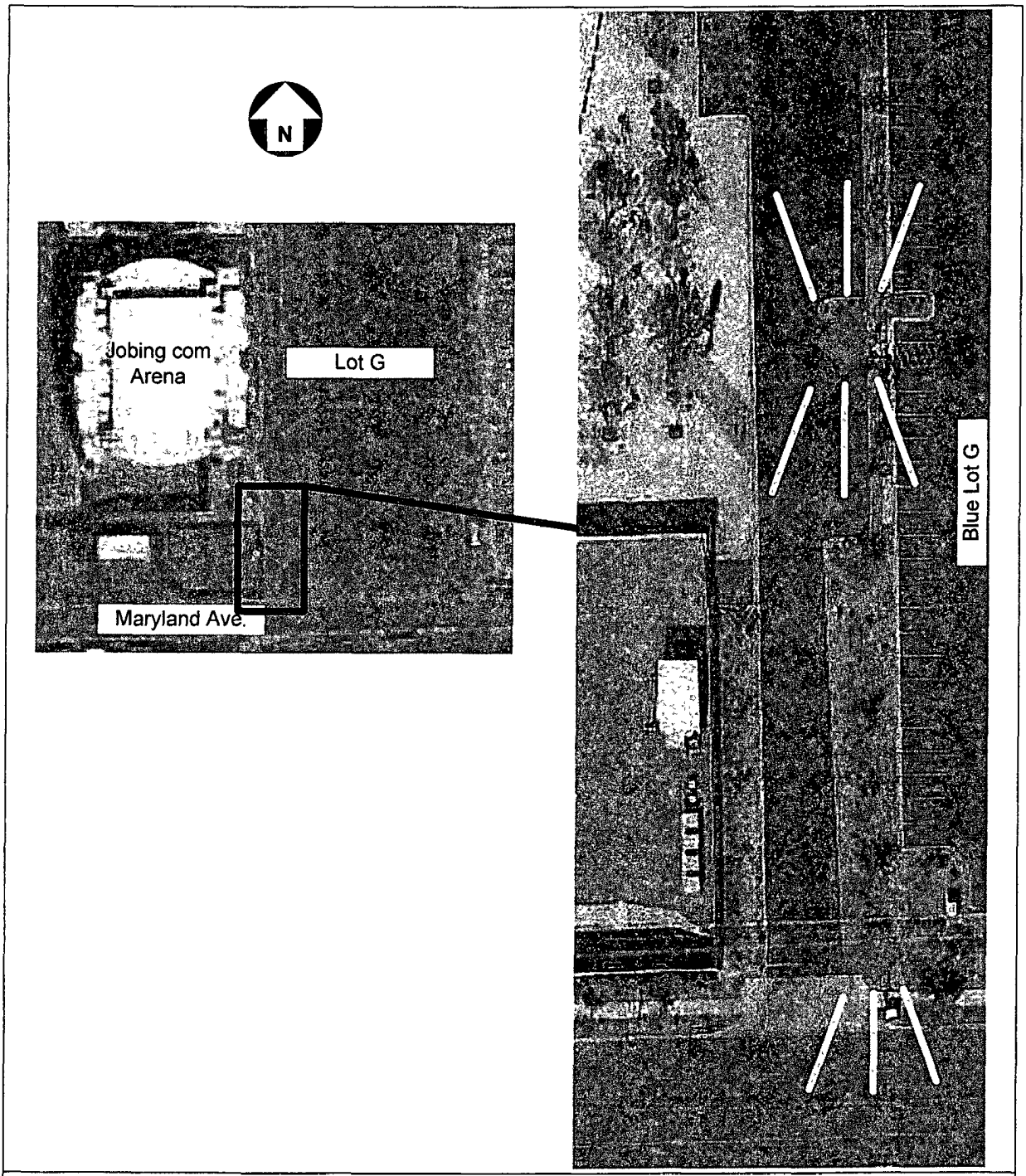
GLENDALE	**Solicitation Number: IFB 13-03** **Light Tower Rentals for Special Events** **APPENDIX A**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**



Stadium Layout (1 of 3)

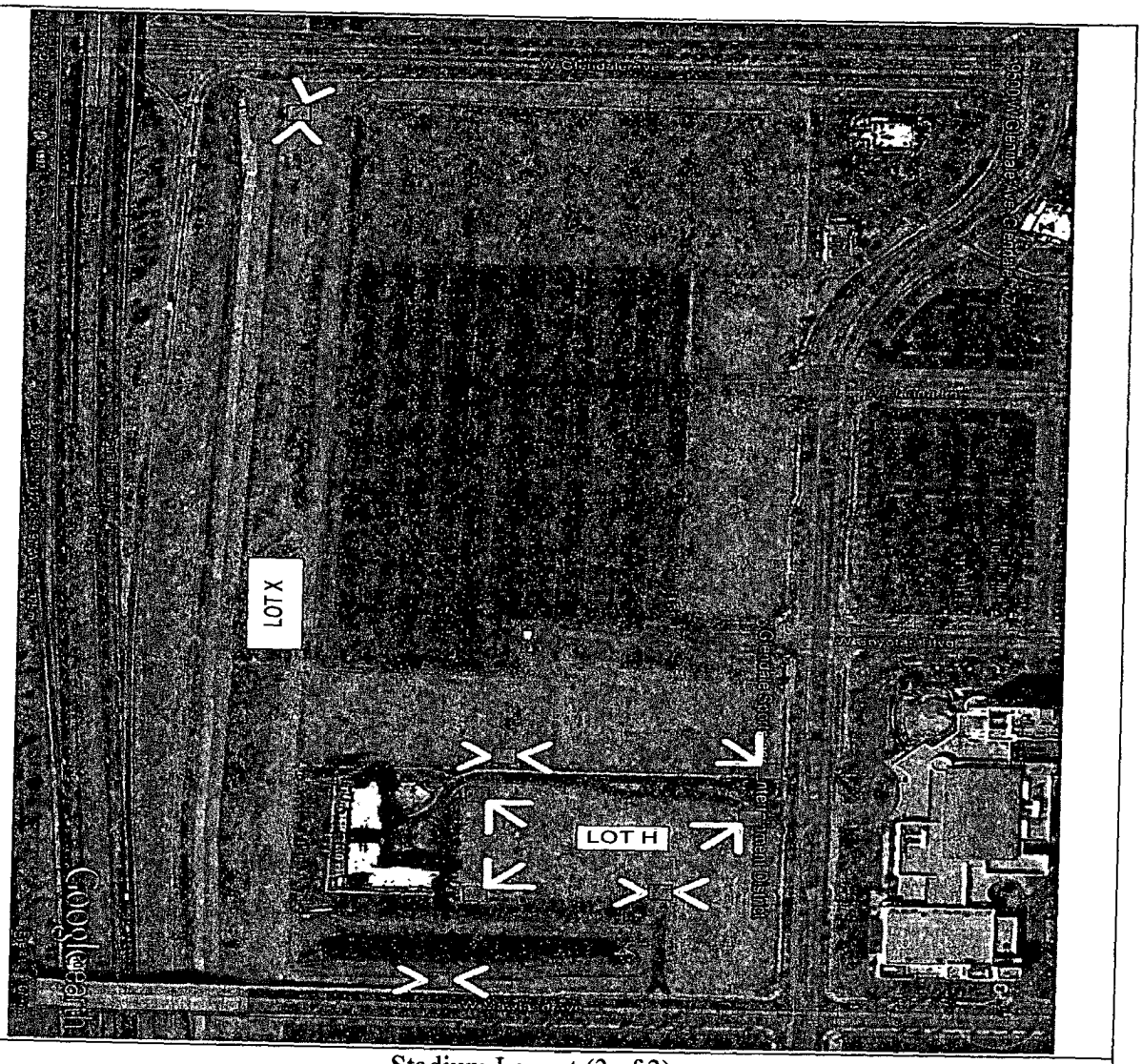
Raymond Kellis High School Light Towers (10 Total). **Do not block sidewalks.**

GLENDALE	**Solicitation Number: IFB 13-03** **Light Tower Rentals for Special Events** **APPENDIX A**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**



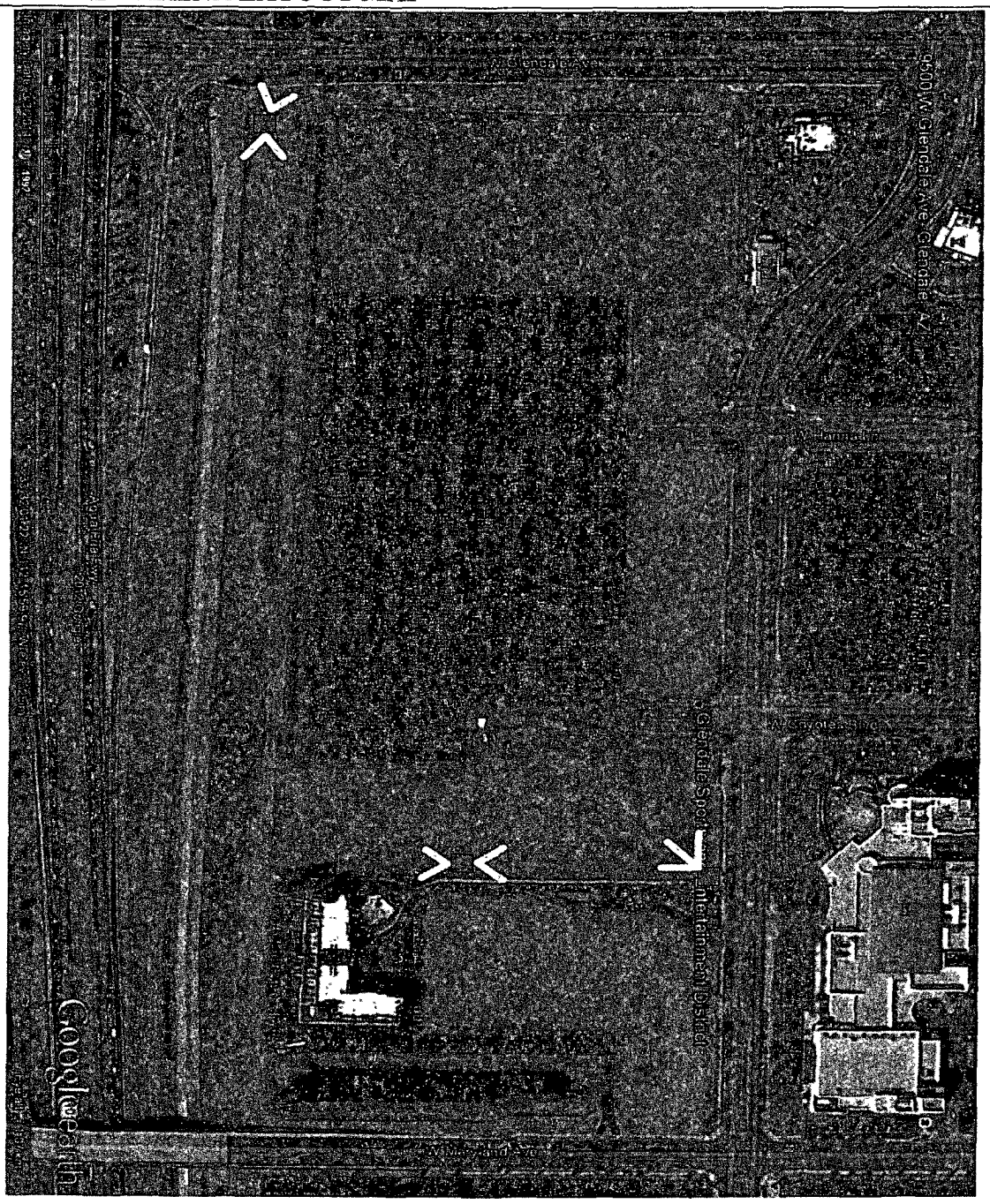
Stadium Layout (2 of 3)
Lot G Light Towers (2 Total)

GLENDALE	**Solicitation Number: IFB 13-03** **Light Tower Rentals for Special Events** **APPENDIX A**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**



Stadium Layout (3 of 3)
Lot X & H Light Towers (8 Total)

6.1.2 ARENA LAYOUT MAP



Arena Layout (1 of 1)

GLENDALE	Solicitation Number: IFB 13-03 Light Tower Rentals for Special Events APPENDIX B	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

7.0 **LIST OF DATES REQUIRING LIGHT TOWERS** Some events may be subject to change or cancellation. The City reserves the right to cancel light tower rentals for any events listed below. Additionally, the City reserves the right to add events to this request.

	ARENA EVENT
	STADIUM EVENT

Day	Date	Event Name	Type of Event	Location	Start Time
2012 June					
Monday	September 24	Coyotes vs. Kings	Hockey	Arena	7:00 PM
Tuesday	September 25	Red Hot Chili Peppers	Concert	Arena	8:00 PM
Saturday	September 29	Justin Bieber	Concert	Arena	7:00 PM
Sunday	September 30	Cards vs. Dolphins	Football	Stadium	1:05 PM
2012 October					
Saturday	October 6	Coyotes vs. Sharks	Hockey	Arena	6:00 PM
Saturday	October 13	Coyotes vs. Stars	Hockey	Arena	6:00 PM
Sunday	October 14	Cards vs. Bills	Football	Stadium	1:05 PM
Thursday	October 18	Coyotes vs. Flames	Hockey	Arena	7:00 PM
Saturday	October 20	Coyotes vs. Ducks	Hockey	Arena	6:00 PM
Sunday	October 21	Carrie Underwood	Concert	Arena	7:00 PM
Thursday	October 25	Coyotes vs. Predators	Hockey	Arena	7:00 PM
Monday	October 29	Cards vs. 49ers	Football	Stadium	5:30 PM
2012 November					
Friday	November 2	Eric Church	Concert	Arena	8:00 PM
Saturday	November 10	Coyotes vs. Sabres	Hockey	Arena	6:00 PM
Tuesday	November 13	Coyotes vs. Sharks	Hockey	Arena	7:00 PM
Thursday	November 15	Coyotes vs. Hurricanes	Hockey	Arena	7:00 PM
Monday	November 19	Coyotes vs. Ducks	Hockey	Arena	7:00 PM
Wednesday	November 21	Coyotes vs. Oilers	Hockey	Arena	7:30 PM
Friday	November 23	Coyotes vs. Avalanche	Hockey	Arena	7:00 PM
Sunday	November 25	Cards vs. Rams	Football	Stadium	2:15 PM
2012 December					
Wednesday	December 5	Coyotes vs. Wild	Hockey	Arena	7:30 PM
Saturday	December 8	Coyotes vs. Panthers	Hockey	Arena	6:00 PM
Tuesday	December 11	Coyotes vs. Blue Jackets	Hockey	Arena	7:00 PM
Sunday	December 16	Cards vs. Lions	Football	Stadium	2:05 PM
Thursday	December 20	Coyotes vs. Blues	Hockey	Arena	7:00 PM

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Saturday	December 22	Coyotes vs. Stars	Hockey	Arena	6:00 PM
Sunday	December 23	Cards vs. Bears	Football	Stadium	2:15 PM
Thursday	December 27	Coyotes vs. Kings	Hockey	Arena	7:00 PM
Saturday	December 29	Coyotes vs. Avalanche	Hockey	Arena	6:00 PM
Monday	December 31	Coyotes vs. Flyers	Hockey	Arena	7:00 PM

2013 January					
Wednesday	January 2	Coyotes vs. Predators	Hockey	Arena	7:30 PM
Thursday	January 3	Fiesta Bowl	Football	Stadium	
Saturday	January 5	Coyotes vs. Rangers	Hockey	Arena	6:00 PM
Thursday	January 10	Coyotes vs. Sharks	Hockey	Arena	7:00 PM
Saturday	January 12	Coyotes vs. Penguins	Hockey	Arena	6:00 PM
Tuesday	January 15	Coyotes vs. Redwings	Hockey	Arena	7:00 PM
Thursday	January 17	Coyotes vs. Oilers	Hockey	Arena	7:00 PM
Saturday	January 19	Coyotes vs. Kings	Hockey	Arena	6:00 PM
Monday	January 21	Coyotes vs. Blue Jackets	Hockey	Arena	5:00 PM
Tuesday	January 29	Coyotes vs. Stars	Hockey	Arena	7:00 PM

2013 February					
Saturday	February 2	Coyotes vs. Bruins	Hockey	Arena	6:00 PM
Thursday	February 7	Coyotes vs. Redwings	Hockey	Arena	7:00 PM
Saturday	February 9	Coyotes vs. Blackhawks	Hockey	Arena	6:00 PM
Saturday	February 16	Coyotes vs. Capitals	Hockey	Arena	6:00 PM
Monday	February 18	Coyotes vs. Flames	Hockey	Arena	7:00 PM

2013 March					
Saturday	March 2	Coyotes vs. Ducks	Hockey	Arena	6:00 PM
Thursday	March 7	Coyotes vs. Maple Leafs	Hockey	Arena	7:00 PM
Saturday	March 9	Coyotes vs. Blues	Hockey	Arena	6:00 PM
Thursday	March 21	Coyotes vs. Canucks	Hockey	Arena	7:00 PM
Sunday	March 24	Coyotes vs. Blackhawks	Hockey	Arena	6:00 PM

2013 April					
Tuesday	April 2	Coyotes vs. Kings	Hockey	Arena	7:00 PM
Thursday	April 4	Coyotes vs. Canucks	Hockey	Arena	7:00 PM
Saturday	April 6	Coyotes vs. Wild	Hockey	Arena	6:00 PM
Saturday	April 13	Coyotes vs. Sharks	Hockey	Arena	6:00 PM

EXHIBIT B

Agreement for Light Tower Rentals (IFB 13-03)

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Fees for light towers are priced on a per event basis (not a per day basis) or on a weekly or monthly rental fee basis, as follows. The following prices include all fees and charges, including but not limited to, delivery, pickup, set up, and enviornmental fees:

Event	Event Fee
Stadium Event	$3,734.90
Arena Event	624.94
Special Event Weekly Rate	442.00
Special Event Monthly Rate	1,326.00

No number of events is guaranteed. However, Appendix B identifies the potential Stadium and Arena events at the time of the solicitation. Events are subject to cancellation or addition.

The City may utilize the City's Procurement Card (i.e , Master Card/Visa/American Express), to place and make payment for orders under this Agreement. Should City utilize its Procurement Card for orders and payment, then the provisions in Section 5, Billings and Payment, will not apply.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $100,000 annually.

DETAILED PROJECT COMPENSATION

Compensation shall be consistent with the Pricing Structure, Section 5.4, of Pride Group, LLC's offer in response to Solicitation No. IFB 13-03.

EXHIBIT C

Agreement for Light Tower Rentals (IFB 13-03)

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.