

CITY CLERK ORIGINAL

C-8518
06/25/2013

AGREEMENT FOR SERVICES Shuttle Operations for Stadium Events City of Glendale Solicitation No. 13-23

This Agreement for Services - Shuttle Operations for Stadium Events ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Standard Parking Corporation, a Delaware corporation, authorized to do business in Arizona, (the "Contractor"), as of the 25 day of June, 2013.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds pursuant to Solicitation No 13-23, excerpts of which are set forth in **Exhibit A**, (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 Shuttle Manager (hereinafter "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 \$3,000,000 (Three Million dollars) over the Term and any renewals or extensions pursuant to Paragraph 16 of this Agreement, 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.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications

- a. Contractor will submit invoices within 30 days of each event for which Project services are provided (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 otherwise mutually agreed upon by the Contractor and the City. The Payment Application may include multiple events, but the services for each event shall be itemized in detail.

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.

6.3 For Cause. Contractor may terminate this Agreement for cause if City fails to cure any monetary breach of this Agreement within fifteen (15) days after receipt of written notice specifying the

breach, or any non-monetary breach within thirty (30) days after receipt of written notice specifying the breach.

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. Limits of Liability.

<u>Type of Insurance</u>	<u>Limits of Liability</u> (Minimum)
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

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. This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

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

Automobile Liability shall include bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services

Combined Single Limit (CSL)	\$5,000,000
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8.2 Workers' Compensation

a. Contractor, performing as an independent Contractor, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

b. 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.

- c. Contractor further agrees that he 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 his sub-Contractors, shall be considered the employees of such Contractor, or his sub-Contractor(s), and not the employees of the City.

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

- a. Cancellation or termination of Contractor or Sub-contractor's Policies;
- b. Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
- c. Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

8.4 Certificates of Insurance.

- a. Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
- b. Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier along with the applicable endorsements showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.
- c. The insurance company issuing the policy required above shall have an AM Best financial rating of "A- VII" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. Except with respect to workers' compensation and employer's liability coverages, **the certificate and policy shall name the City, its officers, directors, employees, agents and assignees as an additional insured and shall be primary and non-contributory for any insurance and/or self-insurance coverage maintained by the City. 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 those required by this contract.**
- d. 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.
- e. 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.

9. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer

10. **Indemnification.**

10.1 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

10.2. 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.

11. **Damages.** In the event Contractor fails to provide services and/or take the necessary steps to provide services as required under this Agreement, the City shall have the right to obtain services from an alternative provider. In such case, Contractor shall be obligated to pay damages in an amount equal to the cost of to cover the difference between this contract price and the price to secure services from an alternative provider

12. **Immigration Law Compliance.**

12.1 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.

12.2 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

12.3 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

12.4 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 12.1 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.

12.5 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.

12.6 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.

12.7 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.

13. 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.

14. Notices.

14.1 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.

14.2 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:

Standard Parking Corporation
c/o Tony Vitrano, Senior Vice President
315 East Robinson Street, Suite 505
Orlando, FL 32801

With required copy to.

Standard Parking Corporation
Attn. Legal Department
900 N. Michigan Avenue, Suite 1600
Chicago, IL 60611

- 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 Trevor Ebersole
5800 West Glenn Drive, Suite 315
Glendale, Arizona 85301

623-930-2940

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

15. **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

16. **Entire Agreement; Survival; Counterparts; Signatures.**

16.1 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.

16.2 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.

16.3 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.

- 16.4 **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.
- 16.5 **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.
- 16.6 **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.
- 16.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
17. **Term.** The term of this Agreement commences on the effective date and continues through the day immediately preceding the first anniversary of such date, unless terminated earlier as provided in this Agreement. 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 but subject to agreement by the parties on price adjustments based on Contractor's revised scope of work and budget. 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.
18. **Performance Surety Requirements.** Contractor shall, within 10 days of executing this Agreement, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of \$200,000 guaranteeing the faithful performance of this Agreement by Contractor. If a bond is submitted, it shall be written on the form provided by the City as an attachment to solicitation No RFP 13-23. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance.
19. **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.
20. **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

Horatio Skutch for
By: Richard Bowers
Its: Acting City Manager

ATTEST:

Conita Hanna
City Clerk (SEAL)

APPROVED AS TO FORM:

[Signature]
Acting City Attorney

Standard Parking Corporation, a Delaware Corporation
authorized to do business in Arizona

Tony Vitano
By: Tony Vitano
Its: Senior Vice President

EXHIBIT A

13-23 Shuttle Operations for Stadium Events

PROJECT

[See attached]

SCOPE OF WORK

1.0 PHASE 1: UNIVERSITY OF PHOENIX STADIUM FOOTBALL GAMES

The 63,000-seat capacity stadium (expandable to 73,000 seats) will be served by approximately 14,000 on-site parking spaces and another 6,000 parking spaces within walking distance.

For Arizona Cardinals games, the primary off-site parking lots are the Brown Lot and Kellis High School located at the intersection of 91st and Orangewood avenues. These lots include approximately 2,800 parking spaces. The number of designated off-site parking locations may increase for large attendance games such as the Fiesta Bowl, the BCS College Championship game, and the Super Bowl. Additional off-site parking location(s) will be determined at a later date.

A vicinity map and standard routing for automobile ingress and egress are shown in Exhibits attached to the Project solicitation.

The standard season includes ten (10) NFL games per season, (including pre-season games commencing in August 2013), a Fiesta Bowl, and other events to be determined, such as scrimmages or college games. The current football season schedule is:

- Saturday, August 17, 2013 (1:30 PM) – Cardinals vs. Dallas Cowboys
- Saturday, August 24, 2013 (7:00 PM) – Cardinals vs. San Diego Chargers
- Saturday, September 7, 2013 – University of Arizona vs. UNLV
- Sunday, September 15, 2013 (1:05 PM) – Cardinals vs. Detroit Lions
- Sunday, October 6, 2013 (1:05 PM) – Cardinals vs. Carolina Panthers
- Thursday, October 17, 2013 (5:25 PM) – Cardinals vs. Seattle Seahawks
- Sunday, October 27, 2013 (1:25 PM) – Cardinals vs. Atlanta Falcons
- Sunday, November 10, 2013 (2:25 PM) – Cardinals vs. Houston Texans
- Sunday, November 24, 2013 (2:05 PM) – Cardinals vs. Indianapolis Colts
- Sunday, December 8, 2013 (2:25 PM) – Cardinals vs. St Louis Rams
- Sunday, December 29, 2013 (2:25 PM) – Cardinals vs. San Francisco 49ers
- Wednesday, January 1, 2014 (6:30 PM) – Tostitos Fiesta Bowl

1.1 Task 1: Assistance in Review of the Stadium Football Traffic and Parking Management Plans.

1.1.1 For the past six seasons the shuttle operation has remained the same with depots at Kellis High School and Arena Lot G (see parking maps). The city anticipates this will remain constant for this Agreement; however, should a change be made the Contractor shall provide input related to the following issues:

1.1.1.1 Shuttle bus loading/unloading areas at On-site and Remote lots

1.1.1.2 Off-site parking/shuttle operations

1.1.1.3 Shuttle bus routing and priority

1.1.2 The Contractor shall be responsible for the following activities:

1.1.2.1 The Contractor shall attend and participate in city staff and Parking Operations meetings throughout the year, which meetings may be scheduled as often as monthly with a duration of one (1) hour.

1.2 Task 2: Operation of Stadium Football Shuttle Bus Service.

1.2.1 The Contractor shall be responsible for the following activities:

1.2.1.1 Work with city staff to determine the number of sites to be open for each event, the amount of anticipated off-site parking demand and the resulting shuttle bus requirements on an event-by-event basis. A plan shall be presented to city staff to review and approve no less than fourteen (14) days prior to the event. It is anticipated that Kellis High School and Arena Lot G will serve as the shuttle depots; however, this is subject to change.

1.2.1.2 Attend and participate in city staff and Parking Operations meetings and debrief on performance of the traffic and parking plans and modifications to those plans as necessary.

1.2.1.3 Provide the necessary fleet of shuttle buses and all personnel necessary to operate the off-site parking shuttle service before, during and after events. This includes, but is not limited to the ground personnel, supervision, signage, and crowd control equipment and supplies necessary to assist in loading and unloading passengers as well as bus movement and operations at each end of the shuttle trip.

1.2.1.4 Hours of shuttle bus service operations shall commence two (2) hours prior to the game starting time and complete one (1) hour after the end of the game. The standard shuttle bus service operations are to be based on a game length of four (4) hours. These hours of operation exclude the time required for site preparation and site cleanup. Extended hours of operations may be necessitated by an extended game time beyond the four-hour standard.

1.2.1.5 Shuttle bus services shall meet ADA requirements.

2.0 PHASE 2: MULTI-PURPOSE UNIVERSITY OF PHOENIX STADIUM EVENTS

In addition to football games, the multi-purpose stadium can be used for other events including, but not limited to soccer matches, car shows, and concerts that may require fan shuttling.

The 63,000-seat capacity stadium (expandable to 73,000 seats) will be served by approximately 14,000 on-site parking spaces and another 6,000 parking spaces within walking distance.

For other stadium events, the primary off-site parking lots are the Brown Lot and Kellis High School located at the intersection of 91st and Orangewood avenues. These lots include approximately 2,800 parking spaces.

A vicinity map is shown in the Exhibits attached to the Project solicitation.

2.1 Task 1: Assistance in Review of the Event Traffic and Parking Management Plans.

2.1.1 For events other than football games, the Contractor shall provide input related to the following issues:

2.1.1.1 Shuttle bus loading/unloading areas at On-site and Remote lots

2.1.1.2 Off-site parking/shuttle operations

2.1.1.3 Shuttle bus routing and priority

2.1.2 The Contractor shall be responsible for the following activities:

2.1.2.1 The Contractor shall attend and participate in city staff and Parking Operations meetings throughout the year, which meetings may be scheduled as often as monthly, with a duration of one (1) hour.

2.2 Task 2: Operation of Stadium Football Shuttle Bus Service.

2.2.1 The Contractor shall be responsible for the following activities:

2.2.1.1 Work with city staff to determine the number of sites to be open for each event, the amount of anticipated off-site parking demand and the resulting shuttle bus requirements on an event-by-event basis. A plan shall be presented to city staff to review and approve no less than fourteen (14) days prior to the event. It is anticipated that Kellis High School and Arena Lot G will serve as the shuttle depots; however, this is subject to change.

2.2.1.2 Attend and participate in city staff and Parking Operations meetings and debrief on performance of the traffic and parking plans and modifications to those plans as necessary.

2.2.1.3 Provide the necessary fleet of shuttle buses and all personnel necessary to operate the off-site parking shuttle service before, during and after events. This includes, but is not limited to the ground personnel, supervision, signage, and crowd control equipment and supplies necessary to assist in loading and unloading passengers as well as bus movement and operations at each end of the shuttle trip.

2.2.1.4 Hours of shuttle bus service operations shall commence two (2) hours prior to the game starting time and complete one (1) hour after the end of the game. The standard shuttle bus service operations are to be based on a game length of four (4) hours. These hours of operation exclude the time required for site preparation and site cleanup. Extended hours of operations may be necessitated by an extended game time beyond the four-hour standard.

2.2.1.5 Shuttle bus services shall meet ADA requirements.

3.0 EMERGENCY SERVICES

3.1 During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the Contractor's emergency contact information remains current.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

EXHIBIT B

13-23 Shuttle Operations for Stadium Events

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Cost plus based on rates established on the following page

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the Term and any and all renewals and extensions must not exceed \$3,000,000

DETAILED PROJECT COMPENSATION

See attached.

5.0

**PRICE SHEET
BEST AND FINAL OFFER**

Shuttle Bus

- 5.1 Provide the cost for your staff to participate in the planning activities. This may include the monthly staff and Parking Operations meetings and the evaluation of the operating plans during the pre-season games

Hourly Rate: \$ N/A

- 5.2 Provide the hourly cost per bus of providing the shuttle bus and driver service to and from the stadium and off-site parking locations.

Motorcoaches during regular season will be \$100 per hour; during post-season and Bowl Games \$155 School buses during the regular season will be \$82

Bus Hourly Rate: \$ during post-season and Bowl Games \$125.

- 5.3 Provide an hourly rate/lump sum for the staffing required to provide the shuttle bus service.

Staff Title: Shuttle Manager

Lump Sum Rate: \$ 1600

Staff Title: Shuttle Coordinator

Hourly Rate, \$ 14

Staff Title: Shuttle Assistant

Hourly Rate, \$ 13

- 5.4 Provide the cost per event for shuttle signing and crowd control equipment.

Equipment Cost: \$ 3400 per event (includes bike barricade, cones and radios)
Signage will be a one time cost at the start of the season

COMPANY NAME: SP Plus (Monday)

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EXHIBIT C

13-23 Shuttle Operations for Stadium Events

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.