

## City of San Antonio

### INTEGRATION AGREEMENT FOR ANNUAL CONTRACT FOR RIGGING SERVICES AT ALAMODOME REQUEST FOR COMPETITIVE SEALED PROPOSAL (RFCSP)

NO.: 014-026, 6100004055

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), by and through its Director of Finance or said Director's designee, and Frio Nevada Corporation d/b/a Go Professional Environmental Management (Contractor), both of which may be referred to herein collectively as the "Parties".

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

#### 1.0 CONTRACT DOCUMENTS

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

- a. This Integration Agreement;
- b. City's RFCSP No.: 14-026, 6100004055, including all attachments and addendums thereto; and
- c. Contractor's proposal submitted in response to City's RFCSP.

#### 2.0 SECTION 004 - SPECIFICATIONS / SCOPE OF SERVICES

The following changes are hereby made to Section 004 – Specifications / Scope of Services. Deletions from the original are reflected by striking through words. Additions to the original are reflected by underlining words. Any sections, or portions of sections, not shown on this Integration Agreement remain unchanged.

4.2.1 Estimated annual staffing man-hours are as follows:

~~\* Site Manager — 3,000 hours — paid at a monthly rate  
(This is an estimate. Site Manager will be required to be on site for the actual number of hours it takes to perform Site Manager duties, for the fixed monthly rate shown on the Price Schedule.)~~

4.2.4 Additionally, the City is seeking a Contractor which, in addition to the use or employment of temporary staff, shall hire, train, and retain a full-time ~~Site Manager~~ Rigging Supervisor and a core group of professional staff who are knowledgeable and skilled in the Service requirements of the Facility. ~~Site Manager~~ Rigging Supervisor must have and maintain the ETCP (Entertainment Technician Certification Program) Certified Rigger – Arena certification.

### 4.3 GENERAL REQUIREMENTS

4.3.1 Contractor shall provide and designate a full-time ~~Site Manager located at the Facility, and shall have a~~ qualified rigging supervisor onsite at the Facility all times when performing rigging Services. Rigging Supervisor shall have the authority and knowledge to make all decisions or solve problems that may arise regarding the Facility. ~~Site Manager~~ Rigging Supervisor shall also serve as the point of contact for scheduling questions or problems. Rigging Supervisor must be a full-time employee of Contractor and shall report to the Facility Representative for instructions prior to providing Services. ~~Site Manager~~ Rigging Supervisor shall also be: (i) directly responsible for the direct management of Contractor's obligations hereunder, (ii) accessible to City via phone or in-person 24 hours per day, 7 days a week, including holidays; and (iii) authorized to act on behalf of, and contractually bind, Contractor. If City requests a change of ~~Site Manager~~ Rigging Supervisor, Contractor shall have ten (10) days to provide an appropriate replacement. ~~Site Manager~~ Rigging Supervisor or his designated representative shall be available in the Facility whenever Contractor is providing Services and shall be authorized by Contractor to be served with complaints and notices by City.

4.3.5 City will provide a City radio for the ~~Site Manager~~ Rigging Supervisor. Contractor shall be responsible for supplying ~~Site Manager~~ and all of its staff with handheld two-way radios for communication with their staff in a number sufficient for daily cleaning and event needs. Contractor shall procure a radio system that functions in the Facility and if requested by Facility Representative, provide to Facility staff separate radios to communicate with Contractor staff. The number of radios provided to Facility staff shall be determined by City. Contractor is responsible for the provision and maintenance of all radios. If Contractor damages or loses any City-owned radios, it will reimburse City for the entire replacement cost. Contractor's staff shall not utilize the same radio frequency as Facility when communicating amongst themselves.

4.3.6 The facility is currently pursuing an event management system that will coordinate event activities, such as required maintenance, security, first aid, and cleaning. Contractor will be required to utilize this system, once it is in place. Contractor will be responsible for purchasing any necessary electronic equipment at its own cost. An example of the type of equipment necessary would be: 1 tablet device for the ~~Site Manager~~ Rigging Supervisor and 1 handheld device for each Supervisor working an event.

4.4.3 Prior to performance of each Service, ~~Site Manager~~ Rigging Supervisor and Facility Representative shall establish a Service Request, the form of which is included as Attachment I, which indicates the number and type of staff, hours, rates (as reflected in the Price Schedule), and estimated costs. City reserves the right to increase, decrease, cancel or alter Service Requests up to twenty-four (24) hours prior to the start of the Service. Reasonable efforts shall be made by City to notify the Contractor of the cancellation of Service Requests and events, but City assumes no liability for the failure to deliver notice of cancellation. Contractor shall only be paid for approved and authorized Service Requests actually performed. Each Service Request shall have a separate accounting summary from Contractor which should include Service Requests, time cards and/or time sheets.

4.4.4 ~~Site Manager~~ Rigging Supervisor shall keep detailed records and verification at Facility of all staffing and hours worked.

4.5.1 City shall document complaints and Facility Representative shall provide Contractor with written notice of deficiencies. This notice shall be provided to ~~Site Manager~~ Rigging Supervisor within twenty-four (24) hours of completion of the inspection. Notwithstanding any other provisions herein to the contrary Contractor shall address and/or correct any and all deficiencies in a timeframe approved to the Facility Representative, and shall implement permanent measures or amendments to its plans to eliminate the same deficiencies in the future.

4.6.4 All Contractor staff, including ~~Site Manager~~ Rigging Supervisor, both permanent and temporary, shall sign in and sign out at designated security checkpoints when entering and departing the Facility, unless properly credentialed.

4.6.6 Contractor staff shall report to ~~Contractor supervisors who in turn shall report to Site Manager~~ Rigging Supervisor. ~~Site Manager~~ Rigging Supervisor must be empowered by Contractor with all necessary supervision responsibilities necessary for the performance of the Services, including but not limited to, hiring, termination and disciplinary responsibilities.

4.6.16 Contractor shall warrant that all of its rigging Services supervisors and staff shall be educated, trained, skilled, experienced, qualified and licensed and/or certified, as necessary, to perform all rigging Services in the Facility. Contractor must include with its response, documentation of applicable training, certifications and/or licenses to perform services needed. ~~Site Manager~~ Rigging Supervisor must have and maintain the ETCP (Entertainment Technician Certification Program) Certified Rigger – Arena certification.

4.7.1 Contractor shall be assigned the following areas (hereafter "Assigned Areas") within the Facility: Rigging Supply room, Rigging storage areas, and approximately 600 sq. ft. of office space for the ~~Rigging Site Manager~~ Rigging Supervisor. Contractor's Assigned Areas are included and incorporated herein as Attachment L.

4.7.3 Prior to the departure of Contractor staff from the Facility, Facility Representative and the ~~Site Manager/supervisor~~ Rigging Supervisor in charge shall inspect all Service areas and Assigned Areas to ensure all Service requirements have been completed satisfactorily, as determined solely by City. Contractor is responsible for ensuring that all Service requirements have been completed satisfactorily. City shall not be responsible for any additional costs Contractor incurs to complete the Service requirements completely and satisfactorily.

### 3.0 PRICE SCHEDULE

3.1 Items 1a and 1h, Site Manager, are hereby deleted.

3.2 This contract includes a prompt payment discount equal to 1% on all invoices paid within 10 days.

**4.0 ENTIRE AGREEMENT**

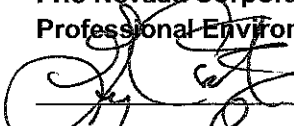
This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind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

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

**City of San Antonio**

\_\_\_\_\_  
Print Name: Norbert Dzuik  
Title: Assistant to the Director  
Date: \_\_\_\_\_

**Frio Nevada Corporation d/b/a Go  
Professional Environmental Management**

  
\_\_\_\_\_  
Print Name: Geoffrey Crystock  
Title: President  
Date: 4/17/19

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney