



City of Grand Island

Tuesday, April 12, 2005

Council Session

Item G31

#2005-119 - Approving GITV Engineering Services

Staff Contact: Jennifer Fuller

Council Agenda Memo

From: Jennifer Fuller, Public Information Officer
Meeting: April 12, 2005
Subject: GITV Engineering Services
Item #'s: G-31
Presenter(s): Jennifer Fuller, Public Information Officer

Background

GITV has served Hall County and the Grand Island area with governmental-educational programming since 1993. City Council meetings are broadcast live each week on UHF channel 56 and cable channel 6. Hall County Board meetings, School Board meetings and locally produced educational programming are also aired on GITV. One of City Council's goals for 2004-5 was to reinvent GITV. In continuing with that goal, funding for 2004-5 was budgeted to purchase necessary equipment and obtain engineering services to ensure properly working equipment which in turn will better serve our citizens.

Discussion

In an effort to continue to provide quality programming on GITV and ensure that equipment is consistently in working order, the Public Information Department sought quotes from three video technicians. Unfortunately, there is not a local company that provides professional broadcast television equipment and maintenance. The lowest quoted package was from AVI Systems out of Omaha- \$13,863 for engineering services. By working with AVI Systems, the GITV staff can continue to keeping citizens aware and educated about City happenings.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council move to approve GITV Engineering Services Contract with AVI Systems.

Sample Motion

Motion to approve GITV Engineering Services Contract.

Systems Engineering Agreement (SEA)



- | | |
|------------------------------------------------------------------------------------------|----------------|
| <input type="checkbox"/> 6271 Bury Drive, Eden Prairie, MN 55346 | (952) 949-3700 |
| <input type="checkbox"/> 3001 104 th Street, Urbandale, IA 50322 | (515) 254-9850 |
| <input type="checkbox"/> 8052 Flint Street, Lenexa, KS 66214 | (913) 495-9494 |
| <input checked="" type="checkbox"/> 5055 South 111 th Street, Omaha, NE 68137 | (402) 593-6500 |
| <input type="checkbox"/> 1930 East Century Avenue, Bismarck, ND 58503 | (701) 258-6360 |
| <input type="checkbox"/> 8140 Brentwood Industrial Dr., St. Louis, MO 63144 | (314) 781-5590 |

Customer / Bill To:	Project / Location:	Office Information:
City of Grand Island	City of Grand Island	Job #
100 East First Street	100 East First Street	Sales Rep: Sauer 24A
Box 1968	Box 1968	Engineering Mgn: Bakke
Grand Island, NE 68802	Grand Island, NE 68802	Terms Accepted By:
Customer #	Attn: Jennifer Fuller	Project Accepted By:
Date: 3/17/05	Phone: 308-385-5444 x148	Est. Start Date:
Customer PO:	Fax: 308-385-5486	Est. Completion Date:

Notes:

- 1.0 **Specific Project Scope** – AVI Systems will provide system maintenance and repair as requested.
- 2.0 **Statement of Services To Be Provided** – The services to be provided by AVI Systems under this Agreement are per the Attachment “A” – Statement of Services.
- 3.0 **Project Fees** – AVI Systems will provide the technical services under this Agreement on a Time and Materials basis. Based on the stated “Specific Project Scope” and “Statement of Services To Be Provided” the following estimate of engineering time is provided to complete the engineering processes.

Est. Hrs.	Description	Hourly Rate	Total
24	Engineering	\$116.00	\$2,784.00
16	Field Service	\$102.00	\$1,632.00
8	Depot Service	\$86.50	\$ 692.00
24	Installation Technician	\$91.40	\$2,193.00
24	Lead Installation Technician	\$110.20	2,644.80
12	Travel time	\$76.50	\$918.00
1	Cables & connectors	1,200.00	\$1,200.00
1	Hardware & Materials	\$800.00	\$800.00
1	Out of pocket expenses	\$1,000.00	\$1,000.00
			\$13,863.00

If the Scope Of Work of this project changes a Contract Change Order, per Section 8.0 of this Agreement, will be provided for approval before proceeding with the work.

Reimbursable expenses directly associated with this project will be invoiced at 1.1 times actual cost in addition to the fees for technical services. Such expenses include travel and related expenses, overnight couriers, unusual photocopies or reproductions, progress plots, copying, blueprinting, and similar expenses.

- 4.0 **Taxes** – AVI Systems will add any applicable taxes to the amount of each invoice.
- 5.0 **Invoicing for Engineering Services** – Progress invoices will be submitted for the portion of the technical services and reimbursable expenses expended on the project on a monthly basis.

Each progress billing will be due net 15 days from invoice. A finance charge computed at the rate of 1.5% per month will be charged on any balance not received within 30 days.

- 6.0 **Remit To Address** – All payments should be mailed to:

Audiovisual, Inc.
 dba AVI Systems
 NW 8393 PO Box 1450
 Minneapolis, MN 55485-8392

7.0 Key Project Personnel

Sales Engineer: Guy Sauer
Design / Managing Engineer: Lane Bakke

- 8.0 Changes In The Scope of Work** – Costs resulting from changes in the scope of this project, additional requirements or restrictions placed on AVI Systems by the Customer or its representatives will be added to or subtracted from the contract depending upon the changes being made. When AVI Systems becomes aware of the nature and impact of the change, a Contract Change Order will be submitted for review and approval before work continues.
- 9.0 Insurance** – Commercial general liability insurance, including contractual liability, at limits of not less than \$1,000,000 per occurrence, automobile liability insurance, at limits of not less than \$1,000,000 per occurrence, errors and omissions insurance at limits of \$1,000,000, and worker's compensation and employer's liability insurance covering all employees engaged in the performance of this order for claims arising under any applicable worker's compensation and occupational disease acts.
- 10.0 Compliance With Law** – AVI Systems agrees and warrants that AVI Systems shall comply with all requirements of applicable laws, regulations and standards including but not limited to the provisions of (a) Executive Order 11246, as amended, of the President of the United States and the Rules and Regulations pursuant thereto pertaining to Equal Employment Opportunity; (b) the Fair Labor Standards Act of 1938 of the United States, as amended, with respect to Wages and Hours; (c) the Occupational Safety and Health Act of 1970 (OSHA), as amended; (d) the Immigration Reform and Control Act of 1986 (IRCA).
- 11.0 Ownership and Use of Documents and Electronic Data** – Drawings, specifications, other documents, and electronic data furnished by AVI Systems for the associated project under this Agreement are instruments of the services provided. AVI Systems shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI Systems for information and reference in connection with the associated project.
- 12.0 Proprietary Protection of Programs** – This Agreement does not cause any transfer of title, or intellectual rights, in Control Systems Programs, or any materials produced in connection therewith, including Source Codes. The Programs are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the Control Systems Programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any Program to obtain Source Codes, and that it will not disclose the Programs to any third party, without the consent of AVI Systems. The Control Systems Programs, and Source Codes, together with AVI Systems' know-how and installation and configuration techniques, furnished hereunder are proprietary to AVI Systems, and were developed at private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI Systems hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal Regulations.
- 13.0 General Business Terms** – This Agreement is not assignable without the prior written consent of AVI Systems. Any attempt to assign any of the rights, duties, or obligations of this Agreement without such consent is void. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI Systems, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. The term "this Agreement" as used herein includes any applicable installment payment agreement, supplement or future written amendment made in accordance herewith. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless otherwise agreed to in writing by Customer and AVI Systems, if any printed term or condition contained in any purchase order or other form used by Customer to order products or services pursuant to this Agreement, or in any acknowledgment or other form used by Customer is inconsistent with any term or condition contained herein, the provisions hereof shall apply and take precedence. AVI Systems is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control or, except as agreed herein, to provide any services hereunder for Equipment located outside the United States or Puerto Rico. The laws of the State of Iowa will govern this Agreement.
- 13.1 Remedies** – Upon default as provided herein, AVI Systems shall have all the rights and remedies of a secured party under the Uniform Commercial Code and under any other applicable laws. Any requirements of reasonable notice by either party to the other guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the parties shown on the first page of this Agreement (or to such other mailing address as either party in writing later furnishes to the other) at least ten calendar days before the time of the event or contemplated action set forth in said notice. Customer agrees to pay all expenses of retaking, holding, preparing for sale, selling and attorneys' fees and legal expenses as may be allowed by law and incurred by AVI Systems, in enforcing its rights under this Agreement. The rights and remedies herein conferred upon AVI Systems, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Uniform Commercial Code and other applicable laws.

13.2 Limitation of Remedies – AVI Systems entire liability and the Customer's exclusive remedy shall be as follows: In all situations involving performance or nonperformance of Equipment or Services furnished under this Agreement, the Customer's remedy is the adjustment or repair of the Equipment or replacement of its parts by AVI Systems, or, at AVI Systems option, replacement of the Equipment. In no event will AVI Systems be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if AVI Systems has been advised of the possibility of such damages, or for any claim against the Customer by any other party, or for any damages caused by performance or non-performance of Equipment located outside the United States or Puerto Rico.

14.0 Acceptance of Agreement – This agreement includes services that are required to satisfy the project scope of Section 2.0 Specific Project Scope. AVI Systems will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement.

In Witness whereof, the parties hereto by their duly authorized representatives have executed this Agreement upon the date first set forth herein.

AGREED AND ACCEPTED BY:

(Customer)

(Signature)

(Print Name)

(Date)

SUBMITTED BY:

AVI Systems _____

(Signature)

(Print Name)

(Date)

RESOLUTION 2005-119

WHEREAS, GITV has served Hall County and the Grand Island area with governmental-educational programming since 1993; and

WHEREAS, City Council meetings, Hall County Board meetings, School Board meetings and locally produced educational programs are currently aired on GITV; and

WHEREAS, due to the advancements of technology, it is becoming more apparent that the present GITV equipment is outdated and/or obsolete; and

WHEREAS, funding has been provided in the 2004-2005 budget to update such equipment; and

WHEREAS, quotes were requested from area video technicians to provide engineering services to update such equipment and to expand programming capabilities; and

WHEREAS, AVI Systems of Omaha, Nebraska, offered to provide such engineering services and ongoing technical consulting and training for the amount of \$13,863; and

WHEREAS, a proposed Systems Engineering Agreement with AVI Systems has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Systems Engineering Agreement by and between the City and AVI Systems of Omaha, Nebraska, is hereby approved to provide engineering services to upgrade GITV equipment and programming capabilities, and to provide ongoing technical consulting and training.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 7, 2005	☐ City Attorney