

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
REVISED MEETING AGENDA
TUESDAY, DECEMBER 10, 2024**



PLEASE NOTE: The maximum occupancy of the Council Chambers is 49 individuals at one time. Access to exits must be kept clear to ensure everyone in the Chambers can safely exit in the event of an emergency.

This meeting will be held in person and will also be available via teleconference.

COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM

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- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – *The public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. The public comment period is not an opportunity for dialogue with the Mayor and Councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.*
- 4. NEW BUSINESS**
 - A. Resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center 1-8
 - B. Resolution authorizing the Mayor to sign a Service Agreement and Clearing Agreement with Nayax LLC for the Nayax Cashless and Remote Monitoring Solution for the Grandview Library 9-20
 - C. Ordinance establishing a debt service fund for repayment of Supporting Investments in Economic Diversification (SIED) Loan on the Wine Country Road & Higgins Way Improvements project 21-23
 - D. Resolution approving Task Order No. 2024-09 with HLA Engineering and Land Surveying, Inc., for the Pappy’s Landing Phase 2 Development Construction Engineering 24-28
 - E. Resolution approving Task Order No. 2024-10 with HLA Engineering and Land Surveying, Inc., for the Splash Pad Improvements 29-33
 - F. Resolution approving Task Order No. 2024-11 with HLA Engineering and Land Surveying, Inc., for the Willoughby Road Reconstruction 34-41
 - G. Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010125GV with the Yakima Valley Conference of Governments 42-45

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H. Resolution accepting the Request For Qualifications and Cost Proposal for Event Planning and Execution and authorizing the Mayor to sign all contract documents with Finn Styles Company	46-57
I. Resolution authorizing the Mayor to sign the Audiovisual Solution Proposal with Avidex Industries, LLC for the Stage Pavilion Audio System at the Childress Amphitheater	58-80
5. CITY ADMINISTRATOR AND/OR STAFF REPORTS	
6. MAYOR & COUNCILMEMBER REPORTS	
7. ADJOURNMENT	

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, December 10, 2024 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://us06web.zoom.us/j/85135251498?pwd=rPBUFZrt8Q9RoOLk8iN5aEqsDraLZk.1>

To join via phone: +1 253 215 8782

Meeting ID: 851 3525 1498

Passcode: 546030

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE

Resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center

AGENDA NO.: New Business 4 (A)

AGENDA DATE: December 10, 2024

DEPARTMENT

Parks & Recreation Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

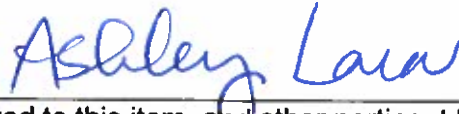
DEPARTMENT DIRECTOR REVIEW

Gretchen Chronis, Parks & Recreation Director



CITY ADMINISTRATOR

MAYOR



ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

For several years, the City of Grandview has allowed People For People to use the Community Center for the operation of a noon meal program to serve hundreds of area senior citizens. This valuable program enhances the health and social well-being of the elderly.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Attached is the annual Site Use Agreement between People For People and the City to provide food and nutrition services for area senior citizens. The noon meal program has offered a host of opportunities for our Parks and Recreation staff and volunteers to enhance lives with additional and meaningful recreation programs. In addition, the agreement includes a reimbursement provision for utility costs from People For People in the amount of \$500 per month. The term of the agreement is from January 1, 2025 through December 31, 2025.

ACTION PROPOSED

Move resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center to tonight's regular Council meeting for consideration.

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING A SITE USE AGREEMENT BETWEEN PEOPLE FOR PEOPLE
AND THE CITY OF GRANDVIEW COMMUNITY CENTER**

WHEREAS, People for People Senior Nutrition Program provides food and nutrition services to area senior citizens; and,

WHEREAS, People for People Senior Nutrition Program provides these services at the Grandview Community Center; and,

WHEREAS, the City of Grandview and People For People wish to enter into a Site Use Agreement; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign the Site Use Agreement between People For People and the City of Grandview in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 10, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SITE USE AGREEMENT
Between
People For People
and
City of Grandview
Grandview Community Center

THIS AGREEMENT is made and entered into by and between, City of Grandview (hereinafter City), and People For People, a Washington nonprofit corporation.

WHEREAS, People For People Senior Nutrition Program provides food and nutrition services to senior citizens, and

WHEREAS, People For People Senior Nutrition Program desires to provide these services at the Grandview Community Center, whose address is 812 Wallace Way, Grandview, Washington, 98930 in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein it is agreed by and between the City and People For People as follows:

1. People For People:

- a. Shall prepare and serve food services to senior citizens at the Grandview Community Center, as contracted by the City, through congregate meals as well as preparing and packaging meals for home delivery to homebound seniors.
- b. Shall use the kitchen, equipment and facilities generally between 5:00 a.m. to 1:00 p.m., Monday, Tuesday, Wednesday, Thursday and Friday, except for Holidays and except when such use is preempted by the City pursuant to paragraph 2(b) below.
- c. Shall leave the kitchen, kitchen facilities/equipment, dishes, glassware, and utensils in a clean and orderly condition. People For People assumes all responsibility for the cleaning of the kitchen and dining areas for each day that People For People uses the facility.
- d. Upon the loss, destruction, or damage to any property at the Grandview Community Center in connection with its food service operations, People For People shall notify the City thereof and shall take all reasonable steps to protect that property from further damage. Furthermore, People For People assumes all responsibility for repairing any equipment, fixtures, or furnishings broken or damaged in the facility as a result of its food service operations.

- e. Shall request permission in advance to use the said facilities and equipment in the event such use is needed outside the said time period.
- f. Shall plan and carry out the operation of the meal site without aid or intervention from the City.

2. The City:

- a. Shall provide People For People the use of facilities, equipment, and space for the preparation and serving of meals for the Senior Nutrition program, as contracted by the City, generally from 5:00 a.m. to 1:00 p.m., Monday, Tuesday, Wednesday, Thursday and Friday, except for Holidays and when such use is preempted by the City pursuant to paragraph 2(b) below.
- b. Shall notify People For People at least five (5) business days in advance if the kitchen or dining areas are to be preempted for other use.
- c. Reserves the right to schedule classes and other activities in the Grandview Community Center. The City will make reasonable efforts to ensure that such classes and activities do not interfere with People For People's operations and services.
- d. Shall provide an annual Fire and Life Safety Survey to be performed by the local fire department.
- e. Shall provide an annual Health Inspection of the kitchen and serving area as mandated by State regulation. The Yakima Health District shall perform the inspection.
- f. Shall assure that when the facilities are used by other than People For People's Senior Nutrition program, the kitchen and other facilities have been properly cleaned prior to use by the Senior Nutrition program.

3. Consideration:

- a. As consideration for the food services provided pursuant to this Agreement, People For People agrees to pay the City a base minimum of \$500.00 per month starting January 1, 2025.
- b. The City will renegotiate with People For People the monthly base minimum, should the City determine that \$500.00 per month does not cover the increased utilities costs attributable to People For People's food preparation operations and services.

4. Amendments:

This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

5. Term of Agreement:

The term of this Agreement shall commence on January 1, 2025 or as mutually scheduled and shall end on December 31, 2025.

6. Taxes and Assessments:

People For People shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement.

7. Insurance:

People For People understands and acknowledges that the City does not provide comprehensive liability insurance coverage for the benefit of People For People, including its officials, officers, agents, and employees. People For People shall maintain a policy of comprehensive liability insurance with combined single limit coverage of at least \$5,000,000 for the duration of this Agreement. The policy shall provide coverage for all activities conducted by People For People at the Grandview Community Center. People For People shall provide the City with a certificate of insurance or insurance binder evidencing that said insurance is in effect. People For People is required to provide 30 days notice of cancellation of such insurance and provide proof of continued coverage.

8. Non-Discrimination:

With regard to the provision of food services under this Agreement, People For People and the City shall not illegally discriminate against any person on the grounds of race, creed, color, religion, national origin, political affiliation, sex, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical handicap.

9. Indemnification and Hold Harmless:

People For People shall indemnify, hold harmless and defend the City, and its elected officials, officers, employees, and agents from and against any and all suits, actions, claims liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of People For People, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of People For People's services, duties and obligations under this Agreement.

The City agrees to hold harmless, indemnify, and defend People For People, its elected officials, officers, employees and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties and obligations under this Agreement.

In the event that the officials, officers, agents, and/or employees of both People For People and the City are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including any reasonable attorney's fees).

Nothing contained in this Section, or this Agreement shall be construed to create a right of indemnification in any third party.

People For People hereby releases the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City from any and all liability or responsibility to People For People or anyone claiming through or under People For People by way of subrogation or otherwise, for any loss, expense or damage, even if said loss, expense or damage is caused by the fault or negligence of the City, its elected or appointed officials, employees or volunteers, except to the extent that the City has an indemnification obligation to People For People under this paragraph 9.

Solely for the purposes of its obligations under this Agreement, each party specifically waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51, Revised Code of Washington, for any claims by its employees against the other for bodily injuries or death sustained while performing services hereunder. Further, the indemnification obligations of either party to the other shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under Worker's Compensation Acts, Disability Benefit Acts, or other benefit acts; provided, that each party's waiver of immunity by this provision shall extend only to claims by one party against the other and shall not include or extend to any claims by either party's employees directly against the employer party.

This paragraph nine (9) shall survive the termination of the Agreement.

10. Assignment:

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the City to any other person or entity without the prior written consent of People For People. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the City as stated herein.

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by People For People to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of People For People as stated herein.

11. Waiver of Breach:

The waiver by People For People or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

12. Severability:

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid; the remainder of the Agreement shall remain in full force and effect.

13. Integration:

This Agreement sets forth all the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

14. Termination:

Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days advance written notice of termination.

15. Notices:

Unless stated otherwise, herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

THE CITY OF GRANDVIEW

Shane Fisher, City Administrator
City of Grandview
207 W. 2nd Street
Grandview, WA 98930
(509) 882-9200

PEOPLE FOR PEOPLE:

Madelyn Carlson, CEO
People For People
304 W. Lincoln Avenue
Yakima, WA 98902
(509) 248-6726

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective at the time mailed or hand delivered at the address specified above. Each party shall provide written notification within 15 calendar days of change of address.

16. Payment:

Rent payments will be mailed to the following address:

City of Grandview
Parks and Recreation Department
207 W. 2nd Street
Grandview, WA 98930

17. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

18. Venue:

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington, Yakima County.

THE CITY OF GRANDVIEW

PEOPLE FOR PEOPLE, A Washington
Nonprofit Corporation

By: _____
Ashley Lara, Mayor

By: 
Madelyn Carlson, CEO

Date: _____

Date: 12-3-2024

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE Resolution authorizing the Mayor to sign a Service Agreement and Clearing Agreement with Nayax LLC for the Nayax Cashless and Remote Monitoring Solution for the Grandview Library	AGENDA NO.: New Business 4 (B) AGENDA DATE: December 10, 2024
DEPARTMENT Library	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

DEPARTMENT HEAD REVIEW

 Wendy Poteet, Library Director

CITY ADMINISTRATOR  **MAYOR** 

ITEM HISTORY (Previous council reviews, action related to this item and other pertinent history)

In June 2023, using Yakima Valley College (YVC) funds, the Grandview Library purchased a new printer for patron use. The new printer arrived in December of 2023.

Since December 2023, YVC IT has experienced integration issues between multiple technologies and the printer. Additionally, they were researching converting to a new print management software system wide.

In November 2024, YVC IT indicated they are ready to proceed with all new technology and software.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

The new printer system at Grandview Library is also a payment kiosk. This enables patrons to pay at the printer using cash, card, or tap with Google Pay or Apple Pay. This means patrons will no longer need to wait in line at the circulation desk.

The City of Grandview receives all funds generated at the Grandview Library and thus needs to enter a contract with the provider of the payment system, Nayax LLC. The City will pay Nayax, LLC a 5.95% processing fee for each transaction, as well as a \$8.95 monthly fee for each device. This contract is for 12 months and may be canceled at any time with 30-day written notice.

NAYAX hereby grants the Customer, during the term of this Agreement, a non-exclusive, personal, non-transferable and non-sub licensable right and license to access and use the Nayax Service solely in connection with and together with the Nayax Unit.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign a Service Agreement and Clearing Agreement with Nayax LLC for the Nayax Cashless and Remote Monitoring Solution for the Grandview Library to tonight's regular Council meeting for consideration.

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A SERVICE AGREEMENT AND CLEARING
AGREEMENT WITH NAYAX LLC FOR THE NAYAX CASHLESS AND REMOTE
MONITORING SOLUTION FOR THE GRANDVIEW LIBRARY**

WHEREAS, the City wishes to enter into a Service Agreement and Clearing Agreement with Nayax LLC for the Nayax Cashless and Remote Monitoring Solution for the Grandview Library,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign a Service Agreement and Clearing Agreement with Nayax LLC for the Nayax Cashless and Remote Monitoring Solution for the Grandview Library, in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 10, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Welcome to Nayax

Dear Valued Nayax Customer,

We want to thank you for choosing and implementing the Nayax Cashless and Remote Monitoring Solution! This solution will allow you to accept the majority of major credit cards and debit cards, mobile payments and payments using Nayax's own mobile app MONYX via your card reader. You will also have availability to a powerful and innovative back-office cloud based system to analyze, monitor and manage all levels of your operations. Our goal is to provide you with a smooth and seamless implementation.

Attached are the following documents that will need to be completed and returned back to us.

1. Nayax Service Agreement (Needs to be executed for new customers.)
2. Nayax Clearing Agreement (Needs to be executed if you are using Nayax as the merchant provider for your cashless transactions. Disregard if you will be using your own processor.)
3. Schedule 1 (Nayax will pre-fill FEES and TERMS section. Other info needs to be completed and updated when there is a change.)
4. Schedule 2 (Needs to be executed if you are using Nayax as the merchant provider for your cashless transactions. Disregard if you will be using your own processor.)
5. Include a copy of a voided check or something from the bank verifying the account and routing number and a copy of a government issued photo identification which needs to be included if we are merchant of record. (If you are a government agency you do not need to submit a government issued ID)

For new customers, once your equipment is shipped you will receive an email that provides your log in credentials to the Nayax cloud base system.

Please return these documents to your TBS representative via email at orders@tbsit360.com; phone **630-537-1370**, fax **630-537-1369**

We look forward to beginning our joint partnership together, which will help to grow your business.

Best Regards,

The Nayax Team

NAYAX Service Agreement

The "Customer" –

- 1. Parties and Purpose.** Nayax LLC ("NAYAX") hereby agrees to sell to the Customer the NAYAX Unit (as defined below) and to provide to the Customer, network services ("NAYAX Service") utilizing NAYAX unique telemetry and cellular activated communications network solely in connection with the Customer's automated machine equipment that is equipped with a NAYAX unit or NAYAX API (such unit, a "NAYAX Unit") enabled to connect to NAYAX's Central Server. This Service Agreement covers the sale of the NAYAX Unit (if applicable) and the provision of the NAYAX Service. This Service Agreement shall not govern credit card clearing services which are optional and may be provided subject to Customer's execution of a separate clearing agreement, a copy of which is attached as **Exhibit A** hereto, and for an additional fee. If the Customer has purchased the NAYAX Unit from either a reseller or other agent of NAYAX or from NAYAX directly, the terms and conditions of this Agreement will apply and govern regarding this NAYAX Unit.
- 2. The NAYAX Services.** NAYAX hereby grants the Customer, during the term of this Agreement, a non-exclusive, personal, non-transferable and non-sub licensable right and license to access and use the NAYAX Service solely in connection with and together with the NAYAX Unit. The NAYAX Service (through the NAYAX system and the NAYAXvend web management tools) provides both (a) information and management abilities, including: machine status, malfunctions and inventory management, on line transactions, alerts, pricing updates, web marketing tool and (b) detailed reports regarding sales by machine operation, by machine, information regarding total sales and break down for periods, detailed transaction report and cumulative transactions reports, including DEX counters reports (all the reports are based on machine level of software and protocol) and cash accountability.
- 3. Fees and Payments.** In consideration for the NAYAX Unit and the NAYAX Service, the Customer shall pay Nayax the fees set forth in **Schedule 1** according to the payment terms set forth therein. NAYAX may offset any such amount from the net amounts due to the Customer for any reason including but not limited to any amounts due to the Customer if NAYAX also handles clearing services for the Customer.
- 4. Due Payment –** If the Customer fails to pay NAYAX any payment by such date on which it is due, it shall pay interest on any overdue amount from the due date until payment is made in full at a rate of 6% per year compounded monthly, or if less, the greatest amount allowed by law. Unless otherwise agreed by the parties in writing, all payments under this Agreement shall be made in US Dollars. NAYAX reserves the right to offset any such amounts due to it from the Customer from any amounts due by it to the Customer, if any.
- 5. Availability of Service.** Customer acknowledges that NAYAX relies on third party providers in the delivery of its services, including, but not limited to, processing service providers wireless data network providers. Cellular radio service provided by third parties is available only when within the operating range of cellular systems, and cellular service is subject to transmissions limitations and dropped or interrupted transmissions. Cellular service may be temporarily refused, limited, interrupted, or curtailed due to government regulations or orders, atmospheric and/or topographical conditions and cellular system modifications, repairs and upgrades. In addition, the Customer acknowledges that provision of the NAYAX Services may depend on factors beyond NAYAX's control, including but not limited to factors affecting the operation of Public Systems (i.e. telecommunication systems run by public telecommunication operators or internet service providers which may be accessed by cellular data network, ISDN, IP, analogue line or other transmission types) and Banking Systems (i.e. banking, financial institution or other similar bodies). NAYAX is and shall not be obliged to provide the NAYAX Services where such factors prevent it. Furthermore, the Customer agrees that from time to time, NAYAX, the third party provider for the network, and/or other third parties may perform routine maintenance or emergency maintenance which could cause some NAYAX Services not to function partially or entirely, during the performance of such maintenance. NAYAX shall not be liable for any such failure to function. The Customer agrees that NAYAX shall not be liable for, and to defend, indemnify and hold NAYAX, its affiliates, directors, officers, employees, agents, and assigns harmless for any losses, damages, or business interruptions sustained as a result of factors outside of NAYAX's control and interruptions caused routine or emergency maintenance or by third party providers, including, but not limited to its wireless data network providers and processing service providers.

6. **NAYAX Unit Warranty.** NAYAX warrants that for a period of twelve (12) months from delivery (the “Warranty Period”), the NAYAX Unit shall be free from defects in material and workmanship. NAYAX does not warrant that the use of the NAYAX Unit will be uninterrupted or error-free. NAYAX’s sole obligation towards the Customer and Customer’s exclusive remedy for any failure of the NAYAX Unit to perform as warranted, is the correction or replacement, at NAYAX’s option, of the nonconforming NAYAX Unit; provided, that the Customer informs NAYAX in writing, within the Warranty Period of the defect, malfunction or nonconformity. The foregoing warranty shall not apply to disposal materials and to repair, damages, malfunction or failures, resulting from/ to NAYAX Unit: (i) use of the NAYAX Unit in a manner for which it was not intended; (ii) the defects or malfunctions caused by alteration or modification to the NAYAX Unit without NAYAX’s prior written approval; (iii) defects or malfunctions caused by improper service or repair of the NAYAX Unit, by anyone other than NAYAX; (iv) defects or malfunctions which do not adversely affect the ability of the NAYAX Unit to perform its usual designated function; (v) abuse or negligence by the Customer; or (vi) any other cause beyond NAYAX’s control. The warranties contained in this section 6, are exclusive, and are in lieu of all other warranties, express or implied, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, title, or arising by a course of dealing or usage of trade. This section does not limit, and is without prejudice to, the provisions of Section 7 below.
7. **Data Protection.** NAYAX complies and will comply with the PCI (Payment Card Industry) Data Security standard. NAYAX may use the data from the Customer’s NAYAX service, which does not identify the Customer or the specific location of the machine, solely for internal statistical purposes.
8. **Intellectual Property.** The Customer acknowledges that NAYAX, its affiliated parties, and/or licensors, and third party suppliers own the intellectual property rights in the services being provided hereunder and in and to the NAYAX Units, the NAYAX cashless payment platform and all hardware and software in or associated with any of the aforesaid, including but not limited to any and all trade and service marks, inventions, patents, copyrights, design rights (whether registered or unregistered), data base rights, and all other intellectual property rights subsisting anywhere in the world. The Customer shall take no action nor allow any action to be taken in contravention of any such rights.
9. **Limitation on Liability.** In no event shall NAYAX, its affiliates and agents be liable for any punitive, incidental, or consequential damages or any damages for loss of profits, business interruption, loss of information, or pecuniary loss, even if NAYAX, its affiliates or agents has been advised of the possibility of such damages. The total liability of NAYAX to the Customer in any calendar year shall not exceed (a) the payments made to NAYAX by the Customer under this Agreement in the calendar year in which such liability arose, (b) the applicable insurance policy limit, if such claim or loss is covered by insurance.
10. **Remuneration.** To the extent allowed by law, the County agrees that NAYAX shall not be liable for claims, demands, causes of action, obligations, liabilities, expenses (including reasonable attorney’s fees), damages, or suits shown to be caused by an act or omission of the Customer, its employees and/or agents, including, but not limited to, the operation and management of the NAYAX Unit and the NAYAX service.
11. **Term and Termination.** The term of this Agreement and the NAYAX Services shall be for a period of twelve (12) months from the later of the date of signature of this Agreement by NAYAX or the Customer (the “Initial Term”), and shall renew automatically for successive twelve (12) month periods (each a “Renewal Term”) unless either party provides notice of not less than thirty (30) days prior to any such Renewal Term. Notwithstanding the above, and without derogating from any other of its rights hereunder or pursuant to law, NAYAX may terminate this Agreement and the NAYAX Services at any time, without liability therefor by providing no less than 30 days written notice, and either party may terminate this Agreement and the NAYAX Services by notice in writing not less than fifteen (15) days after notice of a material breach which has not been remedied during such fifteen (15) day period. Without derogating from the above, in the event of any breach by the Customer of any of its obligations hereunder, or in the event of any requirement of relevant law, or in the event of any force majeure or other event due to which NAYAX, in its sole discretion determines the necessity of doing so, NAYAX may suspend providing the NAYAX Services hereunder for such period as may be necessary in NAYAX’s sole opinion. In the event that NAYAX has suspended the provision of the NAYAX Services for more than thirty (30) days, other than due to breach of this Agreement by the Customer or due to any other fault of the Customer, Customer may terminate this Agreement on written notice.
12. **No Warranties.** Except to the extent as may be otherwise expressly provided herein, all warranties, conditions, terms, undertakings and representations of any kind whatsoever, express or implied, whether by statute, common

law or otherwise, in respect of the services being provided hereunder, are hereby excluded by NAYAX to the fullest extent permitted by law and NAYAX shall have no other obligation, duty or liability whatsoever in contract, tort, statute or otherwise to the Customer. Without prejudice to the generality of the aforesaid, NAYAX specifically disclaims the implied warranties of merchantability, satisfactory quality and fitness for a particular purpose.

13. **Validity, Choice of Law and Venue.** Should any part of this Agreement, for any reason, be declared invalid, then only such portion shall be invalid without invalidating or affecting the remaining provisions of the Agreement.
14. **Notice.** Any notice required or permitted to be given by either party hereto pursuant to this Agreement shall be in writing and addressed to the other party at its registered office or place of business, or such other address as may have been notified by one party to the other. Without derogating from the above, NAYAX may provide notice to such person who has signed the Customer Declaration attached to this Agreement.
15. **General.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and shall supersede any and all other communications, understandings, representations and agreements. Except as otherwise expressly stated herein, nothing in this Agreement confers any rights on any third parties. The Customer may not assign, novate, transfer, charge or otherwise deal with the benefit or the burden of this Agreement. NAYAX may assign, novate, transfer, sub-contract, charge or otherwise deal this Agreement and/or any of its rights and/or obligations hereunder at any time without consent of the Customer.

SIGNATURE

PRINTED NAME

DATE

TITLE

Welcome to Nayax

Dear Valued Nayax Customer,

Congratulations on implementing the Nayax Cashless and Remote Monitoring Solution! This solution will allow you to accept the majority of major credit cards and debit cards on your card reader. Our goal is to provide you with a smooth and seamless implementation. Your funds are transferred via EFT/ACH within two weeks after we have received a completed copy of the attached Schedule 2 "Direct Deposit (ACH) Agreement Form" and a voided check.

Deposits are made every Friday for cashless sales from the previous Friday to Thursday period, net the related processing fee and monthly service fee, when applicable. A reimbursement statement reflecting these details will be emailed to you by the following Monday. If your net sales are less than \$5, the balance will be carried over to the following period.

The Nayax monthly service fees will be deducted from the second deposit of the month. The related monthly service fee invoice will be sent to you for your records, but no action will be required. All hardware sales are payable by check or credit card, kept on file, depending on which payment terms have been selected on the attached Schedule 1 "Fee Agreement Form".

Please return these documents to your TBS representative via email at orders@tbsit360.com; phone 630-537-1370, fax 630-537-1369

We look forward to beginning our joint partnership together, which will help to grow your business.

Best Regards,

Nayax Group

Finance Department

Exhibit A

NAYAX Clearing Agreement

Company: (the "Customer")

WHEREAS, NAYAX LLC ("NAYAX") has sold to the Customer a NAYAX remote unit (such unit, a "NAYAX Unit") enabled to connect to NAYAX's central server; and WHEREAS, concurrently with the execution of this agreement, the Customer has executed the Nayax Service Agreement ("Service Agreement");

NOW, THEREFORE, the parties have agreed as follows:

- 1. Clearing Processing Services** – NAYAX hereby agrees to provide to the Customer with certain cashless financial services utilizing the NAYAX unique telemetry cashless payment platform, solely in connection with the Customer's vending equipment that is equipped with a NAYAX Unit enabled to connect to NAYAX's Central Server ("Equipment"). Customer acknowledges and agrees that (a) some or all of the services provided by NAYAX hereunder may be performed by another member of the NAYAX group of companies on behalf of NAYAX, and (b) in providing processing and clearing services hereunder NAYAX is acting as agent of Heartland payment systems and reference to NAYAX performing such services hereunder shall be understood in such light.
- 2. Credit Card Transaction Processing Services & Associated Fees** – the Customer hereby appoints NAYAX as sole and exclusive agent on behalf of the Customer, in connection with the processing of all card transactions (including but not limited to transactions via credit, debit and prepaid cards) in connection with the Equipment. With respect to each transaction, the Customer shall pay such processing fee (consisting of a percentage of the applicable gross and convenience fee of cashless revenue) as specified in *Schedule 1* attached hereto in addition to any applicable VAT, sales tax, use tax or similar tax (*the "Processing Fee"*). NAYAX shall be entitled to change the Processing Fee on 30 days prior written notice to the Customer, provided that upon receipt of such notice the Customer may, within such 30 days period, terminate this Agreement by written notice to NAYAX without liability therefor.
- 3. Pre-Authorization** – The Customer agrees that for each cashless transaction, the relevant card will be submitted to the card processor for card validation and transaction authorization. The Customer acknowledges that the card processor may decline any such transaction and that in such case NAYAX shall not continue with the clearing of the transaction.
- 4. Allocation of Risk** – The Customer agrees that with respect to any transaction that clears but is subsequently declined by the card processor for non-sufficient funds or other reasons, the risk of the associated loss of vended product, settlement funds, Processing Fee or any other fee related to such transaction shall be assumed in its entirety by the Customer. NAYAX may deduct any relevant amounts from the amount of net revenues to be tendered to the Customer on a monthly basis, or may charge the Customer separately therefor.
- 5. Settlement and Payment of Processing Fee** – NAYAX shall render a weekly statement to the Customer during the term of this Agreement. Such statement shall detail the net revenues resulting from the processing of transactions from the use of the Equipment and due to the Customer. Every week, NAYAX shall pay the Customer such net revenues, less (a) the amount of any refunds, (b) the Processing Fee, (c) any chargeback from the credit card processor, (d) any amounts incurred for fraudulent transactions, (e) any relevant bank charges, (f) any amounts required to be withheld by NAYAX pursuant to law and (g) any other amounts due to NAYAX, including but not limited to any accounts receivable to NAYAX, activation fees, fees under the Service Agreement, or the processor hereunder or by law. The Customer acknowledges and agrees that the aforesaid statement may be rendered to it by the member of the NAYAX group of companies performing the services on behalf of NAYAX, and that in such case all references to NAYAX in this Section shall be deemed to refer to such entity.
- 6. General** - the provisions of Sections 3-15 of the Service Agreement shall be deemed incorporated herein by reference.

Attachments:

Schedule 1 – Fee Agreement Form

Schedule 2- Direct Deposit (ACH) Agreement Form

SIGNATURE

PRINTED NAME

DATE

TITLE

Schedule 1

FEE AGREEMENT FORM

Contact Information

Please fill in all relevant information below, and let us know of any changes to your contact information in the future.

Company Name:							
Customer # (internal use):							
SHIP TO							
Contact Name:							
Address:							
City:		State:		Zip Code:			
Phone Number:				Fax Number:			
Email:							
BILL TO (if different)							
Contact Name:							
Address:							
City:		State:		Zip Code:			
Phone Number:				Fax Number:			
Email:							
**Type of Product/Service Being Sold From Your Machine:							

Fees and Terms (NAYAX TO FILL OUT ONLY)

Payment Terms (if reimbursed by Nayax)**:	<input checked="" type="checkbox"/> Offset/NET30 <input type="checkbox"/> Offset/ CC		
Reimbursement Processing Fee (if applicable):	5.95 %		
Activation Fee (per device):	\$		
1) Billing Plan:	Cashless Only-TBS	Monthly Fee (per device):	\$8.95

* Payment Term descriptions for customers not reimbursed by Nayax: Net30- all invoices (for hardware, activation fees and monthly service fees) are due within 30 days of receipt by check or EFT; CC- all invoices (for hardware, activation fees and monthly service fees) are automatically paid by credit card, kept on file, on date of invoice (credit card service fee may apply)

** Payment Term descriptions for customers reimbursed weekly by Nayax (must also complete the attached Schedule2- Direct Deposit Agreement Form and include a voided check): Offset/Net30- activation and monthly service fee invoices are automatically offset from weekly reimbursements once a month and all hardware invoices are due within 30 days of receipt by check or EFT; Offset/CC- activation and monthly service fee invoices are

automatically offset from weekly reimbursements once a month and all hardware invoices are automatically paid by credit card, kept on file, on date of invoice (credit card service fee may apply)

Customer Declaration

I HEREBY REPRESENT TO NAYAX THAT I AM AUTHORIZED AND EMPOWERED TO ENTER INTO THIS AGREEMENT ON THE COMPANY'S BEHALF AND TO RECEIVE NOTICES ON BEHALF OF THE COMPANY. I HERETO AGREE TO BE LEGALLY BOUND AND HAVE EXECUTED THIS AGREEMENT BY THE AUTHORIZED REPRESENTATIVE, THE SIGNATURE OF WHICH IS SET FORTH BELOW.

SIGNATURE

PRINTED NAME

DATE

TITLE

Schedule 2

DIRECT DEPOSIT (ACH) AGREEMENT FORM

Authorization Agreement

I (BELOW NAME AND SIGNATURE) HEREBY AUTHORIZE NAYAX AND ITS DESIGNATED FINANCIAL AGENTS TO INITIATE ELECTRONIC FUNDS TRANSFER OF PAYMENTS AS GOVERNED BY THE (NACHA) RULES. THE AUTHORIZATION OF DIRECT CREDIT (DEPOSITS) OR DEBIT (WITHDRAWALS) IS TO REMAIN IN EFFECT UNTIL NAYAX RECEIVES 10-DAY WRITTEN NOTIFICATION OF TERMINATION FROM AN OFFICIAL AGENT OF YOUR COMPANY. ANY CHANGES TO THE INFORMATION PROVIDED BELOW MUST BE SUBMITTED BY AN OFFICIAL AGENT OF YOUR COMPANY AND BE PROVIDED ON AN UPDATED AND SIGNED SCHEDULE 2 "DIRECT DEPOSIT (ACH) FORM". A VOIDED CHECK NEEDS TO ACCOMPANY THIS FORM. **PLEASE EMAIL THIS SIGNED AND COMPLETED FORM AND VOIDED CHECK OR SOMETHING FROM THE BANK VERIFYING THE ACCOUNT/ROUTING NUMBER TO: orders@tbsit360.com**

Company Information

Company Name:						
Customer # (internal use):						
Finance Contact Name:						
Address:						
City:		State:		Zip Code:		
Phone Number:		Fax Number:				
Email to send reimbursement statements (up to 5 emails):						

Bank information

Name of Financial Institution:		
Name on Account:		
Routing Number (9 digits):		
Account Number:		
Account Type:	<input type="checkbox"/> Checking <input type="checkbox"/> Saving	

BY PLACING MY SIGNATURE BELOW, I HEREBY DECLARE AND REPRESENT TO NAYAX THAT I AM AUTHORIZED AND EMPOWERED TO BIND MY COMPANY AND ACCEPT THE BINDING TERMS AND CONDITIONS ON MY BEHALF OF MY COMPANY, LISTED ABOVE.

SIGNATURE

PRINTED NAME

DATE

TITLE



Customer Name: Public Library
 Customer Account: 123456
 Customer ID: 789456
 Report Date: 6/5/2017
 Prepared By:

Gross Amount: \$29.25
 Convenience Fee: \$0.00
 Processing Fee: (\$1.74)
Total: \$27.51
 Prior Period Adjust: \$0.00
 Invoice Offset: \$0.00
 ChargeBack Offset: \$0.00
Balance: \$27.51

Report for Week: 22 Date Range: 5/19 - 5/25 Year: 2017											
#	Machine Type	Device No.	Machine No.	Location	Transaction Type	# Of Trans	Gross Amount	Convenience Fee	Processing Fee	Net Amount	Fee %
1	photo copies	00000000022287	22287	Youth CPAD	CC	4	\$2.35	\$0.00	\$0.14	\$2.21	5.95%
2	photo copies	00000000022306	22306	Scan Station	CC	2	\$2.00	\$0.00	\$0.12	\$1.88	5.95%
3	photo copies	00000000022311	22311	Adult CPAD	CC	27	\$24.90	\$0.00	\$1.48	\$23.42	5.95%
CC Subtotal						33	29.25	0.00	1.74	27.51	
Total:						33	\$29.25	\$0.00	\$1.74	\$27.51	

* Machine Type, Machine Number and Location data can be modified for individual machines for user with access to the Nayax Portal

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE	AGENDA NO.: New Business 4 (C)
Ordinance establishing a debt service fund for repayment of Supporting Investments in Economic Diversification (SIED) Loan on the Wine Country Road & Higgins Way Improvements project	AGENDA DATE: December 10, 2024
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
City Treasurer	

DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer 

CITY ADMINISTRATOR



MAYOR



ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

The City of Grandview entered into a SIED contract with Yakima County for the purpose of infrastructure improvements related to Wine Country Road and Higgins Way. The project was funded with 50 percent SIED loan and 50 percent SIED grant. This ordinance establishes a debt service fund to repay the loan portion of the roadway work.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

By Fund the highlights of the budget changes are:

SIED LOAN – WCR/HIGGINS WAY: The total loan amount for this project was \$766,208. Beginning in 2025 the developer on the project will send in the annual debt payment to the City of Grandview. The City will then turn around and send that same amount to the Yakima County Infrastructure Fund. This process will continue annually until the obligation is satisfied in 2034.

ACTION PROPOSED

Move an ordinance establishing a debt service fund for repayment of Supporting Investments in Economic Diversification (SIED) Loan on the Wine Country Road & Higgins Way Improvements project to tonight's regular Council meeting for consideration.

ORDINANCE NO. 2024-___

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
ESTABLISHING A DEBT SERVICE FUND FOR REPAYMENT OF A SUPPORTING
INVESTMENTS IN ECONOMIC DIVERSIFICATION (SIED) LOAN FROM YAKIMA
COUNTY FOR COSTS ASSOCIATED WITH INFRASTRUCTURE IMPROVEMENTS
RELATED TO WINE COUNTRY ROAD AND HIGGINS WAY IMPROVEMENTS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW,
WASHINGTON, AS FOLLOWS:**

Section 1. Statement of Purpose: The City Council for the City of Grandview, Washington, has determined that for accounting purposes it would be in the best interest of the city to establish a Debt Service Fund for the repayment of a Supporting Investments in Economic Diversification (SIED) loan as per Contract No. YC-WCR-23, from Yakima County for costs associated with infrastructure improvements which include Wine Country Road and Higgins Way Improvements.

Section 2. SIED (WCR/Higgins Way) Loan Fund: The SIED (WCR/Higgins Way) Loan Fund (220) is hereby created. Said fund shall be available for deposit of any interest accrued or funds that may be received pertaining to repayment of said loan.

Section 3. Expenditures of Fund: Monies in the SIED Loan Fund shall be expended exclusively for repayment of debt associated with repayment of the SIED Loan with Yakima County as per SIED Contract No. YC-WCR-23.

Section 4. Severability: If any provision of this Ordinance or its application to any person or circumstances is held to be invalid the remainder of this Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 5. Effect: This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 10, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 12/11/24

EFFECTIVE: 12/16/24

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE Resolution approving Task Order No. 2024-09 with HLA Engineering and Land Surveying, Inc., for the Pappy's Landing Phase 2 Development Construction Engineering	AGENDA NO.: New Business 4 (D) AGENDA DATE: December 10, 2024
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

DEPARTMENT HEAD REVIEW

Shane Fisher, City Administrator

CITY ADMINISTRATOR 	MAYOR 
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ITEM HISTORY (Previous council reviews, action related to this item and other pertinent history)

The City of Grandview approved the Phase 2 Site Improvement Plans for the Plat of Pappy's Landing. Infrastructure for this plat consisting of domestic water, sanitary sewer, and streets will become property of the City upon completion of construction and formal acceptance by the City. The City desires construction of infrastructure to be observed to confirm work is performed in accordance with the approved plans and specifications for the plat.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Construction is anticipated to begin the week of February 3, 2025, and is anticipated to be substantially complete before June 27, 2025. As observation of construction is a condition of plat approval, the City has engaged HLA Engineering and Land Surveying, Inc., to perform construction observation. Per the City's Construction Standards, the City will invoice Birdie Shots, LLC, the developer for reimbursement of work performed.

ACTION PROPOSED

Move a resolution approving Task Order No. 2024-09 with HLA Engineering and Land Surveying, Inc., for the Pappy's Landing Phase 2 Development Construction Engineering to tonight's regular Council meeting for consideration.

Date: November 20, 2024

Project No.: 21090C

To: City of Grandview
207 W. Second Street
Grandview, WA 98930

Attention: Shane Fisher
City Administrator

From: Michael R. Heit, PE

Re: Pappy's Landing Phase 2 Development
Construction Engineering
Task Order No. 2024-09

We are sending you the attached following items:

Two (2) Original Signed Task Order No. 2024-09 Agreements

Comment:

Shane,

Attached for your review and consideration are two (2) signed original Task Order No. 2024-09 agreements for the Pappy's Landing Phase 2 Development - Construction Engineering project.

Please execute the Task Order agreements and return one signed original to our office.

We very much appreciate the opportunity to work with you and serve the City of Grandview. If you have any questions or need additional information, please contact me at (509) 966-7000 or mheit@hla civil.com.

Thank you.

Copy to: _____

Signed: _____



RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2024-09 WITH HLA ENGINEERING AND
LAND SURVEYING, INC., FOR THE PAPPY'S LANDING PHASE 2 DEVELOPMENT**

WHEREAS, the City of Grandview has entered into a General Services Agreement with HLA Engineering and Land Surveying, Inc., (HLA) for work pursuant to task orders; and,

WHEREAS, the City would like to enter into a Task Order with HLA to provide construction engineering services for the Pappy's Landing Phase 2 Development,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign Task Order No. 2024-09 with HLA Engineering and Land Surveying, Inc., for the Pappy's Landing Phase 2 Development with an estimated fee for services in the amount of \$75,000 in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on December 10, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2024-09

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF GRANDVIEW
AND
HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Pappy's Landing Phase 2 Development - CN Services
HLA Project No. 21090C

The City of Grandview (CITY) approved the Phase 2 Site Improvement Plans for the Plat of Pappy's Landing (PROJECT). Infrastructure for this plat consisting of domestic water, sanitary sewer, and streets will become property of the CITY upon completion of construction and formal acceptance by the CITY. The CITY desires construction of infrastructure to be observed to confirm work is performed in accordance with the approved plans and specifications for the plat.

Construction is anticipated to begin the week of February 3, 2025, and is anticipated to be substantially complete before June 27, 2025. As observation of construction is a condition of plat approval, the CITY has engaged HLA Engineering and Land Surveying, Inc. (HLA), to perform construction observation. Per the CITY's Construction Standards, the CITY will invoice Birdie Shots, LLC, (Developer) for reimbursement of work performed.

SCOPE OF SERVICES:

HLA will work with the CITY to provide engineering services during construction as follows:

1.0 Construction Engineering

- 1.1 Attend a preconstruction meeting with the CITY and Developer.
- 1.2 Review material submittals provided by the Developer as required by the project specifications.
- 1.3 Respond to CITY, Developer, and community inquiries during construction.
- 1.4 Attend periodic construction meetings, as necessary.
- 1.5 Furnish a qualified resident engineer (inspector) to observe the PROJECT for substantial compliance with the plans and specifications and CITY Construction Standards. Periodic inspection is anticipated pending type of work performed.
- 1.6 Prepare Inspector Daily Reports for the days a resident engineer is present.
- 1.7 Conduct final walkthrough inspection and prepare list of items (punchlist) to be corrected by the Developer.
- 1.8 Make recommendation to the CITY for approval of construction.

2.0 Additional Services

- 2.1 Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

3.0 Items to be Furnished and Responsibility of the CITY:

The CITY will provide or perform the following:

- 3.1 Provide full information as to the CITY's requirements of the PROJECT.
- 3.2 The CITY shall assist HLA by providing all available information pertinent to the PROJECT.
- 3.3 Examine all requests for information presented by HLA, and provide written decisions within a reasonable time, so as not to delay work.
- 3.4 The CITY shall arrange for safe access to, and make all provisions for, HLA and HLA's consultants to enter upon public property as required for HLA to perform services.

TIME OF PERFORMANCE:

1.0 Construction Engineering

Construction is anticipated to begin the week of February 3, 2025, and be substantially complete before June 27, 2025 (120 working days). Work following substantial completion may include review of the Project, punchlist preparation, final walk through, and recommendation of approval.

FEE FOR SERVICES:


For the services furnished by HLA as described in this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of all parties.

1.0 Construction Engineering

All work for construction engineering services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$75,000. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be billed as additional services until an amendment to this Task Order is executed.

2.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses. Outside subconsultant's invoices shall be marked up by a factor of 1.10 times the subconsultant invoice.

Proposed: 
 HLA Engineering and Land Surveying, Inc.
 Michael T. Battle, PE, President

11/20/2024
 Date

Approved: _____
 City of Grandview
 Ashley Lara, Mayor

 Date

**CITY OF GRANDVIEW
 AGENDA ITEM HISTORY/COMMENTARY
 COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE Resolution approving Task Order No. 2024-10 with HLA Engineering and Land Surveying, Inc., for the Splash Pad Improvements	AGENDA NO.: New Business 4 (E) AGENDA DATE: December 10, 2024
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

DEPARTMENT HEAD REVIEW

 Shane Fisher, City Administrator

CITY ADMINISTRATOR 	MAYOR 
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ITEM HISTORY (Previous council reviews, action related to this item and other pertinent history)

 The City budgeted up to \$500,000 of local funds, and \$50,000 of American Rescue Plan Act (ARPA) funds to design and construct Splash Pad Improvements at Westside Park.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

 The splash pad will consist of several water features, landscaping, and additional amenities including seating. The total project is anticipated to cost approximately \$522,000. Engineering design work will begin immediately following Task Order approval with construction anticipated in Summer 2025.

ACTION PROPOSED

 Move a resolution approving Task Order No. 2024-10 with HLA Engineering and Land Surveying, Inc., for the Splash Pad Improvements to tonight's regular Council meeting for consideration.

Date: November 21, 2024

Project No.: 24153E

To: City of Grandview
207 W. Second Street
Grandview, WA 98930

Attention: Shane Fisher
City Administrator

From: Jakob W. Michael, PE

Re: Splash Pad Improvements
Task Order No. 2024-10

We are sending you the attached following items:

Two (2) Original Signed Task Order Agreements

Comment:

Shane,

Upon review and approval, please have the Mayor sign and date the attached Task Order No 2024-10 Agreements for the Splash Pad Improvements project. Keep one original agreement for your records and return the other to our office.

We appreciate the opportunity to serve the City of Grandview. If you have any questions or need additional information, please contact me at (509) 966-7000 or jmichael@hlacivil.com.

Thank you.

Copy to: Anita Palacios, MMC

Signed: 

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2024-10 WITH HLA ENGINEERING AND
LAND SURVEYING, INC., FOR THE SPLASH PAD IMPROVEMENTS**

WHEREAS, the City of Grandview has entered into a General Services Agreement with HLA Engineering and Land Surveying, Inc., (HLA) for work pursuant to task orders; and,

WHEREAS, the City would like to enter into a Task Order with HLA to provide design and construction engineering services for the Splash Pad Improvements,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign Task Order No. 2024-10 with HLA Engineering and Land Surveying, Inc., for the Splash Pad Improvements with an estimated fee for services in the amount of \$55,500 for design engineering and \$60,500 for construction engineering in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on December 10, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TIME OF PERFORMANCE:

HLA will diligently pursue completion of the PROJECT as follows:

1.0 Design Engineering

- 1.1 HLA will provide 30% draft plans for CITY review within forty (40) working days from receipt of signed Task Order.
- 1.2 60% draft plans, draft specifications, and cost estimate will be provided within thirty (30) working days of receiving CITY comments on 30% plans.
- 1.3 90% draft plans, specifications, and estimate will be provided within twenty (20) working days of receiving CITY comments on 60% plans, specifications, and estimate.
- 1.4 Final plans, specifications, and estimate will be provided within twenty (20) working days of receiving CITY comments on 90% plans, specifications, and estimate.

2.0 Construction Engineering

Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through the completion of construction, and completion of as-constructed drawings.

A maximum of twenty (20) working days has been assumed for construction of the improvements, utilizing a standard 40-hour work week.

Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the twenty (20) working days shall be considered additional services.

3.0 Additional Services

Time for completion of work directed by the CITY under Additional Services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICE:

For the services described within this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Design Engineering

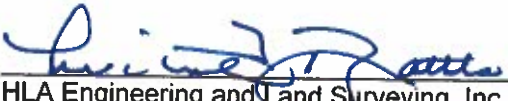
All work for design engineering services shall be performed for the lump sum fee of \$55,500.

2.0 Construction Engineering

All work for construction engineering services shall be performed on an hourly time-spent basis at the normal hourly billing rates included in our general Agreement, plus reimbursement for non-salary expenses for the estimated maximum fee of \$60,500. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be considered Additional Services.

3.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses. Outside subconsultant's invoices shall be marked up by a factor of 1.10 times the subconsultant invoice.

Proposed: 
HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

11/21/2024
Date

Approved: _____
City of Grandview
Ashley Lara, Mayor

Date

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**


ITEM TITLE Resolution approving Task Order No. 2024-11 with HLA Engineering and Land Surveying, Inc., for the Willoughby Road Reconstruction	AGENDA NO.: New Business 4 (F) AGENDA DATE: December 10, 2024
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

DEPARTMENT HEAD REVIEW

Shane Fisher, City Administrator

CITY ADMINISTRATOR

MAYOR




ITEM HISTORY (Previous council reviews, action related to this item and other pertinent history)

As City Council is aware, the Grandview Cemetery has approximately 2-3 years of space remaining for interments. We are in the process of expanding the cemetery to the south of the Grandview Dog Park.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

The City desires to reconstruct and widen Willoughby Road from Elm Street to the end of the road. This project is in preparation of future cemetery improvements and expansion, to include approximately 1,400 linear feet of roadway improvements including curb, gutter and sidewalk. It is anticipated Design Engineering services are being paid for with American Rescue Plan Act (ARPA) funds.

ACTION PROPOSED

Move a resolution approving Task Order No. 2024-11 with HLA Engineering and Land Surveying, Inc., for the Willoughby Road Reconstruction to tonight's regular Council meeting for consideration.



*** TRANSMITTAL ***

Date: December 4, 2024

Project No.: 24163E

To: City of Grandview
207 W. Second Street
Grandview, WA 98930

Attention: Shane Fisher
City Administrator

From: Stephanie J. Ray, PE

Re: Willoughby Road Reconstruction
Task Order No. 2024-11

We are sending you the attached following items:

Two (2) Original Signed Task Order Agreements

Comment:

Shane,

Upon review and approval, please have the Mayor sign and date the attached Task Order No. 2024-11 Agreements for the Willoughby Road Reconstruction project. Keep one original agreement for your records and return the other to our office.

We appreciate the opportunity to serve the City of Grandview. If you have any questions or need additional information, please contact me at (509) 966-7000 or sray@hlacivil.com.

Thank you.

Copy to: Anita Palacios, MMC

Signed: 

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2024-11 WITH HLA ENGINEERING AND
LAND SURVEYING, INC., FOR THE WILLOUGHBY ROAD RECONSTRUCTION**

WHEREAS, the City of Grandview has entered into a General Services Agreement with HLA Engineering and Land Surveying, Inc., (HLA) for work pursuant to task orders; and,

WHEREAS, the City would like to enter into a Task Order with HLA to provide design engineering, bidding services and construction engineering services for the Willoughby Road Reconstruction,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign Task Order No. 2024-11 with HLA Engineering and Land Surveying, Inc., for the Willoughby Road Reconstruction with an estimated fee for services in the amount of \$120,000 for design engineering in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on December 10, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2024-11

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Willoughby Road Reconstruction
HLA Project No. 24163E

The City of Grandview (CITY) desires to reconstruct and widen Willoughby Road from Elm Street to the end of the road. This project is in preparation of future cemetery improvements and expansion, to include approximately 1,400 linear feet of roadway improvements including curb, gutter and sidewalk. It is anticipated Design Engineering services are being paid for with American Rescue Plan Act (ARPA) funds.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional engineering services for the Willoughby Road Reconstruction (PROJECT). HLA services shall include the following.

1.0 Design Engineering

- 1.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
- 1.2 Conduct a topographic survey of the PROJECT area as required to complete design, plans, and specifications, including call for utility locates.
- 1.3 Perform field investigations necessary to design the identified improvements.
- 1.4 Attend meetings with the CITY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to two (2) meetings are anticipated.
- 1.5 Prepare preliminary 60% plans and a cost estimate of improvements for review and approval by the CITY.
- 1.6 Notify private utilities of pending improvements.
- 1.7 Based on approved preliminary engineering plans, prepare 90% plans, specifications, and cost estimate and provide to CITY for final review and coordination.
- 1.8 Perform quality control and assurance review of all final documents.
- 1.9 Incorporate CITY review comments and prepare final plans, specifications, and estimate for review and approval by CITY.
- 1.10 Prepare Engineer's construction cost estimate.
- 1.11 Provide final plans and specifications to the CITY in electronic format suitable for printing and use at time of bid advertisement. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.

2.0 Bidding Services and Construction Engineering

The following services are anticipated to be added by amendment following receipt of construction funding:

- 2.1 Prepare advertisement for bids. Coordinate with CITY on number and location publications. All advertising fees to be paid by the CITY.
- 2.2 Post documents to HLA website and notify potential bidders, utility companies, and plan centers of PROJECT posting, and maintain planholder list.
- 2.3 Answer and supply information as requested by prospective bidders.
- 2.4 Prepare and issue addenda to contract documents, if necessary.
- 2.5 Attend the bid opening and participate in the evaluation process.
- 2.6 Prepare summary of bids received and review bidder's qualifications and responsiveness.
- 2.7 Make recommendation of award to the CITY for construction contract.
- 2.8 Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the CITY and Contractor.
- 2.9 Review Contractor's submission of certificate of insurance and contract bond.
- 2.10 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.
- 2.11 Prepare and transmit notice to proceed to Contractor.
- 2.12 Furnish a field survey crew to provide geometric control, including construction staking.
- 2.13 Furnish a qualified resident engineer (inspector) to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 2.14 Review Contractor's submission of samples and shop drawings.
- 2.15 Maintain record of materials (ROM) for duration of PROJECT.
- 2.16 Respond to Contractor requests for information (RFI).
- 2.17 Interpret plans and specifications when necessary.
- 2.18 Prepare daily progress reports.
- 2.19 Prepare weekly statements of working days.
- 2.20 Create and maintain accurate construction documentation for the life of the PROJECT.
- 2.21 Ensure the CITY has all necessary files for potential audits.
- 2.22 Consult and advise the CITY during construction and make final review and report of the completed work with CITY representatives.
- 2.23 Coordinate testing scheduling with the Contractor's materials testing firm and review acceptance sampling and testing for construction materials.

- 2.24 Coordinate and attend construction meetings anticipated once per week during the duration of improvements.
- 2.25 Perform measurement and computation of pay items.
- 2.26 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 2.27 Prepare proposed contract change orders and/or force account computations as required.
- 2.28 Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit punchlist to Contractor.
- 2.29 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer and those submitted by the Contractor.
- 2.30 Monitor the Contractor's compliance with federal and state labor standards.
- 2.31 Assist the CITY with funding reimbursement information and supporting documentation, as requested.
- 2.32 Prepare and submit recommendation of PROJECT acceptance.
- 2.33 Prepare and submit Notice of Completion of Public Works Contract (NOC). Monitor lien releases from state agencies.
- 2.34 Notify CITY when retainage may be released.
- 2.35 Ensure the PROJECT is completed as designed and contract specifications are adhered to during construction.

3.0 Additional Services

Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

4.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 4.1 Provide full information as to CITY requirements for the PROJECT.
- 4.2 Provide all available information pertinent to the PROJECT relative to completion of design and construction of the PROJECT.
- 4.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 4.4 Obtain approval of all governmental authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- 4.5 Pay for advertising, notices, or other publications as may be required.
- 4.6 Pay for all necessary permits and testing fees not paid by the Contractor.

TIME OF PERFORMANCE:

HLA will diligently pursue completion of the PROJECT as follows:

1.0 Design Engineering

- 1.1 HLA will provide 60% draft plans, specifications, and cost estimate for CITY review within ninety (90) working days from receipt of signed Task Order.
- 1.2 90% draft plans, specifications, and estimate will be provided within thirty (30) working days of receiving CITY comments on 60% plans, specifications, and estimate.
- 1.3 Final plans, specifications, and estimate will be provided within thirty (30) working days of receiving CITY comments on 90% plans, specifications, and estimate.

2.0 Bidding Services and Construction Engineering

The following services are anticipated to be added by amendment when construction funding becomes available:

- 2.1 Bidding services and construction engineering shall begin upon completion of final plans and specifications. HLA will coordinate with the CITY to expedite advertising of the project and select a bid opening date.
- 2.2 A maximum of eighty (80) working days has been assumed for the construction of improvements, utilizing a standard 40-hour work week.
- 2.3 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the eighty (80) working days shall be considered additional services.

3.0 Additional Services

Time for completion of work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICES:

For the services furnished by HLA as described within this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Design Engineering

All work for design engineering services shall be performed for the lump sum fee of \$120,000.00.

2.0 Construction Engineering

Construction Engineering services will be added by amendment when construction funding becomes available.

3.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses. Outside subconsultant's invoices shall be marked up by a factor of 1.10 times the subconsultant invoice.



Proposed:  12/4/24
HLA Engineering and Land Surveying, Inc. Date
Michael T. Battle, PE, President

Approved: _____ Date _____
City of Grandview
Ashley Lara, Mayor

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010125GV with the Yakima Valley Conference of Governments	AGENDA NO.: New Business 4 (G) AGENDA DATE: December 10, 2024
DEPARTMENT Planning	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW
 Anita Palacios, City Clerk (Planning) 

CITY ADMINISTRATOR 	MAYOR 
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ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)
 Each year, the City contracts with the Yakima Valley Conference of Governments (YVCOG) for technical assistance to include planning activities and grant applications on an as needed basis as requested by the City.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.
 YVCOG has the expertise and capability of assisting the City with planning activities and projects. The maximum amount of compensation and reimbursement to be paid by the City to YVCOG under this Technical Assistance Contract is \$30,000, contract attached. When assistance is requested by the City, YVCOG prepares a scope of work and cost estimate. YVCOG invoices the City based upon actual expenses incurred. This amount has been appropriated in the 2025 planning budget under professional services.

ACTION PROPOSED
 Move resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010125GV with the Yakima Valley Conference of Governments to a regular Council meeting for consideration.

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE TECHNICAL ASSISTANCE CONTRACT
NO. 010125GV WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS**

WHEREAS, the City of Grandview wishes to enter into a Technical Assistance Contract with the Yakima Valley Conference of Governments for technical planning assistance,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, as follows:

The Mayor is hereby authorized to sign the Technical Assistance Contract No. 010125GV with the Yakima Valley Conference of Governments in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 10, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Organization Name: City of Grandview
TECHNICAL ASSISTANCE CONTRACT NO. 010125GV

THIS CONTRACT, entered into this (DATE) January 1, 2025, by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by, Conference Chair, James Restucci, acting hereunto duly authorized, City of Grandview, a municipal corporation or organization, located within Yakima County, State of Washington (hereinafter called the "City" or "Organization"), acting herein by (Name of Mayor or E.D.) Mayor Ashley Lara Executive Director or Mayor, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City or Organization has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City or Organization is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City/Organization and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor or Executive Director;

1.2 Assist the City or Organization in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the Mayor or Organization;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

1.4 Other Services - Choose One

Not Applicable

See Attached Additional Scope of Services

2. Time of Performance. The services provided by the Conference pursuant to this contract shall:

Commence on January 1, 2025 and shall end on December 31, 2025.

3. Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City or Organization. No charge shall be made to the Conference for such information, and the Organization will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid by the City or Organization hereunder shall not exceed \$ 30,000.00 for all services required.

In addition, the City or Organization will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the Social Security, Workmen's Compensation and Income Tax Laws for persons other than Organization employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to City of Grandview for payment based upon work completed for City of Grandview. Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, City of Grandview or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either City of Grandview or the Conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, City of Grandview will compensate the Conference for that portion of services extended unto City of Grandview.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of City of Grandview and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. City of Grandview shall give notice of their intent to continue or discontinue the contractual agreement for the year 2025, at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

City of Grandview
YAKIMA COUNTY

BY: _____
Conference Chair

BY: _____
Ashley Lara, Mayor

ATTEST: _____
Secretary

ATTEST: _____

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE

Resolution accepting the Request For Qualifications (RFQ) and Cost Proposal for Event Planning and Execution and authorizing the Mayor to sign all contract documents with Finn Styles Company

AGENDA NO.: New Business 4 (H)

AGENDA DATE: December 10, 2024

DEPARTMENT

Administration

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

N/A

DEPARTMENT HEAD REVIEW

Shane Fisher, City Administrator

CITY ADMINISTRATOR



MAYOR



ITEM HISTORY (Previous council reviews, action related to this item and other pertinent history)

The ARPA Committee appropriated \$20,000 towards two (2) major public events in 2025 to be held at the Childress Amphitheater.

The City conducted an Request For Qualifications process. RFQ were due on November 27, 2024 at 5:00 p.m.

The ARPA Committee met to review the RFQ submittal and approved the proposal as presented.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

One (1) RFQ was received from Finn Styles Company, copy attached.

ACTION PROPOSED

Move a resolution accepting the Request For Qualifications and Cost Proposal for Event Planning and Execution and authorizing the Mayor to sign all contract documents with Finn Styles Company to tonight's regular Council meeting for consideration.



Request For Qualifications & Costs Proposals

Event Planning and Execution

Overview

The City of Grandview invites qualified event planning organizations, businesses and providers to submit qualifications and cost proposals to plan, coordinate, and execute two major public events in 2025. The first one will be in the Summer of 2025 on July 4th and the second in the Fall of 2025. The goals of these events are to enhance community engagement and showcase the upgraded Childress Amphitheater as a premier venue for seasonal entertainment and community gatherings. It is the city's vision for these events to attract visitors from local and surrounding communities to Grandview. The city has budgeted up to \$10,000.00 for each event. The proposer may submit a proposal for one or two events. Each event should include a separate proposal.

Location of Events

These events must be held at the Childress Amphitheater in Grandview. The city is upgrading the amphitheater facility and purchasing a new high-quality sound system to be used for these and other events and concerts at the amphitheater.

Project Scope

Each event will take place at the Grandview Amphitheater, with a projected attendance of 200-500+ participants per event. The selected vendor will be responsible for event planning, advertisements, logistics, on-site management, vendor coordination, and post-event reporting.

The vendor is encouraged to use their creativity to design an event that aligns with the goals of this bid and maximizes attendee engagement. While some example events are listed below, vendors are welcome to propose their own ideas that will attract the highest number of attendees using the amphitheater space and new sound system. This could include a Cinco de Mayo, Valentine's, September 16, Saint Patrick's, Hispanic Heritage, Veterans Day celebrations or other events.

1. Summer Extravaganza (July 4th)

- **Focus:** Larger-scale summer event featuring day and/or evening activities.
- **Requirements:** A small concert, cultural performances, markets, food and beverage areas, and other attractions or activities.
- **Duration:** Minimum of 4-6 hours.

2. Fall Fest (Sep-Oct)

- **Focus:** Family-friendly outdoor activities celebrating fall.
- **Requirements:** Activities like live music, art vendors, food trucks, children's entertainment, and interactive workshops (e.g., painting, crafts).
- **Duration:** Single-day event, 4-6 hours.

Bid Requirements

All bids should include the following for each event proposed:

- **Qualifications and References:** Include your experience and qualifications of conducting events similar in scope and scale, with references from at least two clients. The selected vendor must have at least one year of experience in conducting similar public events.
- **Proposed Event Plan:** Concepts, activities, entertainment options, security plan, and unique elements for each event. Provide a date and schedule of the day's events with start/ end times, who will participate as vendors and/ or who will provide activities.
- **Budget Proposal:** Detailed budget including costs for planning, equipment, staffing, permits, security, and miscellaneous expenses.
- **Event Insurance:** Event organizer must obtain a minimum of \$1 million per occurrence with a \$2 million aggregate for commercial general liability, and the City of Grandview must be named as additionally insured.
- **Project Timeline:** Milestones from event conception to completion.

Contractor Responsibilities

- **Pre-Event Coordination**
 - Secure permits and vendor contracts.
 - Design and implement marketing strategies in collaboration with Grandview Representatives.
 - Manage registrations, logistics, and ticketing (if applicable).
- **On-Site Management**
 - Oversee set-up and breakdown of all activities.
 - Coordinate with vendors, security, and staff to ensure a seamless experience.
 - Provide on-site troubleshooting for any unexpected issues.
- **Post-Event Reporting**

- o Provide a detailed report including attendee numbers, financials, and recommendations for future events.

Submission Instructions

Bids must also include the proposer's legal name, EIN & UBI number, name of CEO/ President or Owner of the business and contact information to include person's name, business address, email and phone number. Bidders must address all the requirements. No specific format is required. Please limit proposals to no more than 3 pages. Attachments are not allowed. Please submit a digital bid to:

Matthew Cordray, City Treasurer at mattc@grandview.wa.us
City of Grandview - 207 West Second Street - Grandview, WA 98930

Due Date & Time

Proposals must be submitted on or before November 27, 2024 – 5:00 PM.

Technical Assistance Meeting

The city will provide a Technical Assistance Meeting for potential vendors to answer questions about this proposal. This meeting will be on November 18, 2024, from 10am -11am at Grandview City Hall. Attendance is not required to submit a proposal

Evaluation Criteria

Bids will be evaluated by ARPA Committee members using a rating scale based on the following four sections. Each section will be scored up to 25 points each. The maximum score will be 100 points.

- Quality and creativity of proposed event plans (25 points)
- Demonstrated experience in successful event management. Must have at least one year of experience in events executions (25 points)
- Competitive, cost effective and transparent budget (25 points)
- Demonstrated ability to meet all specified requirements and timelines (25 points)

Selection of Vendor

The selected vendors will be notified by December 4, 2024. The city will meet with the vendor(s) to further discuss their plans and negotiate any elements that meet the city's event purpose and subsequently execute a contract for services. A vendor may be selected for one or both events. All final event plans, a schedule and participating vendors will need to be pre-approved by the City Administrator 30 days in advance of the event and must provide

evidence of insurance and applicable permits. Additionally, selected proposals will be made public when presented at the City Council meeting for approval.

Payments to Vendor

Payments to selected vendors will be made on a reimbursement basis upon submitting approved costs and receipts meeting the bid specifications, aligned with submitted budget and must adhere to city, state and federal regulations requirements for spending such funds. Vendor should plan for at least 30 days to receive payments.

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE REQUEST FOR QUALIFICATIONS AND COST PROPOSAL FOR
EVENT PLANNING AND EXECUTION AND AUTHORIZING THE MAYOR TO SIGN
ALL CONTRACT DOCUMENTS WITH FINN STYLES COMPANY**

WHEREAS, the City of Grandview advertised requests for qualifications (RFQ) and costs proposals for event planning and execution of two major public events in 2025 at the Childress Amphitheater; and,

WHEREAS, Finn Styles Company submitted the most advantageous RFQ and cost proposal, which has been accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign all contract documents with Finn Styles Company for event planning and execution for up to \$10,000 for each event.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 10, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Shane Fisher

From: Matt Cordray
Sent: Monday, December 2, 2024 8:07 AM
To: Robert Ozuna; Robert Ozuna; Bill Moore; Bill Moore 1 (billandrachel@charter.net); Laura Flores; Laura Flores; Ashley Lara; Ashley Lara
Cc: Shane Fisher
Subject: FW: Proposal for Event Planning and Execution

Please see event proposal below

Matthew Cordray
City Treasurer
City of Grandview
207 West Second Street
Grandview, WA 98930
PH: (509) 882-9207
FAX: (509) 882-3099
mattc@grandview.wa.us
www.grandview.wa.us

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

From: Cody Goepner <cgoepner@prosserprincess.com>
Sent: Friday, November 29, 2024 5:48 PM
To: Matt Cordray <mattc@grandview.wa.us>
Subject: Proposal for Event Planning and Execution

CAUTION: External Email

Good evening Matt,

Please see my proposal below:

Proposal for Event Planning and Execution

Submitted by: Finn Styles Company
Contact: Cody Goepner, Founder
Date: Friday, November 27, 2024

Company Overview:

Finn Styles Company specializes in strategic event planning, marketing, and execution for public and private organizations. Our expertise includes coordinating multi-faceted events that enhance community engagement, drive visitor attendance, and showcase unique venues.

Experience:

Successfully managed events with 200-1,000+ attendees, including cultural celebrations, fundraisers, and community engagement festivals.

Experience in utilizing upgraded facilities and sound systems to create immersive experiences, such as concerts, outdoor cinema nights, and cultural showcases.

Proven track record of working within budgets while delivering impactful events.

Team Strengths:

Strategic planning to align with community goals and values.

Experienced in on-site management, vendor coordination, and live event troubleshooting.

Expertise in marketing campaigns, leveraging social media, local advertising, and partnerships to maximize attendance.

Event Proposals

Event 1: BBQ Festival and Celebration

Event Theme: "Grandview's Backyard BBQ Bash"

Proposed Activities:

1. Opening Ceremony:

10:00 AM: Kick off the event with a patriotic ceremony, featuring the National Anthem, a flag-raising by a local veterans' group, and remarks by city leaders.

2. BBQ Competition:

BBQ cook-off featuring local pitmasters and restaurants.

Categories include Ribs, Pulled Pork, Brisket, and a "People's Choice" award.

3. Community Booths:

Partner with schools and community groups to host food and game booths.

Examples: Hot dog stands, baked goods, carnival games like ring toss, and water balloon fights.

4. Live Music and Performances:

Acoustic performances throughout the day.

Headlining evening concert with a local or regional band, leveraging the amphitheater's upgraded sound system.

5. Interactive Activities:

Yard games, sack races, and a dunk tank featuring local leaders.

Kids Zone with bounce houses, face painting, and patriotic crafts.

6. Fireworks Display:

End the night with a professional fireworks show (pending city approval).

Schedule:

10:00 AM - 10:00 PM

Morning opening ceremony, followed by BBQ tasting, community activities, and live music, with fireworks as the grand finale (pending funding and city approval).

Projected Budget:

Planning, Coordination, and Management: \$3,500

Marketing and Advertising: \$2,000

Entertainment and Activities: \$3,500

Miscellaneous/Contingency: \$1,000

Event 2: Día de los Muertos Festival

Event Theme: “Grandview Día de los Muertos Celebration”

Proposed Activities:

1. Opening Ceremony:

10:00 AM: Begin with an opening blessing or speech by a community cultural leader, followed by traditional Mexican music and a ribbon-cutting to welcome attendees.

2. Cultural Celebrations:

Create a community altar for Día de los Muertos, inviting attendees to contribute photos or mementos of loved ones.

Include folklórico dance performances and mariachi bands to highlight Mexican culture.

3. Community Booths:

Partner with schools and community organizations to host food and activity booths.

Examples: Tamales, pan de muerto, tacos, sugar skull decorating, and crafts for kids.

4. Live Music and Performances:

Feature a lineup of local and regional Mexican music acts, such as mariachi, Norteño, or Banda groups.

5. Vendors and Market:

Highlight artisans and vendors selling traditional Mexican crafts, jewelry, clothing, and decor.

6. Cultural Workshops:

Host workshops on creating papel picado, decorating sugar skulls, and understanding the history of Día de los Muertos.

7. Evening Procession:

End the day with a candlelight procession accompanied by music, celebrating the memories of loved ones.

Schedule:

10:00 AM - 9:00 PM

Morning opening ceremony, followed by cultural activities, live music, and evening procession to close the event.

Projected Budget:

Planning, Coordination, and Management: \$3,500

Marketing and Advertising: \$2,000

Entertainment and Activities: \$3,500

Miscellaneous/Contingency: \$1,000

Deliverables

1. Comprehensive event plans, timelines, and layouts for booths and activities.
2. Marketing strategy leveraging social media, local ads, and partnerships with schools and community organizations.
3. Coordination with local groups and cultural organizations to ensure authentic representation and participation.

4. On-site management for setup, execution, and tear-down.

5. Post-event report with attendance metrics and recommendations.

Additional Information

Timeline: Planning begins within 2 weeks of contract award.

Insurance: Will be fully insured for public event coordination.

Collaboration: Regular planning sessions with city representatives, schools, and community groups to ensure alignment with goals.

Finn Styles Company is excited to partner with the City of Grandview to deliver these vibrant, community-driven events that celebrate culture, connection, and the unique character of Grandview at the Childress Amphitheater.

Sincerely,
Cody Goeppner
Finn Styles Company
cody@finnstylesco.com
812-639-8263

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE

Resolution authorizing the Mayor to sign the Audiovisual Solution Proposal with Avidex Industries, LLC for the Stage Pavilion Audio System at the Childress Amphitheater

AGENDA NO.: New Business 4 (I)

AGENDA DATE: December 10, 2024

DEPARTMENT

Administration (ARPA)

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Shane Fisher, City Administrator

CITY ADMINISTRATOR

MAYOR



ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

The ARPA Committee appropriated \$182,064.93 to add audio integration to the pavilion and stage areas at the Childress Amphitheater to promote community events at Country Park.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the city budget, personnel resources, and/or residents.

Attached is the Audiovisual Solution Proposal from Avidex Industries, LLC., for installation of the stage pavilion audio system at the Childress Amphitheater in the amount of \$182,064.93. The total cost of the services will be paid through the ARPA Fund.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Audiovisual Solution Proposal with Avidex Industries, LLC for the Stage Pavilion Audio System at the Childress Amphitheater to tonight's regular City Council meeting for consideration.

RESOLUTION NO. 2024-____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE AUDIOVISUAL SOLUTION PROPOSAL
WITH AVIDEX INDUSTRIES, LLC FOR THE STAGE PAVILION AUDIO SYSTEM AT
THE CHILDRESS AMPHITHEATER**

WHEREAS, the City wishes to engage the services of Avidex Industries, LLC for the installation of the Stage Pavilion Audio System at the Childress Amphitheater; and,

WHEREAS, Avidex Industries, LLC, has submitted an Audiovisual Solutions Proposal for the City of Grandview,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign the Audiovisual Solution Proposal with Avidex Industries, LLC for the Stage Pavilion Audi System at the Childress Amphitheater in the total amount of \$182,064.93, in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 10, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City Of Grandview
Stage Pavilion Audio System

AUDIOVISUAL SOLUTION PROPOSAL
Washington DES Master Contract No. 03418

Avidex Project # 100240364

Version 1



Submitted by
Grant Howard



2018 East Riverside Ave, Ste 1, Spokane, WA 99202 | 509.455.6873

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For the purposes of this proposal, Avidex Industries, LLC will be referred to as “Avidex” and City Of Grandview shall be referred to as “Client.”

INTRODUCTION

Avidex is passionate about delivering collaborative audiovisual solutions that improve the way we work, learn, and live. Avidex delivers innovative audiovisual and unified communication solutions that enable organizations to collaborate, create, and share ideas with technology solutions that are user-friendly, scalable, and serviceable. As a global AV integrator, Avidex creates unparalleled client experiences from strategic planning and system design through deployment, training, and managed services/support. Avidex is a PSNI Global Alliance affiliate, one of the top 10 largest AV integrators in the U.S., and is a subsidiary of ITOCHU International, Inc., a Fortune Global 500 corporation.

JOBSITE ADDRESS

Services will be delivered at 812 Wallace Way, Grandview, WA 98930

- Yakima Valley Fair & Rodeo
 - Stage
 - Pavilion

SCOPE

Overview

City of Grandview would like to add audio integration to the Pavilion and Stage areas of the outdoor community space. Avidex proposes a full range audio system suitable for concert level audio reinforcement at the Stage area as well as a smaller distributed system for background music and announcements for the Pavilion.

Main Stage

- Sound System Components
 - Sound System is comprised of Qty. (2) Column Array Speakers with Low frequency extension cabinets and Qty. (1) Dual-18” Subwoofer. Units will mount directly to the roof support poles and large front beam.
 - Features wide coverage and smooth volume transitions to rear of coverage space as detailed in the images attached.
- Systems Operation
 - An input plate at the rear wall of the stage will be the primary interface plate for input connections.

- Qty. (6) XLR-F mic/line inputs will facilitate small act compatibility, basic mixing functions will be available for these inputs in an easy-to-use interface.
- Qty. (3) XLR-M will facilitate external mixer integration. An act may bring their own audio mixer to accommodate larger acts. Note that all supporting equipment is intended to be provided by said act; on-stage monitoring, microphones, stands, etc.
- Qty. (1) 10-inch touchscreen, all-weather display will be the method and location of system control. The touchscreen will allow power on, power off, basic mixing capabilities for the six inputs, Bluetooth connection, and system mode selections.
- Simple Operation
 - An in-wall microphone will be available for announcements when no other equipment is necessary.
 - Bluetooth will be available for simple music playback on the system.

Pavilion

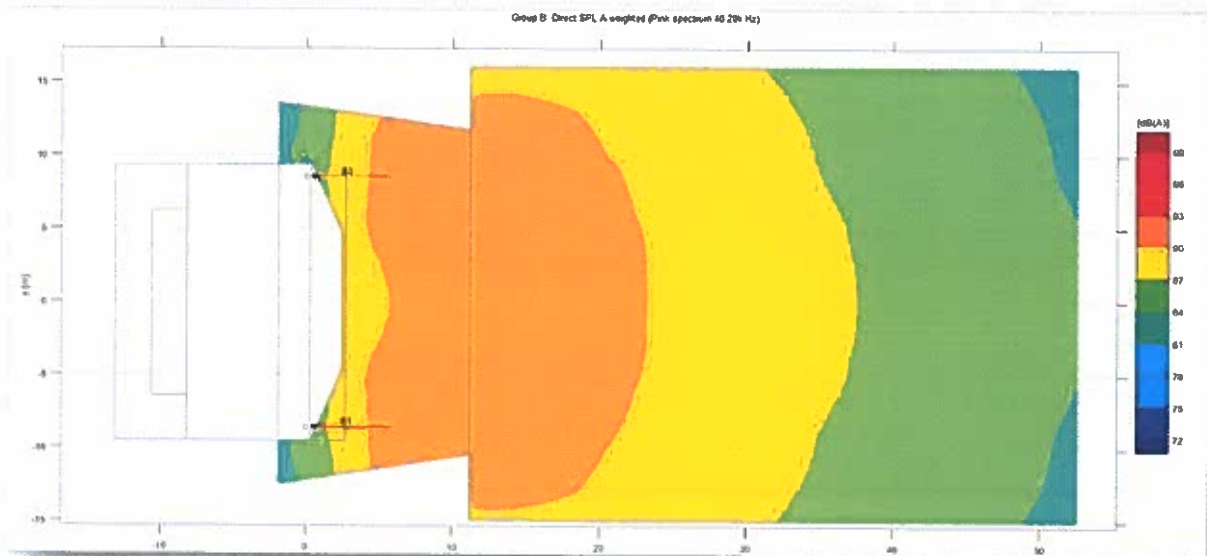
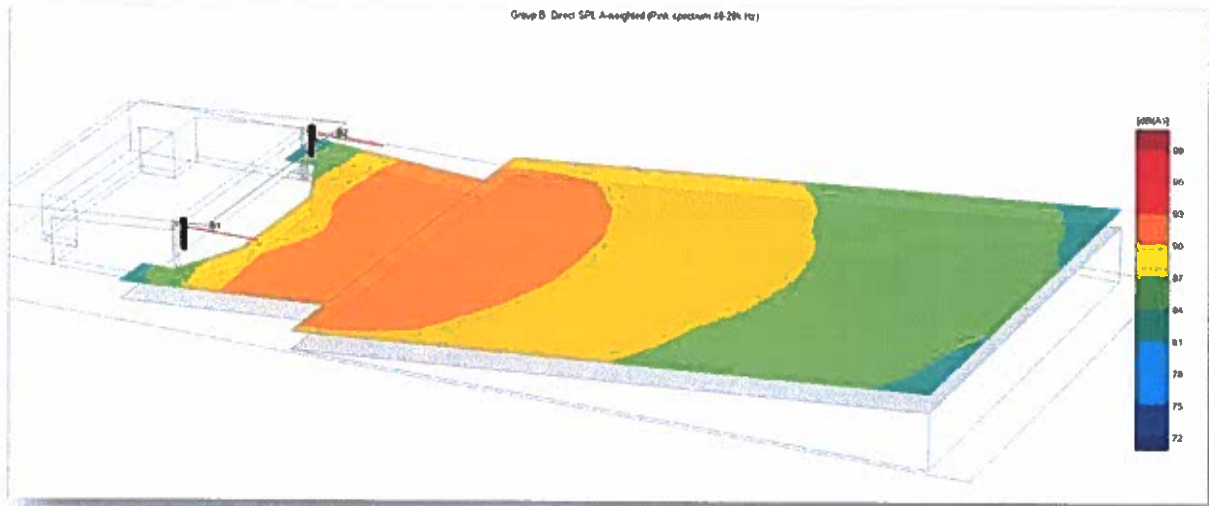
- Sound System Components
 - Qty. (6) 70V speakers will be mounted to the pavilion area, Qty. (3) to the ceiling, and Qty. (3) to the east roof poles to cover the east lawn.
 - Qty. (1) 10-inch touchscreen for simple systems control.
- Systems Operation
 - Touchscreen controller will control on/ off states, provide simple volume control for in-wall mounted microphone, and Bluetooth connection for background music.

Stage and Pavilion

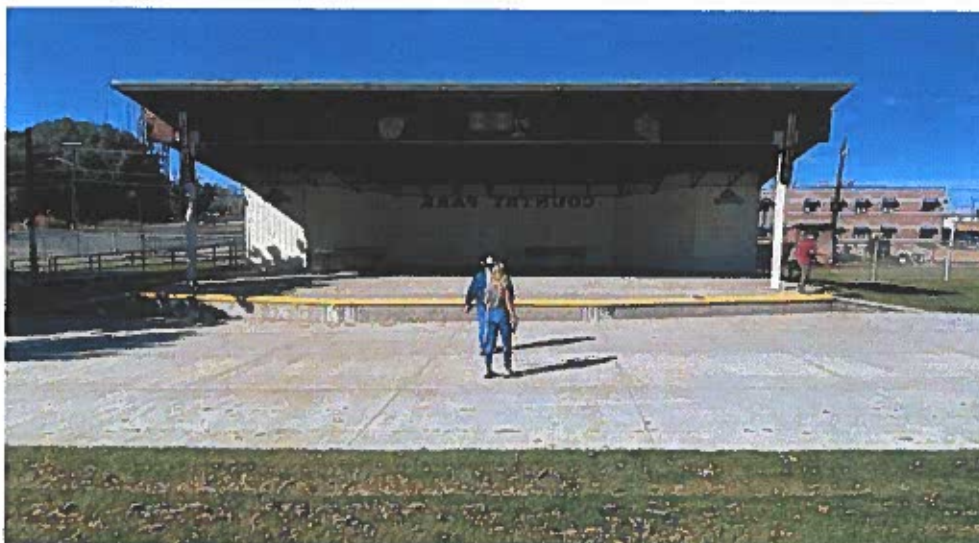
- DSP
 - Systems will run off a single DSP (Digital Signal Processor) and controller located at the Stage.
 - Systems will be linked via a wireless point-to-point bridge for shared data, control, and audio sources.
 - Avidex will work with City of Grandview personnel to develop an access system for the members of the public who will be utilizing these systems.
- Infrastructure
 - Qty. (2) climate-controlled equipment racks will be located at each system area within the restricted access portion of the buildings. These racks will house AV equipment and be accessible to city personnel.
 - Power for AV racks will be the responsibility of Owner/ Others.

ACOUSTIC CALCULATIONS

Main Stage Audio Calculations



GRAPHIC EXAMPLE



SCHEDULE

Avidex will develop a work schedule with Client that meets the implementation requirements of the project based upon equipment, resource, and room availability.

Actual delivery and installation schedules will be finalized and subsequently confirmed after receipt of a purchase order and mobilization payment (if required).

Equipment delivery is subject to change by manufacturers' supply and freight carriers. Avidex will provide schedule updates to Client through completion.

PRICING

EQUIPMENT AND MATERIALS	\$65,080.63
MANUFACTURER EQUIPMENT AND SOFTWARE MAINTENANCE	\$513.00
TECHNICAL SERVICES - includes audiovisual engineering, offsite and on-site installation and wiring, coordination and supervision, testing, checkout, owner training and New System Warranty. Warranty in accordance with DES contract #03418 published rates. This proposal includes non-union labor for all activities.	\$94,537.41
GENERAL & ADMINISTRATIVE	\$1,602.00
360° SERVICE PLAN - 1 Year Essential Plan	\$5,760.00
PROJECT SUBTOTAL	\$167,493.04
SHIPPING ESTIMATE - Applicable shipping charges will be added to invoices	\$0.00
SALES TAX ESTIMATE Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	\$14,571.89
ESTIMATED PROJECT TOTAL	\$182,064.93
PAYMENT & PERFORMANCE BOND - Not included in above totals	\$0.00
EXTENDED PROJECT TOTAL WITH BOND	\$182,064.93

WASHINGTON STATE DES CONTRACT OPTION

State of Washington Department of Enterprise Services Master Contract No. 03418

<https://apps.des.wa.gov/contracting/03418%20Master%20Contract%20Avidex.pdf?cb=12112019.1576111682634>

Avidex is proud to be a Washington State Department of Enterprise Services (DES), awarded vendor. The Audio-Visual (AV) Solution Master Contract (Contract #03418) includes general AV equipment and control panels, AV room design/consultation, installation services, ongoing support, AV management services, governmental function related audio recording, induction loop hearing systems, and other AV related accessibility solutions.

Statewide master contracts for goods and services are designed to make it easier for state agencies, local and tribal governments, public school districts and colleges, and nonprofit organizations throughout Washington to focus on their missions. Our statewide contracts have met state requirements for competitive bidding and other procurement laws, reducing risk and streamlining the purchasing process for our agency customers. Let us bring our public sector expertise to your next audiovisual project.

Benefits to You

- Master contracts leverage the state's collective buying power for competitive and pre-negotiated pricing
- Built-in compliance to master contract procurement requirements
- Streamlined procurement process, reducing the need to solicit competitive bids for AV projects
- Reduce risk by working with vetted, trusted, and awarded contractor partners
- Avidex solutions are backed by our standard Warranty and 360° Service™ Solutions to support diverse audiovisual solutions

TECHNICAL SERVICES

The integration process incorporates everything needed to provide a complete, turnkey audiovisual solution and includes equipment, materials, labor, and the services required to complete the system integration as proposed within this document.

Avidex follows industry-certified and documented processes to ensure that each system is installed as intended.

The following describes the scope of work and project deliverables for Technical Services.

PROJECT MANAGEMENT

- Responsible for Client communication throughout the project duration
- Coordinate all activities with designated Client representative(s)
- Avidex will participate in meetings as required to complete the project and coordinate with other trades. Attendance at weekly coordination meetings are not included in this agreement
- Monitor project implementation through completion
- Provide scheduling for and oversight of Avidex personnel
- Coordinate equipment ordering, staging and pre-installation fabrication of equipment for the project
- Coordinate any site conditions that may necessitate audiovisual system changes
- Coordinate with any general contractor and/or any specialty contractors related to the audiovisual system integration
- Coordinate audiovisual system connections and interfaces as they relate to any data network, lighting, electrical, or mechanical systems
- Verify project completion
 - Confirm completion of system testing
 - Ensure completion of any punch list items

ENGINEERING

- Prepare all system documentation necessary for the installation of the project.
 - System functional diagrams
 - Facilities drawings (equipment locations)
 - Control system program requirements
- Detail Client's network requirements for system to operate as described and designed
- Test and debug system
- Oversee final systems testing and commissioning
- Adjust and balance system settings
- Mark and record final system settings
- Ensure the finished system meets the design criteria and functions per the developed content

CONTROL SYSTEM PROGRAMMING

- Create AV control system code
- Design and create user interface (UI)
- The user interface will be built upon a standard UI style and standard buttons with minor adjustments of wording, logos, and background color. Two planning meetings for UI review are included: one for preliminary layout selection, review of recommended UI language, logos, branding guidelines and the second for final text review and edit
- Test and debug control system

INTEGRATION LABOR

- Pull, terminate, and label all low voltage cables
- Install structural mounting systems for all audio-visual equipment
- Mount and terminate all AV connection plates
- Install all AV equipment
- Site clean-up and trash disposal
- Assure that all installed systems are operating as proposed
- Assist engineering with systems testing and debugging
- Provide or assist in providing end-user training

TRAINING & DOCUMENTATION

Training will be provided to operational and maintenance personnel at the end of the project. This training will provide Client with an understanding of daily system use. The provided training will consist of instruction and hands-on experience with the system.

Documentation will include record drawings and manufacturer's equipment manuals. These will be assembled and delivered as an electronic copy. The documentation will include any and all information provided to Avidex that comes standard with the equipment from the original manufacturer.

Maintenance manuals for most electronic components are only available to manufacturer-certified and trained personnel. Maintenance manuals are not included in final documentation.

PROVISIONS

- Rooms are to be made available for exclusive use on the day(s) of the scheduled installation. Unless specifically arranged in advance, the room(s) will be available during Normal Business Hours in eight (8) contiguous hour segments. "Normal Business Hours" are defined as Monday through Friday, 8:00am to 5:00pm local time.
- Client will provide all electrical outlets floor boxes, conduits, and core drills in the area(s) where audiovisual equipment is to be installed as coordinated with Avidex prior to Avidex beginning on-site work.
- Jobsite building structures including ceilings, walls, and floors used to support audiovisual equipment are assumed to be vibration free.
- Client will provide adequate parking for vehicle(s) in a location conducive to vehicle access for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Client will validate the parking tickets for the vehicle(s). Parking fees will be added to invoices.
- If installation occurs in any room in which suspended ceiling tiles are installed, Client will provide a reasonable number of spare tiles of the same pattern and batch number as those of the tiles already installed in the room.
- Client accepts responsibility for all merchandise sold and provided for this installation, delivered to the job site. Client will provide secure storage for such merchandise. If Client cannot provide a secure storage space, Avidex will work with Client to identify and mutually agree upon a suitable solution. Avidex will not be responsible for any loss or damage, except loss or damage caused by an Avidex employee during the act of installation, which occurs after delivery and acceptance by Client.
- Existing hardware, wiring, programming, or configuration files are anticipated to be in good working order. Client shall provide programming and configuration files in editable formats. If, during the installation process, existing hardware, wiring, programming or configuration are found to be defective, the completion date of the project may be affected, and a change order may be required to overcome the obstacle(s) created by such defects.
- Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation. If Avidex is to be held responsible for the integrity of such pre- or post-tensioned ceilings or floors, Avidex shall obtain, at Client's expense, one or more x-rays of the area(s) in which mounting hardware is to be attached to the structure of the building. Any expense incurred for x-rays shall be passed on to the Client, in the form of a change order or a line item on the purchase contract.
- Any standard merchandise that has been ordered for the job, is not used as a result of any customer changes to the design, or is refused by Client at the time of delivery will be subject to a minimum of 30% of the sales price restocking fees, plus any incurred freight charges. Any custom merchandise will be subject to 100% of the sales price restocking fee, plus any incurred freight.
- The agreed completion date may be moved, and a change order with incurred costs may be provided if Avidex is delayed for any of the following reasons, including but not limited to, equipment/material changes initiated by Client beyond the original approved design, labor disputes, delivery or construction delays, unavoidable casualties, or causes beyond Avidex's control.

- Avidex's proposals for installation costs are based upon 8-hour days and 40-hour work weeks, Monday through Friday, in site work hours, typically between the hours of 8:00AM and 5:00PM local time. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed in writing.
- Avidex shall make all reasonable efforts to inspect and review the existing project site physical and audiovisual infrastructure conditions. Existing site conditions needing to remain intact, along with the Client or End-User direction for the audiovisual design may result in other required audiovisual infrastructure requirements (raceways, conduit, AC power, structural backing-blocking, structural engineer stamped drawings, etc.) and/or changes to the audiovisual equipment and integration labor, leading to pricing adjustments.
- Freight fees are estimated for ground freight service. Expedited freight, as required by the Client, will be prepaid and added to invoices.
- The pricing information provided in this proposal is solely for the benefit of the Client listed on the title page. Award of work to Avidex by a 3rd party will require a review of credit and contract terms, and approval and pricing confirmation for the new contract terms by Avidex.
- The Client will furnish Avidex such financial information as Avidex may reasonably request to establish credit terms for the project. Such financial information shall remain proprietary and confidential to the Client. Avidex agrees not to disclose this information to any other party or use the information other than for the credit check. Avidex may, at its sole discretion, cancel this agreement at any time if the Client fails to meet credit requirements established by Avidex.
- The Americans with Disabilities Act (ADA) and California Building Code require the provision of Assistive Listening Systems in assembly areas, conference rooms, and meeting rooms. Hardware and services may be required for ADA-compliance. Client or its contractor should review project requirements for ALS with Avidex for each project to determine if portable or fixed systems are required. ALS hardware, if provided, will be identified in the Equipment List appendix.
- Where applicable, Avidex Industries LLC provides the Client non-exclusive, royalty-free, non-transferable use of the 'software' included within the systems provided (if an integral component of the audiovisual system). Some software provided is Proprietary and deemed Confidential information of Avidex Industries LLC and may not be altered, reused, reverse-engineered or disseminated under any conditions. Tampering or misuse of any software resulting in audiovisual systems malfunction shall be the responsibility of the Client or End-User to remedy.
- Changes in project scope and timeline may require additional hardware, equipment and labor that is necessary to complete the project. These additions will be considered change orders. Avidex will notify the Client in writing if Avidex determines that an increase or decrease in the project fees or change in timeline will be required. Change orders will include a change request number, reason for the change request, narrative description of the modified scope of work, schedule, and cost impact. The Client will provide written approval to proceed with the change and any needed updated purchase order or signed agreement as a record for both organizations. Should the Client cancel the project in whole or in part prior to completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close.

WORK & PRODUCTS PROVIDED BY OTHERS (EXCLUSIONS)

- All required architectural floor, reflected ceiling, building elevation, and section plans in an agreed upon AutoCAD format at no charge to Avidex.
- Any and all related electrical work, including but not limited to 110VAC, conduit, raceway, and boxes. This includes all conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- All network connectivity, routing, switching and port configuration necessary to support audiovisual equipment, unless specifically addressed elsewhere in this document.
- Voice and data infrastructure and systems.
- Necessary sheet rock replacement and or repair.
- Necessary ceiling tile or T-bar modifications, replacement, and/or repair.
- All millwork, moldings, trim, etc., or modifications to project millwork necessary to accommodate the installation of the audiovisual equipment unless otherwise noted in this proposal.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Backing required to support wall-mounted equipment including displays, loudspeakers, cameras, etc.
- Painting, patching, or finishing of architectural surfaces.
- Core drilling and/or concrete saw cutting.
- HVAC, plumbing, sprinkler head, and lighting fixture relocation.
- Ceiling, roof, firewall, and/or floor penetration(s).
- Removal or patching, of fire stopping.
- Structural welding, cutting, or reinforcement of structural steel members required for support of assemblies.
- Work in asbestos-treated areas and asbestos abatement. If asbestos is discovered during our work, Avidex will notify Client and will stop work until asbestos abatement work is completed by Client or its contractor.
- Any subscription services, cabling, and equipment.
- Provision and configuration of Client-furnished computers and software.
- Acquisition of permits.
- All Union Labor unless specifically addressed separately in proposal pricing.

NEW SYSTEM WARRANTY

Avidex warrants the integrated system(s) furnished are free of defects in workmanship and materials for a period of one year from the date of acceptance or date of first beneficial use, whichever occurs first. Remedy for such defects during the warranty period shall be provided at no additional expense to the client and shall be handled as expeditiously as is feasible during normal business hours and days of operation.

Under this warranty, Avidex will troubleshoot, uninstall, and reinstall any equipment that is part of the Avidex audiovisual system. The cost to service and/or repair Client Furnished Equipment or equipment out of the manufacturer's warranty is not included. Avidex will broker and process the repair of that equipment at the standard Avidex rate.

Avidex reserves the right to charge for a service visit at standard Avidex service time and material rates (minimum of 2 hours onsite plus travel) if a service call results in a No Fault Found (NFF) or No Trouble Found (NTF) during a dispatched site visit.

Avidex Services Provided Under the New System Warranty

- Avidex will respond to requests for assistance due to client-reported issues and, if warranted, dispatch a technician during normal business hours (8:00AM to 5:00PM Pacific Time, Monday – Friday, excluding Avidex holidays) to troubleshoot the AV system problem based on our available resources
- Avidex will use cloud-based monitoring to assist with and facilitate incident resolution, where applicable.
- Avidex will identify and uninstall the defective equipment and return such equipment to the manufacturer or authorized repair center for warranty processing.
- Avidex will reinstall the repaired or replaced equipment and test the system.
- Avidex will pay the shipping costs associated with the repair of the equipment, except for Client Furnished Equipment and/or equipment out of manufacturer warranty.

Avidex Services Not Provided Under the New System Warranty

- Extend or provide additional repair services for manufacturer warranty coverage.
- Repair of Client Furnished Equipment.
- After hours 24x7 Helpdesk support.
- Guaranteed on-site response time.
- Remote system reporting, or the sharing of system performance data.
- Before- or after-hours on-site response.
- Proactive support or preventive maintenance.
- Training.
- Spare or loaner equipment during equipment repair period.
- Warranty coverage for client acts of negligence or misuse.

360° SERVICE™ MANAGED SERVICES & SUPPORT



Avidex recommends the Essential 360° Service for this project. Avidex 360° Service enhances the new systems warranty coverage with proactive support services for worry-free operation. See Appendix A for further details on the proposed 360° Service Plan.

360° Coverage	Essential	Advanced	Elite
Call Center Availability	8x5*	24x7	24x7
Technical Support Availability	8x5*	8x5*	24x7
Call Response Time SLA	4 hours*	2 hours*	1 hour*
On-Site Response Time SLA	3 business days	2 business days	1 business day
Repair or Replacement of Defective Hardware within Manufacturer Warranty	•	•	•
Repair or Replacement of Defective Hardware out of Manufacturer Warranty**		•	•
Annual Preventative Maintenance & Report (to be scheduled by Client)		One	One
On-Site Service Assurance Technician	Optional	Optional	Optional
Expedited advance replacement of critical devices (subject to product availability and additional fees).			•
<i>The below items require internet access for the AV system reporting agent software. This requires the implementation of hardware and software applications. The proposed scope of work should confirm if these features have been included and are therefore supported.</i>			
Remote Monitoring with Fault Detection	•	•	•
Remote Monitoring with Fault Detection, Reporting, & Troubleshooting		•	•
AV Solution Analytics & Reporting		•	•
Management of Device Configurations & Changes			•

* Standard Business Hours in Local Time

** Excluding end of life (EOL) products as determined by the manufacturer. Other product exclusions may apply as determined by Avidex and specified in writing as Appendix B to the 360° Service Plan agreement.

Initial Term, Multiyear Pricing, and Automatic Renewal

The initial term of the specified 360° Service Plan Agreement is identified in the pricing section. For multiyear service agreements, Avidex reserves the right to increase the service price annually, not to exceed 4%.

Unless written termination is requested by either party thirty (30) days in advance of the anniversary expiration date of the current 360° Service Plan term, the Agreement between the parties shall automatically renew for successive one (1) year periods. Written termination requests by the client should be sent to: Attn. Contract Admin 8509 154th Ave NE, Ste 100 Redmond, WA 98052

At any time within the current term or renewal period, should adjustments in service level responsibilities and price be deemed necessary, proposal and agreement revisions shall be exchanged between the parties, be mutually agreed upon in writing, and once executed, become part of the current Agreement or understanding between the parties.

PAYMENT TERMS

This proposal is valid for 20 days from the date appearing on the cover page.

- Monthly progress invoices will be issued with net 30-day terms.
- The 360° Service Plan will be invoiced annually, in advance or at the date of commencement.
- Freight and sales tax will be added to invoices based on current tax rates as required by state law on the invoice date.
- Avidex reserves the right to charge for stored materials and/or equipment.
- Avidex reserves the right to charge a 1.5% fee for late payment of invoices.

AUTHORIZATION TO PROCEED – INTEGRATION SERVICES

Avidex will proceed with the proposed work following receipt of Client’s purchase order referring to this proposal, a co-signed contract referring to this proposal, or the signed proposal.

I, the client, elect to decline Remote Monitoring. By checking this box, I understand that Avidex will not have the ability to remotely or actively monitor my audiovisual system.

I, the client, elect to decline the 360° Service Plan offering. By checking this box, I understand that I am declining the proposed service and support coverage for my audiovisual system.

Submitted by: Avidex Industries, LLC

		11/27/2024
Name	Signature	Date

Client Approval:

Client Name/Title	Signature	Date

Internal Avidex Approval:

Name	Signature	Date

Each party agrees that any electronic signatures above, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of an executed signature page to this Agreement by e-mail attachment, other means of electronic transmission with authorization to attach it to this Agreement, or any other means of electronic transmission used to obtain an electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy.

Attachments:

Integrated Systems Terms & Conditions

Appendix A – Support Agreement

INTEGRATED SYSTEMS TERMS & CONDITIONS

1. AGREEMENT SUM AND TAXES AND CREDIT APPROVAL

The client shall pay Avidex in current US dollars for performance of the work within this agreement, and for any additions or deductions that are mutually agreed upon by written change of order. Avidex will invoice the Client for all imposed and applicable sales, excise and/or use taxes associated with the sale of goods and/or services. All proposals and quotations are subject to final credit approval and documentation acceptable to Avidex.

2. PAYMENT TERMS

Avidex will submit invoices for work performed based upon the payment terms mutually agree upon presented on the signature page. Unless otherwise provided, Avidex will invoice for materials and equipment not yet incorporated into the project work but delivered and suitably stored on or off the project worksite, upon which Avidex assigns, transfers title to, and conveys said materials and equipment to the Client. Stored material invoices shall include applicable insurance fees, storage fees, and costs incurred transporting the materials to an off-site storage facility.

3. TITLE AND RISK OF LOSS

Title and risk of loss or damage to any products will pass to the client upon Avidex's delivery of the products to the client. Client must make all claims for damage to or loss of products directly with their insurer or with the equipment carrier, if applicable. Client should be aware of carrier policies and file all claims in a timely manner.

4. CLIENT

Except for permits and fees that are the responsibility of Avidex, under the Request for Proposal, the client shall secure and pay for necessary approvals, assessments, and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

5. RESPONSIBILITY AND INDEMNIFICATION

Avidex shall be responsible to the client for the acts and omissions of Avidex's employees and subcontractors, if any, performing portions of the work under this agreement. Avidex employees understand that they have no right to enter into agreements with or make representation on behalf of the client. Avidex shall review, approve, and submit to the project manager shop drawings, product data, samples, and similar submittals as required, for written approval prior to the commencement of the work. The work shall be in accordance with approved submittals. To the fullest extent permitted by law, Avidex shall indemnify and hold harmless the client, its project manager, its employees, officers, agents and directors from and against claims, damages, losses and expenses, including but not limited to, attorney's fees arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to failure to deliver clear title to the client, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including loss of use resulting there from, but only to the extent caused in whole or in part by negligent or intentional acts or omissions of Avidex or anyone directly or indirectly employed by Avidex or anyone for whose acts Avidex may be liable, regardless of whether or not such claims, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person. In claims against any person or entity indemnified under this paragraph by an employee of Avidex, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Avidex or under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6. INSURANCE

Avidex shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from Avidex operations under the agreement. Certificates of such insurance shall be filed with the client prior to the commencement of the work. Client shall be responsible for purchasing and maintaining its usual property and liability insurance.

7. TIME

Should Avidex be delayed at any time in the progress of the work, by material changes ordered in the work, by labor disputes, fire, unusual delay in deliveries, construction delays, unavoidable casualties or causes beyond Avidex's control, the agreed upon time for completion shall be extended by Change Order for such reasonable time as the Client's project manager may determine. Such Changes Orders may include charges to cover additional costs incurred by Avidex due to the delay. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed upon in writing. Project timeline and completion schedules will not begin until deposit or initial payment is received by Avidex.

8. AFTER HOURS INSTALLATION / EARLY USE

With prior Client approval and security clearance, installation activity and access to the project site may take place outside of normal business hours and days. There should be no use of the system by the client for its intended purpose until such time as formal approval and acceptance has taken place. Avidex may waive this requirement only with a written authorization. Any operations or changes by the client or contractors other than Avidex, which result in damage or impairment of the system and may require a change order and additional charges to the client. The attached proposal and/or quote was based upon site surveys and verbal information from the client. While every effort has been made to determine installation conditions, on occasion unforeseen problems may arise that will require a change order to cover additional costs by Avidex.

9. INTERNET ACCESS

Avidex requires secure internet access to installed AV systems for the express purpose of remote monitoring and management of the AV hardware. Such access will provide the capability of restorative actions to remedy disruptive incidents, and assure systems are in an operational state.

10. PRODUCT SUBSTITUTION

Avidex may, at its sole discretion, substitute products included in the system design with those providing similar product form, fit and function as the original products. Product substitutions may occur due to changes to product availability, extensions or delays to estimated or committed delivery, product price increases, regulatory restrictions, or any other factors as determined by Avidex. Any substituted product designs will achieve the functional and end user experience requirements of the system design.

11. CHANGES/CANCELLATION

Any changes or modifications to the agreed upon scope of work defined in this proposal must be mutually agreed upon in writing. All changes shall be submitted and approved in writing and documented in a change order. Should the Client in whole cancel a project or in part, prior to final completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close. These costs include but are not limited to: the design and engineering services; project management; the installation and programming technical labor; the subcontracting costs; the materials and equipment costs incurred to date; and other miscellaneous documented costs. Materials and equipment are also subject to restocking charge policy.

12. WAIVER

Either party's waiver of the other's default in its obligations under any terms or conditions of this agreement will not in any way limit or affect that party's right to enforce and compel strict compliance with that term or condition at any other time or with any other term or condition.

13. ENTIRE AGREEMENT

This agreement and appendices to this agreement, including the RFP as reference herein, supersede, terminate and otherwise void any and all prior written and/or oral agreement between the parties with respect to products. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. Any additional terms or notes appearing on schedules, proposal summaries and/or Change Order are by this reference incorporated in this agreement.

14. LIMITATION OF LIABILITY

Without limitation of any other provision in this agreement limiting or excluding liability of Avidex the exclusive damages recoverable by the purchaser for any claim of any kind whatsoever arising from or in any way connected to any breach of this agreement, or the purchaser's purchase shall not be greater than the actual purchase price paid by the purchaser with respect to which such claim is made, and in no event shall Avidex be liable for any special, indirect, incidental or consequential damages of any kind, including without limitation any damages with respect to loss of income, compensation or prospective profits, any expenditures, investments or commitments of the purchaser, any loss with respect to the establishment, development or maintenance of business reputation or goodwill, or any loss incurred in obtaining substitute products, or arising from the claims of third parties.

15. GENERAL

During the performance of this Agreement, the contractor/vendor shall comply with all applicable federal, state and local laws of any nature whatsoever in connection with the goods and services provided including, but not limited to, applicable provisions of E.O. 11246, Rehabilitation Act of 1973, Vietnam Era Veterans' Readjustment Assistance Act of 1974, E.O. 13496 and respective regulations including 29 C.F.R. 471 Appendix A to Subpart A, and the EEO Clauses set forth in 41 C.F.R. 60-1.4, 41 C.F.R. 60-300.5 and 41 n. cont. C.F.R. 60-741.5 **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

APPENDIX A: 360° SERVICE™ PLAN

ESSENTIAL (INCLUDED AND PRICED)

Under Essential coverage, Avidex warrants the furnished integrated system(s) are free of defects for the priced term period from the date of acceptance or date of first beneficial use, whichever occurs first. This coverage includes the remote monitoring, troubleshooting, removal, and reinstallation of the equipment integrated by Avidex. Remedy for such defects during the coverage period shall be provided at no additional expense to the client. The following services are included under this coverage:

REACTIVE SUPPORT

Avidex 360° Service Helpdesk will:

- Provide a dedicated toll-free number (1-800-497-7104) to report and request technical support for the integrated equipment.
- Operate during standard Avidex business hours of Monday – Friday 8:00AM to 5:00PM Local Time except for Avidex holidays.
- Respond to the initial support request within four (4) business hours.
- Contact the client to resolve the issue remotely to ensure the quickest possible resolution
- Use the integrated remote monitoring equipment to assist with fault detection and sending alerts, dependent upon the specific scope of the proposed project.
- Use of the integrated remote management system to facilitate diagnostic and/or restorative actions to resolve the reported problem, where applicable.
- Administer the repair process for defective or broken equipment including processing of any manufacturer RMA.

On-Site Support will:

- Provide a qualified Field Support Technician during standard Avidex working hours within three business days of the support request.
- Troubleshoot the system and make the best effort to resolve the issue(s) while at the client site.
- Return defective equipment to an authorized repair center or directly to the manufacturer for warranty repair or exchange. All fees related to shipping are included.
- Install the repaired or replacement equipment and test to ensure the system is operable per the original system intent. Re-installation will be quoted for product(s) whose manufacturer's status is End of Life.

Lamp Replacement:

- Labor (only) is covered under this support agreement.

PROACTIVE SUPPORT

In those cases where system design allows, Avidex Assure remote management of AV systems is an integral part of this support agreement. Remote monitoring and management are features designed into AV solutions allowing the systems to report issues at any time. The systems provide real-time information about equipment status and health.

The goal of utilizing remote monitoring and management is to reduce the time to resolution for every reported AV system problem.

Remote Monitoring

Alerts are generated in real time. The system(s) provide regular updates for health and operational status, and notification alerts are directed to the cloud as they occur. These alerts are conveyed to

Avidex remote technical support staff. Based on the level of support agreement, Avidex will assess the alert and log into the system for added information about the reported issue. From that early assessment, the Avidex service team will then act on the issue according to our service process.

Remote Management

Avidex remote technical support staff will work with the system to resolve the reported problem. If the issue can be resolved by any of the available remote tools, the technician will do so, log the issue and the resolution. The incident is included in Avidex reporting to our client. Should the reported problem not be resolved using remote tools, the problem is logged, and a technician is scheduled and dispatched to resolve the issue on-site. The dispatched technician is pre-armed with the knowledge from the on-line support exchange with the system. This means that the dispatched technician is prepared to resolve the reported issue as quickly as possible.

SERVICES NOT PROVIDED UNDER THIS COVERAGE

- Repair to Client Furnished Equipment and/or components unless included in Appendix B.
- Before or after-hours on-site support.
- Repairs due to customer acts of negligence or misuse.
- Coverage for projection screen material, plasma glass assembly, lamps, bulbs, furniture, display panels, optical engines, batteries, and accessories. Such parts will be provided at a 10% discount off our list price.
- Image burn-in.