

PROFESSIONAL SERVICES AGREEMENT
[Audiovisual Equipment Installation]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this ____ day of _____, 2024 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and AVIDEX INDUSTRIES, L.L.C., a California limited liability company (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Lara Paglinawan, Technology and Support Services Manager (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed THIRTY-EIGHT THOUSAND SIX HUNDRED EIGHTY-ONE DOLLARS and 51/100 (\$38,681.51) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement.

It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. Assignment or Subcontracting. No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. Time of Completion. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Reserved.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms

of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. Reserved.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Reserved.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the “records”) pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor’s records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days’ notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a “public works,” as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor’s employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor’s employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the

Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Avidex Industries LLC
20382 Hermana Circle
Lake Forest, CA 92630

Attn.: Michael Stammire

Telephone: 949-428-6333
E-Mail: Michael.stammire@avidex.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591

Attn.: Lara Paglinawan

Telephone: 714-288-2572
E-Mail: lpaglinawan@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

AVIDEX INDUSTRIES, L.L.C., a California limited liability company

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mike Vigliotta, City Attorney

***NOTE:**
-- City requires the following signature(s) on behalf of the Contractor:
-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

√NA

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]



Quote	3/25/2024
Project Number: 200230781 42606-REV1	

El Modena Library Rev1

David Suter

Ship To:

El Modena Library
 380 S Hewes St
 Orange, CA 92869

City of Orange

Lara Paglinawan
 Technology & Support Services Mgr
 407 E Chapman Ave
 Orange, CA 92866
 Tel: 714-288-2572

City of Orange
 El Modena Library

Summary:
 Avidex will provide a complete audio visual solution for the library . Projector and 113" screen for displaying content from either wireless presentation gateway or HDMI input plate. QTY 16 total speakers throughout library for coverage. Wireless microphone for voice reinforcement (pendant and handheld mic). Control via MLC 200 button keypad. Additional amplifier for speaker coverage. Wireless presentation unit at projector location.

NEC 5,200 lumen WUXGA projector 10'2" to 16'6" for 113" diagonal screen

Scope of Work

Retain and reuse the following owner furnished equipment:

- Qty 1 Bluray player
- Qty 1 equipment rack

Provide and install the following equipment:

- Qty 1 laser video projector
- Qty 1 projector mounting plate
- Qty 1 universal projector mount
- Qty 1 motorized projection screen
- Qty 1 HDMI input wall plates, mounted on front wall
- Qty 1 MLC button control panel for projector, screen, audio volume control
- Qty 1 multichannel audio amplifier
- Qty 16 ceiling speakers
- Qty 1 rack mount power conditioner
- Qty 1 quad power outlet at projector location
- Qty 1 quad power outlet at equipment rack location

Assumptions/Exclusions:

- Power to be extended from closest available junction box
- Network by others
- Patch/paint and ceiling repair by others
- All cable pathways accessible, surface raceway at additional charge
- All surface raceway shall be white in color, unless otherwise noted
- All owner furnished equipment is in good working order and free of defect
- Configuration of owner furnished equipment by others
- Removal of obstacles by others (white boards, tack panels, posters, furniture, millwork, etc.)
- Projector within 50' of WallVault / Rack, HDMI input within 50' of Wall

Due to frequent and sudden changes in the material supply chain, including but not limited to costs of shipping, commodities, components, and finished goods, and ongoing disruptions to material availability and lead times due to manufacturing disruptions and delays, dates provided for delivery are subject to change. Please do not consider any ETA a commitment until tracking numbers are available . Scheduling of installation will occur when all materials have been obtained.

Mfr-Part No.	Qty	Description	Unit Price	Extended
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Projector / Screen				
NEC NP-PE506UL	1	5,200 Lumen Laser WUXGA	2,426.85	2,426.85
Chief-CMA110	1	CMA-110 FLAT CEILING PLATE	58.43	58.43
Chief-RPAUW	1	UNIVERSAL RPA WHITE	191.66	191.66
DALITE-34482LS	1	COSMO TNSD 113D DM	2,895.75	2,895.75
DALITE-77027	1	FLOATING MOUNTING BRKTS L G WH	93.00	93.00
Control & Switching				
Extron 42-311-001952	1	Digital WallVault System	4,910.98	4,910.98
Digital WallVault System 42-311-001952				
Qty Model Name Description				
1 WMK 160 WallVault Digital Wall Mount Kit				
1 PVS 407D IP-Enabled Digital PoleVault Switcher with Integrated Audio Amplifier				
1 PVT HDMI Digital Input, Dual HDMI - Decorator-Style Wallplate				
1 MLC Plus 200 MediaLink# Plus Controller				
1 SF 3C LP Full Range 3" Ceiling Speakers, 8 Ohm, Low Profile, Complete Pair				
1 PPS 35 Priority Sensor, PoleVault Digital Sys				
1 HDMIP/15 HDMI Plenum				
2 SPK 18 cable-35' Speaker Cable: Pre-cut Two Conductor 18 AWG - Plenum - 35' (10.6 m)				
1 STP20-2P/50 Power, control, audio cable - Plenum - 50' (15.2 m)				
1 MLC IR/RS-232 P/50 Projector Communication Cable # Plenum - 50' (15.2m)				
1 UTP24-4/50 CAT5 UTP Patch Cables; RJ-45 Male to Male - Plenum				
1 XTP PI 100 XTP Power Injector				
1 EWB 102 Two US gang external wall box: white				
1 XTP DTP 24P/50 50' (15.2 m) XTP DTP 24 plenum cable				
1 EWB 103 Three US gang external wall box: white				
Extron-60-1271-12	1	HDMI Twisted Pair Transmitter - 230 feet (70 m)	335.29	335.29
Extron-60-1271-13	1	HDMI Twisted Pair Receiver - 230 feet (70 m)	335.29	335.29
C2g CG43174 43174	1	100ft HDBaseT Certified Cat6a Cable CMP	220.28	220.28
Liberty-HDPM15F	2	15' High Speed HDMI Cable	41.46	82.92
Audio				
Extron 42-255-03	1	VLM 3002H Pendant and Handheld VoiceLift Pro	1,225.00	1,225.00
Extron-60-1310-03	7	SoundField XD 6.5 Two-Way Ceiling Speaker with 8 " Composite Back Can and 70/100 V Transformer, Pair	393.75	2,756.25
Extron-60-1760-02	1	Four Channel Amp, 100 watts at 70 volts	1,006.25	1,006.25
Other				
Extron-60-1877-01	1	Wired and Wireless Presentation Gateway	1,293.75	1,293.75
Liberty-HDPM06F	4	6' High Speed HDMI Cable w/Ethernet	18.75	75.00
Middle Atlantic-U1	1	1SP RACKSHELF 11DP	41.90	41.90
Extron-70-283-01	1	IR Emitter Kit: With Shield	32.50	32.50
WindyCityWire 16-02P-BLK	2	16-02 UNS STR CMP Blk Jkt	305.00	610.00
Avidex AVI4000	1	Misc Consumables	352.94	352.94
	2	Avidex AVI4000 Misc Electrical Materials	205.88	411.76
<i>Equipment</i>				19,355.80
<i>Professional Services</i>				16,630.21

Pricing Summary

This Quote is Valid for 90 Days.

Shipping & Handling: \$1,109.45
CA Local Tax \$1,586.05

Lump Sum Project Total: \$38,681.51

AVI PWC/DIR # 1000004292

DIR PROJECT ID # _____



Terms

Net 30

Design Criteria / Assumptions:

1. Conduits/Electrical Work:
 - * All conduit is usable and free of obstructions
 - * Conduit, backboxes and sleeves provided by others
 - * 110 VAC outlets and circuits not included
 - * Core drilling not included, unless otherwise noted
 - * Power Supplies, surge suppressors, UPS not included
 - * Site shall be accessible during scheduled work hours
2. Pricing:
 - * All Pricing is confidential
3. Quality Assurance:
 - * All cabling complies with EIA-TIA 568/569B Standards
 - * All work shall comply with applicable Building Codes
 - * Changes to contract must be approved in writing

System Maintenance Offerings:

Ask about AVI's other comprehensive **Preventative Maintenance and Support Services** programs intended to supplement manufacturer's limited equipment warranties, provide ongoing technical support, prioritized emergency site response repairs, and periodic system training sessions. All of these recurring preventative maintenance features will help protect your AV system and financial investment. Please take advantage of these programs and contact your Account Manager or AVI's Service Group for coverage options -

Basic Maintenance Package: Preventative Maintenance Visit, System Status Reports, Help Desk Support, Emergency Response Priority, User Refresh Training, Extended Equipment Warranty, Labor, Free Shipping and Supplies Discounts.

Payment Terms

This proposal is valid for 90 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 Process - Integration Services

Avidex will begin the implementation phase of this project upon receipt of the client purchase order or executed contract referring to this proposal and the mobilization fee. I have reviewed the available post-installation 360° Service Plan offerings with my account executive.

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

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.

AVIDEX INDUSTRIES, LLC
Confidential (FORM 16.2 Rev 200713-001)

ject Number: 200230781 42606-REV1
City of Orange
El Modena Library Rev1

