









# PROPOSAL

## Digital Signage Installation T&M

### City of Coachella

1515 6th St  
Coachella, CA 92236

Revision: 4  
Modified: 23/12/11



Presented By:

### AVIR, Inc.

41905 Boardwalk  
Suite X  
Palm Desert, CA 92211 US  
760 779 0881  
[www.avir.com](http://www.avir.com)

**AVIR**  
Lifestyle Technology Solutions

[www.avir.com](http://www.avir.com)



**AV System**

<b>1</b>	<b>Sony FW-50BZ30L</b> 50 4K HDR professional display with 24/7 operation, portrait/tilt, Pro-Mode, Airplay and Chromecast	<b>\$915.00</b>
<b>1</b>	<b>AVIR NEMA 4X 50-55" TV Enclosure</b> Indoor/Outdoor LCD Guardian TV Enclosure for 50"-55" Monitors, Stainless Steel	<b>\$3,399.00</b>
<b>1</b>	<b>BrightSign HD225</b> Standard I/O Player	<b>\$625.00</b>
<b>3</b>	<b>AVIR Electric Metal Tubing EMT Conduit</b> 1/2 in. x 10 ft. Electric Metallic Tube (EMT) Conduit	<b>\$60.00</b>
<b>100</b>	<b>ICE Cable Systems Cat 6 Shielded</b> 23awg, 4 Pr, Solid, 550mhz (w/spine), Shielded, HDBaseT Certified	<b>\$57.65</b>
<b>100</b>	<b>Southwire 28827428</b> 14/2 Solid Romex SIMpull CU NM-B W/G Wire	<b>\$82.86</b>
<b>1</b>	<b>WattBox WB-250-IPW-2</b> WiFi Power Controller w/ OvrC   Compact   2 Outlets	<b>\$260.43 *</b>

**AV System Total** **\$5,399.94**

**City Hall Building Total** **\$5,399.94**

\* Price Includes Accessories

## AV System

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<b>1</b>	<b>WattBox WB-250-IPW-2</b> WiFi Power Controller w/ OvrC   Compact   2 Outlets	\$260.43 *

## AV System Total

\$5,399.94

## Corporate Yard Total

\$5,399.94

\* Price Includes Accessories

## Digital Signage Installation T&amp;M

Project No : AVIR-6206

Rev. 4 23/12/11



AV System		
1	<b>Sony FW-50BZ30L</b> 50 4K HDR professional display with 24/7 operation, portrait/tilt, Pro-Mode, Airplay and Chromecast	\$915.00
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1	<b>WattBox WB-250-IPW-2</b> WiFi Power Controller w/ OvrC   Compact   2 Outlets	\$260.43 *
<b>AV System Total</b>		<b>\$5,399.94</b>
<b>Civic Center Total</b>		<b>\$5,399.94</b>
<b>Project Subtotal:</b>		<b>\$16,199.82</b>

\* Price Includes Accessories

# PROJECT SUMMARY

Equipment:	\$16,199.82
Misc. Parts Adjustment:	\$729.03
Sales Tax:	\$1,311.99
<b>Grand Total:</b>	<b>\$18,240.84</b>

Client: Mark Walwick

Date

Contractor: AVIR, Inc.  
659261

Date



# PURCHASE ORDER AGREEMENT

## Digital Signage Installation T&M

### City of Coachella

1515 6th St  
Coachella, CA 92236

Revision: 4  
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Presented By:

### AVIR, Inc.

41905 Boardwalk  
Suite X  
Palm Desert, CA 92211 US  
760 779 0881  
www.avir.com



#### A. AGREED UPON WORK

AVIR, Inc. ("AVIR") will provide the equipment, equipment installation, and programming as described in the Scope of Work and Equipment List attached hereto and incorporated into this Agreement by this reference as though set forth in full. Work not mentioned herein is subject to written Change Order. Unless otherwise specified, installation does not include trench digging, core drilling, routing and installation of conduit, framing, drywall repair, patching, painting, high-voltage work including wiring, carpet work, cabinet construction or cabinet modification.

#### B. DIMENSIONS

Due to the fact that equipment manufacturers' dimensions/specifications are often approximate, and may change without notice, AVIR cannot be held responsible in any way for equipment or cabinet dimensions.

#### C. RECEPTION, CLIENT SUPPLIED EQUIPMENT AND EQUIPMENT/WIRING BY OTHERS

If AVIR has not been retained to provide low voltage structured wiring, then AVIR cannot be held responsible for location, termination, and/or distribution of same. Although AVIR will use our professional expertise to maximize the conditions that exist, we cannot guarantee the quality of cable signal, AM/FM reception, or satellite reception. AVIR cannot be held responsible for client supplied equipment or equipment/wiring done by others including, without limitation, the control or operation of same.

#### D. EQUIPMENT CHANGES

AVIR reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Equipment prices are subject to change from manufacturer. AVIR will not be held responsible in any way for said products' obsolescence, discontinuation or unavailability.

#### E. CHANGE ORDERS

Changes to this Purchase Order will require a Change Order signed by both parties, and prices will be revised in accordance with these changes. Change Orders may also be subject to additional labor, materials, programming and design charges. Fees will be added to all Change Orders for applicable design, engineering, installation labor and programming time.

#### F. TIME

If AVIR is delayed by any of the following: owner delay, general contractor delay, subcontractor delay, fire, acts of God or other causes beyond AVIR's control, which disrupts a scheduled installation trip, then AVIR will invoice the client actual lost time, travel expenses, and equipment storage fees.

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#### **G. PROGRESS PAYMENTS**

Progress Payments will be made according to the Payment Schedule below. Payment is due immediately upon invoicing. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered. No work will be scheduled without the appropriate Progress Payment and an original signed copy of this Agreement. All drawings and specifications contingent on agreement and retainer.

#### **H. RETROFIT/REMODEL**

If job is of a retrofit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of \$150 per man, per hour for all extra labor involved in completing the job. AVIR will make every effort to inform the owner of any complications in a timely manner which may cause labor to exceed estimate.

#### **I. INSURANCE**

AVIR shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owner's property resulting from conduct of this purchase order.

#### **J. WARRANTY**

Warranty on all equipment is the manufacturer's warranty and no other warranty is consented or implied. AVIR warrants its installation and programming work for a period of five years to commence upon completion of installation. Ownership of equipment shall transfer to client upon delivery of goods. This warranty does not transfer with a change in ownership. AVIR will help the owner get their manufacturer-warranted equipment serviced throughout the life of said warranty. Customer is responsible for any shipping charges.

#### **K. PLASMA/LCD DISPLAY/CONTROL TOUCH PANEL PIXELS/DLP BULBS**

Plasma displays, LCD displays, and control touch panels are susceptible to a small percentage of flickering of unlit pixels at shipping or after use. This condition is inherent to the technology and is not considered to be defective. DLP technology based projection systems contain a projection bulb which is covered by manufacturer warranty of typically 6 months from date of installation, but vary by manufacturer. A DLP bulb is known as an expendable maintenance item and requires replacement approximately every 1000+ hours of use depending on the projector's design and performance level. The client is responsible for all bulb replacements related to regular use of the product.

#### **L. VIDEO DISPLAY "BURN-IN"**

CRT (Rear Projection and Front Projection televisions), plasma screens and other monitors are susceptible to "burn-in". This condition occurs when a static image is left on the screen, in the same area, for an extended amount of time. This results in a silhouette of the image permanently being "burned" into the screen. This can cause the screen to be undesirable to view for all future images. Our client is hereby made aware of this issue and AVIR recommends that no image be left static on display screens for extended periods. Our client is hereby responsible for avoiding said condition. Neither will AVIR nor the manufacturers of the product warranty a product with this condition.

#### **M. NEW TECHNOLOGY**

AVIR systems include some of the latest technology available. Similar to a personal computer, software based equipment, such as: hard drive music servers, TiVo, satellite systems, control systems, or other computers can from time to time require a reset/reboot. This is inherent to the technology and does not denote the product/system is defective; merely that the client must reset the item from time to time to resume full operation.

#### **N. REFUNDS**

At the signing of the Contract and Receipt of Deposit by the customer, AVIR will immediately appoint administrative, sales/design, engineering, and other company resources toward the completion of this Purchase Order, and incur costs and expenses on your behalf. This process requires significant design/engineering time, drawings, elevations, software, hardware, people, equipment, and numerous internal/external planning meetings to successfully implement your finished project. Much of this work will be completed prior to the final installation of your system. This work is scheduled and based upon us completing your project in full. Therefore, all deposits, monies and/or payments received are non-refundable.

#### **O. EARLY TERMINATION FEE**

Should the client request to terminate this Agreement prior to its completion for any reason, then liquidated damages amounting to 25% of the remaining payments due shall be payable to AVIR to exit this Agreement. This amount is due upon request to terminate this Agreement. All monies/payments received are non-refundable.

#### **P. FINAL PAYMENT**

Final payment is due immediately upon invoicing. Any unpaid balance due beyond ten days after invoicing shall bear interest payable to AVIR at the rate of 1.5% per month simple interest.



**Q. ATTORNEY'S FEES**

In any proceeding brought to enforce or otherwise implement any of the terms and conditions of this Agreement the prevailing party shall be entitled to an award of all attorney's fees and costs incurred, in addition to any other relief to which that party may be entitled.

**R. DISPUTE RESOLUTION**

The Parties agree that if any action is brought to enforce or interpret this Agreement or to resolve any dispute or disagreement arising out of or concerning this Agreement, the Parties will seek resolution through mediation. The Parties hereby agree that any such dispute or disagreement arising out of this Agreement that cannot be resolved through mediation shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. Any party may commence mediation or arbitration by sending a written demand for mediation or arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by mediation or arbitration. Mediation and/or arbitration shall be conducted in the County of Riverside, State of California. The Parties shall share equally all initial costs of mediation and arbitration. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses occurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, unappealable and conclusive on all Parties. Judgement may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

**Payment Schedule**

	<b>Amount</b>	<b>Due Date</b>
Payment due upon acceptance	\$16,416.76	
Upon completion of the installation	\$1,824.08 + T&M Estimate Listed Below	

\_\_\_\_\_  
**Client: Mark Walwick**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Contractor: AVIR, Inc.**  
659261

\_\_\_\_\_  
**Date:**



# Time & Materials

**ADDITIONAL TIME AND MATERIALS:**

*AVIR will make every effort to inform the owner of any complication in a timely manner which may cause parts or labor to exceed estimate. Labor and installation parts will be billed as used. If parts exceed estimate because of unforeseen circumstances, or change of scope, owner/agent agrees that he/she will be billed for additional parts needed to complete the scope of work. AVIR is not responsible for drywall or paint repair.*

Prewire:		to		Hrs	\$	-	to	\$	-
Installation:	90	to	120	Hrs	\$	13,500.00	to	\$	18,000.00
Programming/Calibration:		to		Hrs	\$	-	to	\$	-
Management/Design:	6	to	9	Hrs	\$	990.00	to	\$	1,485.00
<b>Total Labor Hours:</b>	<b>96</b>	<b>to</b>	<b>129</b>	<b>Hrs</b>	<b>Total:</b>	<b>\$ 14,490.00</b>	<b>to</b>	<b>\$ 19,485.00</b>	

*Owner/agent agrees that all prewire labor will be billed at a rate of \$135 per man, per hour; that all installation labor will be billed at a rate of \$150 per man, per hour; and any programming, management or design labor will be billed at a rate of \$165 per man, per hour for all labor in completing the job.*

**Client:**

**Date:**

**Contractor: AVIR, Inc.**  
659261

**Date:**