



## Scope of Works

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**Scope of Works Number: 59192**

**PTS Number: 80079**

**Customer:** Silver Valley Unified School District  
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**Telephone:** 760-254-1350                      **Mobile No:**  
**Site Location:** Tiefert View Intermediate School MPR  
**Site Contact:** 760-254-1350  
**ELB Account Manager:** Christina Tehrani                      **Phone No:**

### Description of Scope of Work

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80079 SILVER VALLEY USD - TIEFORT VIEW INTERMEDIATE SCHOOL

Multi-Purpose Room A/V System Installation:

ELB will install a turnkey system capable of providing audio/video program material in a Multi-Purpose Rooms (MPR). The system components will be as follows:

Existing OFE Equipment Rack-

In order to maintain a singular, central location for all equipment, as well as reduce set-up time and the danger of cables running across the floor, ELB has determined the existing equipment rack is ideal for this system. The rack location is the terminus of the AV conduit and cable runs in the room.

Inputs-

Local Presentation - A Custom Input Plate will be installed in the equipment rack. This Input Plate will feature (2) HDMI input ports, a 3.5mm stereo audio input port, a microphone input jack and an audio line output to feed external equipment. These inputs allow Owner Furnished Equipment (OFE) to input media into the system. Anything that can be delivered to the HDMI and/or audio jacks may be viewed and heard through the system.

Wireless Microphone Systems - Two wireless microphone receivers will be installed in the equipment rack. Two handheld microphone transmitters will feature Shure SM58 microphone capsules. The SM58 is the industry standard for hard working, reliable, and extremely durable microphones. Two wireless body-pack and lavalier microphone transmitters are included for a hands-free option.

An antenna distribution system will be deployed that will reduce the number of antennas, and increase the overall performance of the wireless microphone transmitters. Two high-gain paddle antennas will ensure wireless coverage in the room.

BluRay Player -

A new, professional BluRay player will be installed at the equipment rack. This unit will play BluRay, DVD, CD, and CD-R/CD-RW discs. It also features a USB port in order to play MP3s saved to a USB drive.

Signal Routing Equipment

Presentation Switch -

The HDMI inputs connect to a small video switcher located in the equipment rack. Clearly labeled buttons will select the video input sources (HDMI1, HDMI2 or BluRay Player), and will be set to auto-switch to the most recently connected input. In addition, a HDMI wallplate extender will be installed at a TBD location at the front of the stage.

This switcher will simplify video source selection and also splits audio from HDMI sources such as laptops and



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the BluRay player so that the audio can be sent to the audio mixer for volume control. In addition, the switcher acts as a signal extender that carries the video signal to the projector over a single cable.

### Audio Mixer -

A new 16-Channel Audio Mixer will be installed in the equipment rack. This new audio mixer has several features that will make it easy to use and more effective within the MPR. It also allows for future expansion of media sources. Every effort will be made to reconnect the existing floor box connectors to the mixing board.

### Outputs

Power Amplifier and Loudspeakers - An appropriately powered amplifier will be located in the wall-mounted equipment rack for security and convenience. All volume levels are controlled by the 16-Channel Audio Mixer.

12 new white, 30 Watt, 6" ceiling loudspeakers will replace the existing speakers in the room.

Video Projector - A new 7,100 Lumen, WUXGA (HD and 4k compatible) Digital Laser Projector will be installed at the ceiling, with inputs from the equipment rack. This projector will provide a viewable image, even with full lights on in the MPR. Video signals selected by the Presentation Switch are output to the Video Projector.

A motorized projector screen will replace the existing manual screen. It has a 189" diagonal measurement offering a 16:10 image that can be viewed from the far end of the MPR.

Control of the projection screen will be from the wall switch in a TBD location.

Control of the projector will be from the handheld remote included with the projector.

### De-Installation of Existing System:

ELB will de-install all existing components of the audio and video systems. Components and equipment will be turned over to the Customer after de-install. De-install will include the removal of:

Existing low-voltage audio and video cable unless otherwise specified.

Existing projector screens

All existing audio equipment including wireless microphone receivers, audio tape players, audio mixer, and power amplifiers

All existing video source devices such as DVD players and VCRs

Any patch and paint of surfaces required by the installation of the system are not included in ELB's scope.

Notes: Power will be required at the projector and projection screen locations prior to the installation date.

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<p>This Scope of Works and ELECTROBOARD's Business Terms and Conditions ("Agreement"), including any attachments, between ELECTROBOARD and the Customer specifies the services ("Services") and Equipment ("Equipment") to be provided by ELECTROBOARD at the site specified ("Site") in return for payment of the fees specified ("Fees"). If there is a conflict between the standard Business Terms and the terms of this Scope of Works, the Standard Business Terms and Conditions will prevail.</p>
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### Signed as an Agreement

\_\_\_\_\_  
*Signature (1) of Authorised Representative of Customer*

\_\_\_\_\_  
*Name (please print)*

\_\_\_\_\_  
*Title*

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

\_\_\_\_\_  
*Signature of Authorised Representative of ELECTROBOARD*

**Christina Tehrani**

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*Name*

**business Development Manager**

\_\_\_\_\_  
*Title*

**08 Nov 2023**

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



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## Terms and Conditions

### Application of Terms and Conditions

The terms and conditions of this quote shall apply to the sale and purchase of the listed Products in this quote, except where either (1) modified herein by ELB; or (2) where ELB and the Customer are parties to a current written agreement which governs the sale and purchase, the provisions of the said Agreement shall prevail.

### Quote

This quote shall not be binding on ELB until accepted in writing by the Customer and returned to ELB. This quote is firm for 15 days unless modified in writing by ELB. Maintenance prices are subject to a separate maintenance agreement available on request. The Customer acknowledges that where any of the Products listed in this quote are unavailable 15 days from the date of acceptance of the quote by the Customer, and the price of any Product quoted changes in that period, ELB reserves the right to issue a fresh quote to the Customer for those Products listing the new prices.

### Exchange Rate

In the event that the prevailing exchange rate between the currency of the country of origin and the currency quoted has fluctuated from the time the quote is rendered to the time of payment is received from the Customer, ELB reserves the right in its sole discretion to adjust any prices quoted herein and the Customer agrees to meet the revised price. For the purpose of this quote as an agreement, the prevailing exchange rate at the time of the quote shall be the rate specified, (at the time payment is received) to be that issued by the Commonwealth Bank of Australia for a spot transaction on that day.

### Payment

All Products shall be paid for by the Customer (including all government duties and taxes applicable) prior to delivery. Alternatively if ELB and the Customer have prior to delivery of the Products agreed on and maintain a credit arrangement, payment will be in accordance with the terms and conditions of the credit arrangement.

### Ownership of Products

The ownership of all Products shall remain with ELB and shall only pass to the Customer upon the payment by the Customer of the invoiced price in full. Prior to payment of the invoiced price in full, the Customer shall hold the Products as Bailee for ELB. In the event of the Products whether in the same or a modified form being disposed of prior to the payment of the invoiced price in full, any amount received by the Customer shall be held in trust by the Customer for ELB. All prices quoted are in US dollars, unless otherwise specified.

### Delivery of Products

Delivery of Products shall take place at the time of the physical taking of the Products by the Customer or by the carrier whether engaged by ELB or the customer or 10 days after ELB notifies the Customer that the Products are ready for delivery, whichever first occurs. Where the Customer arranges its own carrier, it shall be responsible for all freight, insurance and other costs associated with the carriage. Where ELB arrange carriage, all freight and insurance and other costs shall be to the account of the Customer.

### Cancellation and Rescheduling of Orders

(1) Cancellation: Where any order is cancelled by the Customer on or less than seven (7) days prior to the scheduled shipment date, the Customer will still be charged the entire invoice cost of the quote as a cancellation fee.

(2) Rescheduling: Orders may only be re-scheduled up to thirty (30) days from the scheduled shipment date. Any rescheduling occurring in less than thirty days prior to the scheduled shipment date will be subject to a rescheduling charge equal to 40% of the gross order value.

### Authorized Returns

Customer shall not return any ELB Product for credit, exchange or otherwise without the prior written consent of ELB evidenced by ELB authorizing and issuing to the Customer an ELB Return Authorization.

### Restocking Fee and Return of Products

Where a Customer returns a Product (not due to a defect) to ELB under the ELB Return Authorization then a restocking fee will be charged. The restocking fee is based on the value of the Product returned. Where the Product returned was charged to the Customer (1) for less than \$1,000 (excluding Tax) the fee is \$80.00 plus Tax plus the cost of any freight charges incurred by ELB; or (2) for more than \$1,000 (excluding Tax) the fee will be 15% of the value charged plus Tax plus the cost of any freight charges incurred by ELB. Any Products returned to ELB will only be accepted if the Product is in its original condition as originally shipped and returned as packed in its original packaging, including all accessories, cables and manuals. Where ELB determines, acting reasonably, that any Product returned requires rectification or repair or is not as originally shipped or as originally packaged, ELB is entitled to charge the Customer the cost of and any fee incurred to return that Product to its original condition. ELB also reserves the right at its discretion to charge the Customer for all courier charges or a pick up charge as incurred by ELB to collect the Product from the Customer if the Product is not returned by the Customer by freight.

### No Warranty

ELB does not manufacture any Product and accordingly does not warrant that any Product is free of any defect, is fit for the purpose required by the Customer or is of merchantable quality. The Customer must make and rely on their own enquiries and rely at their own expense on the warranty and warranty periods as may be provided by the manufacturer of any particular Product in this quote.

### Services

Where this quote includes details of time charges, services required to be undertaken and/or installation of Products required at the Customer site, to be undertaken by ELB in addition to the Products to be purchased (Services) the following conditions apply: (1) Acceptance by the Customer of this quote which includes the Services means acceptance by the Customer of the following conditions in sub-paragraphs (2) to (6) namely; (2) An ELB Scope of Works (SOW) agreed and signed by the Customer prior to the commencement of the Services; (3) Acceptance of this quote by the Customer does not affect or amend the terms and conditions of the SOW; (4) All work required to be undertaken under the Services, including the payment terms, will be governed by the terms and conditions of the SOW; (5) Any variation of the SOW does not affect the terms and conditions of this quote; and (6) Where any variation to the Services is required by the Customer a separate quote and an amendment of the SOW will be provided by ELB for that variation.

### Limitation of Liability

In no event shall ELB be liable to the Customer for incidental or consequential damages (including loss of profits) of any nature arising out of or related to the supply, design, manufacture, installation or service or the performance or use of any Products or alternatively in the event that ELB are found liable for a breach of warranty or condition implied by law and not capable of exclusion by agreement. Where ELB is found liable that liability shall be limited to the minimum level possible under the law.

### Severability

If any of the terms and conditions hereof shall to any extent be invalid or unenforceable, the remainder of these the Terms and conditions, or the application of such the terms and provisions to persons or circumstances other than those as to which it is held unenforceable shall not be affected thereby.

### Applicable Law

The validity, interpretation and performance of this quote as an agreement between ELB and the Customer shall be governed by the laws of the State of California.