

## ESTIMATE: NVUSD Boardroom Upgrade Phase 2\_v1-1

**Date** January 8, 2020  
**Customer Name** Napa Valley Unified School District  
**Project Name** NVUSD Boardroom Upgrade Phase 2  
**Version** v1-1  
**Contact** Manuel Ruiz  
**E-mail** [manuel\\_ruiz@nvusd.org](mailto:manuel_ruiz@nvusd.org)

**Melzak Media Contact** Rj DeSanto  
**Phone** (916) 304-4979  
**E-mail** [rj@melzakmedia.com](mailto:rj@melzakmedia.com)

4	Programming / Engineering / Documentation	MMP PRG U	\$	8,920.00
5	Project Management	MMP PMC U	\$	3,435.00
6	Install Labor	MMP INT U	\$	14,400.00
7	Expenses	MMP EXP U	\$	-
<b>Total Labor and Expenses</b>			<b>\$</b>	<b>26,755.00</b>

### Scope of Work:

- 1 . Remove and replace AV router.
- 2 . Remove and replace 7 floor panels for new format I/O signals.
- 3 . Remove and replace wall control panel with new 5" touchscreen panel.
- 4 . Remove and replace desktop 10" control panel.
- 5 . Add all required HDMI Transmitters and Receivers where necessary.
- 6 . Replace Crestron Control System with Extron Control System.
- 7 . Add outdoor I/O patch panel for broadcast truck connections.
- 8 . Add HDMI output in back room for overflow capabilities.
- 9 . Add 2 x 65" Monitors to walls for back of room viewing.
- 10 . Remove and replace desktop 10" control panel.
- 11 . Add all required HDMI Transmitters and Receivers where necessary.
- 12 . MM to provide system engineering, programming and documentation.

### Assumptions / Responsibilities:

- 1 . Melzak Media requires exclusive and continuous access to job site for the duration of the project.
- 2 . Proposal assumes all existing equipment is in working order.
- 3 . Proposal assumes all existing cable pathways are reusable.
- 4 . Proposal assumes existing Crestron system code and passwords are available.

## Terms and Conditions

**GENERAL** All sales described are subject to the following terms and conditions and become part of the agreement of sale. Any alterations will be accepted only in writing by Melzak Media.

**TAXES** Applicable sales taxes will be billed as separate items.

**FREIGHT, SHIPPING, & HANDLING** Quoted amounts for equipment or service do not include actual freight, shipping, and handling charges. Applicable freight, shipping, and handling charges will include inbound and outbound charges to deliver to customer destination and will be billed as separate items on each applicable invoice. All Customer Purchase Orders must note that freight, shipping, and handling is not included and these charges will be paid as separate line items.

**DEPOSIT** Melzak Media will require a deposit consisting of 50% of the total bill including sales tax for the procurement of equipment prior to crew deployment.

**TERMS OF PAYMENT** Standard terms are net thirty (30) days from date of invoice. Any invoice not paid or partially paid will be subject to a charge equal 2 % per month on all past due amounts commencing thirty-one (31) days after the invoice date. Buyer agrees to pay all cost of collection, including reasonable attorney's fees, in the event that the seller takes action to recover payment of the unpaid amount of the invoice.

**EXISTING EQUIPMENT/OFE** The owner will be responsibility for the redeployment/reuse of existing wiring and other owner furnished equipment (OFE). Melzak Media shall be indemnified from this use. The willingness and/or acceptance, on the part of Melzak Media, to use existing and OFE and infrastructure in any installation does not represent any fault on the part of Melzak Media. All problems and labor consuming issues incurred by Melzak Media due to existing or OFE failures and/or inadequacies or incompatibilities with system design will be the responsibility of the owner to repair or replace the equipment. Additional labor costs incurred by Melzak Media shall be billed to owner at the applicable rate. Melzak Media is indemnified from overall system performance and quality adversely effected by existing and OFE, and any potential quality issues shall not be grounds for non-payment to Melzak Media at any time for any related reason.

**ERRORS** Seller reserves the right to correct clerical or stenographic errors or omissions.

**TITLE TO GOODS** Passes to buyer at the time of shipment. Buyer assumes all risk of damage to loss, or destruction of said goods. No loss, injury or destruction of said goods shall release buyer from the terms of this agreement.

**DELIVERIES** Quotations of shipping dates are based on best information available from our suppliers. Melzak Media. shall not be held liable for any damage, consequential or otherwise, arising from any delay or late delivery beyond our control or the control of our suppliers.

**TERMINATION** Accepted quotations and/or orders, verbal or written, are not cancelable without Seller's prior written permission. Consideration of cancellation will require the Buyer's agreement to stated amounts of termination or restocking charges. Special order and specially manufactured goods are not subject to cancellation.

**SPECIAL PRODUCTS OR COMPONENTS** All orders for special products and/or special components will not be considered for cancellation or return.

**RESPONSIBILITY** The purchaser and users, alone, shall determine the suitability and fitness of the product or system for his/her intended use and assumes all risk and liability in connection therewith. The foregoing many not be altered except by written agreement signed by a duly authorized officer of Melzak Media. Melzak Media. shall not be liable for any consequential injuries or damages or for claims for labor loss or profit, repairs, transportation or other expenses incidental to replacement of the material and/or products sold as a component or incorporated into a system of its own design and sold as such a system for specific applications.

**RETURNED GOODS** All materials claimed to be defective shall be held subject to inspection by the seller or manufacturer. Claims for shortage must be presented within five (5) days after receipt of goods or they will not be allowed. No returns for credit will be allowed without seller's prior permission. Credit will be subject to deduction for handling, inspection and expense incurred in restoring goods to saleable condition. All shipping charges are prepaid.

**PRICES** Pricing is valid for (30) days form date of original quotation and subject to change dependent on equipment supplier price changes. Customer Purchase Orders (PO) or Contracts received or approved after (30) days of original quotation may be subject to price increases dependent on equipment supplier price changes, such changes will constitute a Change Order to received PO or Contract.

**LIMITED WARRANTY** Melzak Media warrants all equipment and materials supplied will be new and provided by the specified third party manufacturer. Applicable third party manufacturer warranties will be passed directly to the owner from date of delivery and/or receipt.

Melzak Media does not manufacture or warrant any third party manufactured materials or equipment. Melzak Media limits its warranty to labor and workmanship only. Melzak Media excludes from its warranty any costs associated with the removal, repair, and replacement of defective or failed third party equipment and materials including restocking fees. All purchased and supplied third party equipment and materials will be subject to the specific third party manufactures warranty. It will be the responsibility of the third party manufactures to honor such warranties including if applicable labor costs incurred from defective products or failures.

**WARRANTY** Melzak Media warrants all equipment and materials supplied will be new and provided by the specified third party manufacturer. Applicable third party manufacturer warranties will be passed directly to the owner from date of delivery and/or receipt. Melzak Media does not manufacture or warrant any third party manufactured materials or equipment. Melzak Media limits its warranty to labor and workmanship only. Melzak Media excludes from its warranty any costs associated with the removal, repair, and replacement of defective or failed third party equipment and materials including restocking fees. All purchased and supplied third party equipment and materials will be subject to the specific third party manufactures warranty. It will be the responsibility of the third party manufactures to honor such warranties including if applicable labor costs incurred from defective products or failures.

**SCHEDULING** On site installation and integration work will tentatively be scheduled with the customer project contact (40) calendar days from the receipt of the following: Customer Purchase Order or Signed Contract, Customer provided contact information for the project/site schedule coordinator or customer project manager. Final customer approved design documentation, and Scope of Work (SOW)

All final schedule dates are dependent on the following pre-installation milestone completion criteria including but not limited to:

Melzak Media/Customer project kick off meeting, Creation of programs, wire lists, and label derived from and dependent on customer approved design documents and SOW, 100% fulfillment & receipt of Equipment/Bill of Materials (BOM) as confirmed by Melzak Media procurement staff at location(s) defined in the SOW. Customer/client approval(s) of engineering change or change order requests made after the Melzak Media receipt of PO/Contract. Approvals will be required (30) calendar days prior to final installation schedule date. Customer/client responsibilities and dependencies as defined in the SOW including but not limited to completion of site construction schedules, site preparation, and infrastructure construction, clean/dust free work area(s), complete work area site access, and site safety. Melzak Media reserves the right to delay on site project installation and integration services schedule dates if customer/client responsibilities are not 100% fulfilled and complete. Other delays may be caused by circumstances outside of the control of the control of Melzak Media including but not limited to equipment backorders and/or market shortages of materials and supplies. Melzak Media reserves the right to submit additional charges and change orders for delays caused by the customer or customer representatives including but not limited to General Contractor and/or Electrical contractor(s). Melzak Media also reserves the right to submit additional charges and change orders if the customer modifies the project schedule, time line, or sequence/location of installation milestones after on site work has commenced and defined in the approved SOW.

Please sign on approval of pricing and terms & conditions, return to Melzak Media.

**Accepted and Agreed:****Melzak Media**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed NameRj DeSanto  
\_\_\_\_\_  
Printed Name\_\_\_\_\_  
TitleOwner  
\_\_\_\_\_  
Title\_\_\_\_\_  
Date1/8/2020  
\_\_\_\_\_  
Date