

To: Members
Dunwoody City Council

From: Ginger LePage
Technology Director

Re: Council Chambers Audio/Visual (A/V) upgrades
Date: 12/15/2025

Action

Authorize the Mayor, City Manager, or designee to execute all documents necessary to purchase and install audio/visual upgrades for the Dunwoody Council Chambers and approve a not-to-exceed amount of \$181,748.44.

Summary

NetPlanner Systems, Inc. provided a proposal utilizing Georgia's statewide contract to furnish and install an upgraded A/V system for the Council Chambers/Courtroom. The proposal totals \$165,225.85, comprised of \$122,550.85 in materials and \$42,675.00 in installation services. This request is for a not-to-exceed amount of \$181,748.44, which includes the vendor's quoted price of \$165,225.85 and a 10% contingency for incidentals and potential minor changes within the project scope. Funding was included in the FY2026 Capital Project budget for Council Chamber A/V Upgrades.

Details

Scope highlights include:

- Six 55" ceiling-mounted displays for audience viewing
- Two 55" lobby displays (one portrait for digital signage)
- Six 22" tabletop displays at the dais
- One 24" lectern display
- One 85" mobile cart display
- Zoom Room conferencing system with three ceiling-mounted smart PTZ cameras
- Updated audio processing and amplification with three audio zones
- Dais speakers at each seat
- One lectern microphone and two wireless microphones
- Advanced court timer/graphic overlay
- Updated control via Q-SYS with fixed touch panels and remote UI
- Removal of legacy equipment and integration into existing rack infrastructure

Schedule and Operational Constraints:

Work will be coordinated around City Council meetings and Municipal Court calendars to maintain operations; installation windows will be planned to avoid disruptions.

This document was generated with assistance from GovAI and verified by a human.

Recommendation

Approve the Action as stated to purchase and install the Council Chambers A/V upgrades in an amount not-to-exceed \$181,748.44, and authorize the Mayor, City Manager, or designee to execute all required documents and approve change orders within the contingency.

**Courtroom Council Chamber Upgrade**

Prepared For:

City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

Job Site:

City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

Proposal Recipients

Ginger LePage,

Email

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Phone

(678) 382-6781

INTRODUCTION

Thank you for the opportunity to provide a proposal for this project. NetPlanner Systems has a long history of successfully completing projects of this scope and magnitude for clients nationwide since our founding in 1987.

As one of the Southeast's leading providers of integrated technology solutions, NetPlanner prides itself in delivering best-in-class solutions and services backed by the most technical and certified employees in the industry. Our expertise includes Communications Cabling, Wireless, Distributed Antenna Systems (DAS), Network Services, Access Control, Video Surveillance, Intrusion, A/V, Paging/Intercom, and Data Center Services. We also offer Intelligent Remote Monitoring & Management as well as service agreements that can be customized to meet your specific needs.

We dedicate our efforts to staying on top of the ever-changing world of communications technology to consistently deliver innovative, high performing systems. Our goal is to provide you with the highest quality solutions and a level of customer service that exceeds your expectations. Our commitment to the success of your technology systems will be evident in every project.

Please do not hesitate to contact me if you have any questions about this proposal. Again, thank you for this opportunity. We look forward to working with you.



Courtroom Council Chamber Upgrade

SCOPE OF WORK - Audio Visual - ESTIMATE EH25001364-AV-E6

Council Chamber Upgrade - Equipment Revision

Audiovisual Equipment and Related Services99999-SPD-SPD0000210-0012

Council Chamber Upgrade

NetPlanner will provide and install an upgraded audio-visual system for the Council Chamber Courtroom. This system will be as follows:

VIDEO

NetPlanner will install six (6) ceiling mounted 55" displays, six (6) 22" tabletop displays, two (2) 55" wall mounted displays, one (1) 85" mobile cart display, and one (1) 24" lectern display. Users will be able to route video sources to any of these destinations. Video sources include an HDMI connection at the lectern, Clickshare, Document Camera, and Zoom based web conferencing system. A control room table will be fitted with three (3) monitors that will view active content, and far end video participants. The two 55" wall mounted displays will be in the lobby area. One will be set to landscape and the other to portrait for digital signage. All AV equipment will be housed in the existing 44 RU Rack on site. Existing equipment will be removed.

AUDIO

NetPlanner will install a new audio processor as well as a new amplifier. NetPlanner will reuse the existing ceiling speakers and redistribute and rezone to allow for 3 separate zones. These zones will be the main chambers, the lobby, and the control room. Audio from each source will be shared to each of these zones. 12 single surface mounted speakers with independent level control will be installed at each dais seat. All zones will share content audio and speech reinforcement for each microphone. NetPlanner will reuse the existing tabletop microphones as well as install a new lectern microphone. NetPlanner will provide two (2) new wireless microphones. (1 Lav and 1 Handheld) as well as reuse existing owner furnished wireless microphones (1 Lav and 1 Handheld)

TIMER

NetPlanner will install an advanced court timer system with custom time options, presets, and digital overlay that will display on all screens in the courtroom. This system will be expandable to allow for physical in-room timers as needed.

CONTROL

NetPlanner will provide an updated control system that will consist of three (4) fixed touch panels. Two 7" panels will provide base level control of the space. These controls will include overall level control for the content audio and content source selection. One 10" panel will be housed in the control room and will be the advanced feature control panel. This will include individual control of each microphone, audio level control for each of the four speaker zones, as well as advanced video routing. Remote UI control will be available utilizing a PC loaded with the UCI viewer. Please note that access to the client network will be required to access remote UI functionality. One 7" touch panel will be dedicated to timer overlay control which will switch on and off the court timer. Users will be able to set timers as well as start and stop times based of user defined increments.

WEB CONFERENCING

NetPlanner will provide a Zoom based web conferencing system that will allow users to connect to call. A 10" touch panel will be provided to launch calls, share content, and schedule meetings as needed. This system will include three (3) Ceiling mounted smart PTZ cameras with speaker tracking, auto framing, and a 110-degree viewing angle. Two cameras will be positioned to capture the dais in full and the third camera will be positioned to capture the audience and lectern as needed. Smart features can be disabled

MATERIALS

Part Number	Manufacturer	Description	Qty	UoM	MSRP	Unit Price	Total Price
NMX-ENC-N2312	AMX	N2300 Series 4K UHD Video over IP Stand Alone Encoder with KVM, PoE	5	EACH	\$1,355.00	\$1,077.23	\$5,386.15
NMX-DEC-N2322	AMX	N2300 Series 4K UHD Video over IP Stand Alone Decoder with KVM, PoE	21	EACH	\$1,230.00	\$977.85	\$20,534.85



Courtroom Council Chamber Upgrade

MATERIALS

Part Number	Manufacturer	Description	Qty	UoM	MSRP	Unit Price	Total Price
NMX-ACC-N9102	AMX	1RU rack shelf for mounting two encoders/decoders	2	EACH	\$285.00	\$226.58	\$453.16
R9861613USB2	BARCO	Barco ClickShare CX-30 - Gen2 - wireless video/audio extender - 802.11a, 802.11b/g/n, Wi-Fi 5, 802.15.1 - up to 98 ft - with 5 years Barco SmartCare - with 2 x Barco ClickShare Buttons	1	EACH	\$2,775.00	\$2,150.63	\$2,150.63
R9861600P01CUS	BARCO	CLICKSHARE TRAY+ BUTTONS SET Only compatible with CX & C Series - Black	1	EACH	\$378.00	\$292.95	\$292.95
SWATEMMINIBPR	BLACKMAGIC	Live Production Video Switcher with Streaming and Recording	1	EACH	\$295.00	\$295.00	\$295.00
0E-24VGHDMI2	CAPTURE	24" Full HD Frameless LED Color Monitor	4	EACH	\$362.00	\$307.70	\$1,230.80
MTMS1U	CHIEF	Medium Fusion® Micro-Adjustable Tilt Wall Mount, Single Stud	2	EACH	\$267.00	\$190.91	\$381.82
RMC1	CHIEF	Medium Fit™ Single Ceiling Mount	2	EACH	\$356.00	\$254.54	\$509.08
CMA330-G	CHIEF	8 Inch (203 mm) Offset Ceiling Plate, TAA Compliant	2	EACH	\$126.00	\$90.09	\$180.18
CMS0507	CHIEF	Adjustable Pipe 60 To 84	2	EACH	\$262.00	\$187.33	\$374.66
KXC330B	CHIEF	Desk Top Mount for 3 Displays	1	EACH	\$1,061.00	\$758.62	\$758.62
DCI4X300-U-USFX	CROWN	4 channel, 300 watt amplifier	1	EACH	\$2,730.00	\$1,911.00	\$1,911.00
PRO-2000RM	DSAN	Dsan Limitimer PRO-2000RM System (1 RU)	1	EACH	\$1,537.00	\$1,537.00	\$1,537.00
VC-2000LT	DSAN	Dsan Video Clock VC-2000LT Cat5 to USB Adapter for Limitimer	1	EACH	\$285.00	\$285.00	\$285.00
TP-2000X-LT	DSAN	Dsan TP-2000X Cat-5 to DB-9 Adapter for Limitimer	1	EACH	\$285.00	\$285.00	\$285.00
PX-10E	ELMO	PX-10E DOCUMENT CAMERA 2K UHD	1	EACH	\$3,149.00	\$2,676.65	\$2,676.65
PSB2NA	JBL	Pro Soundbar w/HDMI & Bluetooth	1	EACH	\$314.05	\$233.97	\$233.97
PDT-615C	MIDATL	Power Strip, 6 Outlet, 15A Basic Surge	3	EACH	\$318.00	\$227.37	\$682.11
500799	MUXLAB	DigiSign Android Signage Player	1	EACH	\$785.00	\$667.25	\$667.25
GSM4248UX-100NAS	NETGEAR	40x1G PoE++ 2,880W and 8xSFP+ Managed Switch	1	EACH	\$6,903.43	\$6,316.64	\$6,316.64
PCT2235	PLANAR	22", Full HD (1920x1080) touch screen monitor	6	EACH	\$315.00	\$281.93	\$1,691.58
CORE 24F	QSC	DSP with 24 Channels, 24 AEC, 144 Network I/O, 8X8, Control, TAA	1	EACH	\$5,400.00	\$4,023.00	\$4,023.00
TSC-101-G3	QSC	10" Touch Panel, Wall Mount, Black	1	EACH	\$3,300.00	\$2,458.50	\$2,458.50
TSC-70-G3	QSC	7" Control Touch Panel	3	EACH	\$2,000.00	\$1,490.00	\$4,470.00
TSC-710T-G3	QSC	Table Top Mount - TSC-70-G3 & TSC-101-G3	2	EACH	\$488.00	\$363.56	\$727.12
AC-C6T	QSC	6.5-inch 2-way, 110° conical ceiling speakers, 70v	2	EACH	\$185.00	\$137.83	\$275.66
QIO-S4	QSC	Q-SYS peripheral providing control expansion with 4 serial communication I/O	1	EACH	\$488.00	\$363.56	\$363.56
QIO-ML4I	QSC	Q-SYS Four mic/line inputs Expansion 1/4 rack	4	EACH	\$782.00	\$582.59	\$2,330.36
D-ARC	RFVENUE	Diversity Architectural Antenna	1	EACH	\$649.00	\$616.55	\$616.55
DISTRO4	RFVENUE	4 Channel Wireless Antenna Distributor	1	EACH	\$599.00	\$569.05	\$569.05
RG8X100	RFVENUE	100' Antenna Cable	2	EACH	\$329.00	\$312.55	\$625.10
SF-TPRS12	RDL	Line-Level Sender/Receiver - 4 Twisted Pair Format-A Input & 4 Output Sections - 12 Audio Channels Each - Balanced Line Level Inputs/Outputs on Detachable Terminal Blocks	3	EACH	\$888.67	\$710.94	\$2,132.82
PS-24V3A	RDL	24 Vdc Switching Power Supply, with North American cord, 3 A, dc Plug (Replaces PS-24V2A)	3	EACH	\$155.18	\$124.15	\$372.45
D-PSP1A	RDL	Decora-Style Active Loudspeaker - Format-A - White - User Level Adjust	12	EACH	\$338.11	\$270.49	\$3,245.88
ULXD1-G50	SHURE	Advance Wireless Microphone Bodypack	1	EACH	\$834.00	\$517.08	\$517.08
ULXD2/SM58-G50	SHURE	Advance Wireless Handheld Microphone	1	EACH	\$895.00	\$550.43	\$550.43
ULXD4-G50	SHURE	Single Digital Wireless Receiver with PS41US Power Supply, 1/2 Wave Antenna and Rack Mounting Hardware	2	EACH	\$1,657.00	\$1,019.06	\$2,038.12
WL184MB/S-TQG	SHURE	LAVALIER MICROPHONE, SUPERCARD, BLACK	1	EACH	\$153.00	\$94.10	\$94.10
SB900B	SHURE	Lithium Ion Batteries for Transmitters	2	EACH	\$139.00	\$85.49	\$170.98
SBC200	SHURE	Battery charging station, 2 bay, NO POWER SUPPLY	1	EACH	\$321.00	\$197.42	\$197.42
MXA920W-S	SHURE	Ceiling Array Microphone, Square, White, 24 inch	1	EACH	\$4,732.00	\$2,910.18	\$2,910.18
MX418S/S	SHURE	Supercardioid-18" Gooseneck Condenser Microphone, Attached Preamp with XLR, Shock Mount, Flange Mount, Snap-Fit Foam Windscreen, Mute Switch, LED Indicator	1	EACH	\$414.00	\$254.61	\$254.61



Courtroom Council Chamber Upgrade

MATERIALS

Part Number	Manufacturer	Description	Qty	UoM	MSRP	Unit Price	Total Price
FW55EZ20L	SONY	55" BRAVIA 4K HDR PROFESSIONAL LITE DISPLAY	8	EACH	\$850.67	\$812.39	\$6,499.12
FW85EZ20L	SONY	85" BRAVIA 4K HDR PROFESSIONAL LITE DISPLAY, 16/7	1	EACH	\$2,258.67	\$2,157.03	\$2,157.03
SX-DS-208-GFI	SURGEX	Defender Rack Mount Power	3	EACH	\$329.00	\$294.46	\$883.38
UPS-2000-OL	SURGEX	UPS, 2000va	2	EACH	\$3,519.00	\$2,463.30	\$4,926.60
SX-DS-154	SURGEX	4 outlet surge protector, series	9	EACH	\$439.00	\$307.30	\$2,765.70
ZVC S98-C5U-004	YEALINK	Zoom Room System	1	EACH	\$15,949.00	\$13,556.65	\$13,556.65
UVC8XMOUNTKITS	YEALINK	UVC8X Mount Kits	3	EACH	\$39.00	\$33.15	\$99.45
FM 558 PRO	WILLIAMS AV	FM+ PRO System Package	1	EACH	\$2,930.00	\$2,475.85	\$2,475.85
MINI-PC	MISC	PC for Timer	1	EACH	\$1,000.00	\$850.00	\$850.00
MISC	MISC	Cabling, Hardware, and Adapters	8,000	EACH	\$1.75	\$1.32	\$10,560.00
TOTAL:							\$122,550.85

PROPOSAL COST SUMMARY

Estimate	Description	Materials	Installation	Services	Total
EH25001364-AV-E6	Audio Visual - Council Chamber Upgrade - Equipment Revision	\$122,550.85	\$42,675.00	\$0.00	\$165,225.85
TOTALS:		\$122,550.85	\$42,675.00	\$0.00	\$165,225.85

INVOICING AND PAYMENT TERMS

NetPlanner Systems, Inc. will invoice Customer for all materials and for mobilization upon approval of proposal. Customer will be invoiced for labor at the end of the project or at the end of the month, whichever comes first, based upon the percentage of the project completed. The Customer agrees to pay any and all payments according to the payment schedule. Should said payment(s) not be made, or if satisfactory arrangements for payment have not been made, NetPlanner Systems, Inc. reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made. Standard payment terms are NET 15 in the absence of a specific payment schedule.

Any required closeout documents, including, but not limited to, as-built drawings, test results, and warranties, will be released to the Customer once 90% of the total project payment has been received by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. operates primarily as a contractor for sales tax purposes. This means all sales tax is paid at the point of purchase of materials and no sales tax may be charged to NetPlanner Systems, Inc. customers.



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INCLUSIONS

Pricing includes above-described items by NetPlanner Systems, Inc. and applies to regular business hours unless otherwise stated, Monday – Friday from 7:30 AM - 4:30 PM.

Software updates/upgrades will be performed only on the equipment being installed.

This bid proposal and the pricing within are valid for 30 days. During this timeframe, if market volatility increases material and equipment costs, NetPlanner reserves the right to adjust the pricing accordingly until this proposal is signed by both parties. Should this occur, NetPlanner will provide written documentation immediately with a revised proposal reflecting the changes.

Due to current market conditions, including raw material shortages and ongoing price volatility in the industry, upon award, NetPlanner will invoice Customer for materials under standard payment terms. NetPlanner will order all materials immediately upon submittal approval or contract acceptance (if submittal is not required). Customer will have the option to store materials in NetPlanner's secure warehouse or on the job site.

NetPlanner is currently experiencing extremely long lead times on certain products. This can cause delay if appropriate action is not taken immediately at the start of the project. Because lead times are out of NetPlanner's control, NetPlanner will not be held responsible for delays due to product lead times.

EXCLUSIONS

Overtime labor is not included in this proposal.

Innerduct (Maxcell fabric, HDPE, microduct, ribbed, or smooth wall) is not included in this proposal unless it is specifically stated in the Scope of Work section of this NetPlanner proposal.

NetPlanner Systems is not responsible for conduit, millwork, or other general construction requirements that provide pathways to provided equipment. This also includes any ceiling reconstruction, i.e. ceiling tile/grid, sheetrock, etc.

NetPlanner Systems is not responsible for any configuration of Customer's network equipment that may impede the completion of the project.

NetPlanner Systems is not liable to the Customer or any third party for any delays, damages or equipment failure caused by any circumstances beyond our reasonable control.

NetPlanner Systems is not responsible for any applicable wall support, network, and power requirements.

GOVERNMENT IMPOSED TARIFFS

In the event that any tariffs, duties, or similar charges are imposed or increased on any materials, equipment, or products required for this project after the date of this contract, NetPlanner Systems shall be entitled to an equitable adjustment in the Contract Price and/or Contract Time to reflect the additional costs and/or delays incurred as a direct result of such tariff changes. The Contractor shall provide written notice to the Customer.



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CHANGE ORDERS

Changes to the Scope of Work, delays due to site closings, limited access, or other events which the Customer requests will be handled as part of a Change Order. Customer should contact NetPlanner Systems' Project Manager with any requested changes, modifications, or enhancements to the project. NetPlanner Systems' Project Manager will prepare a Change Order which will address scope functionality changes, detail cost implications, and reflect any necessary equipment changes. The Project Manager must receive the signed Change Order before NetPlanner Systems will proceed with any ordering or changes in the project.

Additional labor resulting from a Change Order will be estimated at the time of request. If overtime or weekend work is required, the labor rate will be subject to a 1.5 multiplier. If holiday work is required, the labor rate will be subject to a 2.0 multiplier. The cost of additional materials and labor will be presented for Customer approval prior to commencing work on the Change Order. Additional charges for the changes will be added to the contract price and billed with the next scheduled contract payment.

The completion date shall be adjusted according to the change(s) mentioned above, and the original completion date shall become null and void. Agreements made by the Customer with other vendors or subcontractors on the job are not recognized.

CUSTOMER SUPPLIED ITEMS

All materials supplied by the Customer are to be on site by the specified date in the contract. It is the responsibility of the Customer to ensure that Customer-supplied items are in good and sufficient condition to be installed and that all necessary parts to install such items are present. The Customer bears all responsibilities pertaining to the condition, performance, and warranties of Customer-supplied items. NetPlanner Systems, Inc. shall install Customer-supplied items 'as is' and shall bear no responsibility, either explicit or implied, for the item or for its condition, performance, or warranty.

CUSTOMER RESPONSIBILITIES

To ensure that your project goes smoothly, please implement the following:

- A) Designate one person to be the Customer's point of contact. This person shall be kept informed of the job's progress and shall be provided answers to questions as they arise.
- B) Direct all questions to NetPlanner Systems, Inc.'s designated point of contact. Avoid trying to resolve questions or problems with workers, vendors, or other individuals on or off the job site.
- C) Make any and all changes to the original contract in writing and ensure that a "Change Order" form is completed and signed before those changes are made.
- D) NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational in the event that the Customer fails to disclose in explicit written terms the features required of the system and where lack of doing so is the cause for such failure to become operational. If such omissions by any third party or the Customer cause the system to be incomplete and unable to function as expected, it is up to the Customer to provide financial resources to correct such omissions.

QUALITY

All work shall be performed in a good and workmanlike manner per industry standards. All material is guaranteed to be new, unless otherwise specified.



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SAFETY

NetPlanner Systems, Inc. shall take all necessary precautions for the safety of persons and the protection of the work and adjoining property. NetPlanner Systems, Inc. shall comply with all applicable provisions of federal, state and local safety laws and building codes including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

INDEPENDENT CONTRACTORS

The relationship of Customer and NetPlanner Systems, Inc. created by this agreement shall be that of independent contractors and not one of joint venture, partnership, or employment.

During the term of this Agreement and for a period of two (2) years following the date of the termination or expiration of this Agreement (or the date of any subsequent termination of the parties' relationship, whichever is later), Customer covenants and agrees that Customer shall not, directly or indirectly: (i) solicit, recruit, or hire (or attempt to solicit, recruit, or hire) or otherwise assist anyone in soliciting, recruiting, or hiring, any employee of NetPlanner Systems, Inc. who performed work for NetPlanner Systems, Inc. within the last year of Customer's relationship with NetPlanner Systems, Inc. or who was otherwise engaged or employed with NetPlanner Systems, Inc. at the time of termination or expiration of this Agreement and the parties' relationship, or (ii) otherwise encourage, solicit, or support any such employee(s) to leave their employment with NetPlanner Systems, Inc., until such employee's employment with NetPlanner Systems, Inc. has been voluntarily or involuntarily terminated or separated for at least six (6) months. In the event the Customer hires a NetPlanner Systems, Inc. employee, the Customer agrees to compensate NetPlanner Systems, Inc. an amount equal to the employee's minimum annual salary. **The City of Dunwoody will not waive any of its legal rights.**

DAVIS BACON ACT

NetPlanner Systems, Inc. is compliant with all State, Federal and local labor and employee relations laws including Davis Bacon and Davis Bacon Related Act regulations and guidelines. Based upon Federal guidelines, it is the contracting agency's and/or contractor's responsibility to (a) notify bidders when a project falls under the Davis Bacon Act and/or Davis Bacon Related Act guidelines and (b) provide the Prevailing Wage Determination attached to the contract. NetPlanner Systems, Inc. bids its labor based upon criteria and requirements outlined within the RFP; as such, we will not take into consideration Davis Bacon Act/DBRA wage requirements if it has not been designated within the RFP/bid documents as a requirement. If a contract is awarded and later determined to be a Davis Bacon/Davis Bacon Related Act project, NetPlanner Systems, Inc. will issue a change order for the additional labor costs and/or have the right to cancel the contract based upon the contractor's failure to properly notify bidders of the Prevailing Wage requirements. In some instances, the Prevailing Wage Determination provided within an RFP/bid package does not include an employee classification matching the specialized skills required of our employees. Under these circumstances, our quote is based upon the prevailing wage rates for our classification, in the project's specific geographic location. In addition, should the contract be awarded to our company, we would need to submit an SF1444 requesting a wage conformance to include a worker classification for Telecommunications / Voice / Data / Video technicians.

FEDERAL SUBCONTRACTOR STATUS

If applicable, the parties hereby incorporate the requirements of 41 CFR §§60 1.4 (a) (7), and 29 CFR Part 471, Appendix A to Subpart A.

If applicable, this contractor and subcontractor shall also abide by the requirements of 41 CFR § 60 300.5 (a) and 41 CFR § 60 741.5 (a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

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BUILDING CODES

All work performed under this agreement shall comply with applicable building codes. Any additional work required by the Building Department beyond the agreement of this contract is not the responsibility of NetPlanner Systems, Inc.

ASBESTOS AND OTHER HAZARDOUS MATERIALS

It is the obligation of the Customer to determine if the structure covered by this contract contains asbestos and/or other hazardous materials. This proposal and contract does not include any provision (neither monetary provisions nor time-schedule provisions) to cover the unforeseen hazards or additional work necessitated by removal of asbestos and/or other hazardous materials. If asbestos and/or other hazardous materials are discovered after work is already in progress, and if the asbestos and/or other hazardous materials represent a changed condition from those described in the plans and specifications, then NetPlanner Systems, Inc. shall be entitled to additional compensation and an increase in time for completion of the project.

EXISTING CONDITIONS

NetPlanner Systems, Inc. makes no representation of existing conditions and assumes no responsibility of condition for any of the Customer's equipment that may or may not be relocated or affected by NetPlanner Systems, Inc.'s work.

HIDDEN DEFECTS

It is acknowledged that hidden defects, faulty wiring, or other defective components of existing systems may need to be updated or replaced in order to properly complete the above-quoted work, and further acknowledged that the expense, if any, will be the responsibility of the Customer.

PATHWAYS

All conduits installed by others are assumed to be passable. NetPlanner Systems, Inc. is not responsible for repairing or replacing pathways installed by others.

Any conduits routing below foundation grade must be identified by the Customer so that NetPlanner Systems, Inc. can properly specify outdoor rated cable. Failure to identify such conduits will result in cable being replaced at additional cost to Customer. Indoor cable routing below foundation grade will not be warranted by NetPlanner Systems, Inc.

LIENS

NetPlanner Systems, Inc. retains the right to file a mechanic's lien and will not indemnify Customer and/or Lessee against all claims or liens filed by NetPlanner Systems, Inc. Indemnity shall include costs and attorneys' fees.

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FINANCE CHARGES

Any contract payment or invoice amount not paid by the due date shall be considered delinquent and shall bear interest at the rate of one and one-half percent (1 1/2%) per month on the outstanding balance. If steps shall be taken, whether by suit or otherwise, to collect any sum including interest which has become delinquent, the Customer agrees to pay all costs thereby incurred, including any reasonable collector's fees, attorney fees, and court costs.

INDEMNITY AND LIABILITY

NetPlanner Systems, Inc.'s obligation to indemnify Customer or any other party shall be limited to the extent the loss, cost, expense, claim or demand for which indemnification is sought (i) arises out of or results from the negligence of NetPlanner Systems, Inc., its employees and subcontractors, and (ii) arises out of bodily injury (including death) or damage to tangible property of third parties. The indemnity shall not be interpreted to make NetPlanner Systems, Inc. liable for the negligence of any other party, nor for loss or damage to property or existing facilities of the Customer at or near the site of the Work. NetPlanner Systems, Inc. shall not be liable for any special or consequential damages, loss of profits, interest penalties or fines. Customer must make written demand for indemnity promptly after a claim is made against it.

NetPlanner Systems, Inc. absolves itself of any liability due to omissions or failures to perform by any engineering firm, consultant or other party engaged by the Customer. NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational if faulty design from any party not hired by NetPlanner Systems, Inc. is the cause for such failure to become operational.

WARRANTY

NetPlanner Systems, Inc. hereby guarantees that the work shall be free from defects in labor for one (1) year from the date of completion of the project. NetPlanner Systems, Inc.'s liability for breach of warranty or failure or defect in performance of the Contract shall be limited to re-performing corrective services of the type originally performed by NetPlanner Systems, Inc. with its own forces, beginning at final completion and continuing for twelve (12) months thereafter, provided NetPlanner Systems, Inc. receives written notice of defective work within the warranty period. Materials and active hardware are warranted as specified by individual manufacturers and not by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. will exchange any defective equipment at no labor cost for a period of 30 days. After 30 days, the Customer is responsible for exchanging defective equipment. NetPlanner Systems, Inc. can install exchanged equipment on a time and materials basis.

NetPlanner Systems, Inc. reserves the right to repair or replace defective items and will not compensate others for repair or replacement services.

ACKNOWLEDGEMENTS

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, either written or oral. This Agreement shall not be changed or modified by any oral agreement or any other agreement unless the same is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. If NetPlanner Systems, Inc.'s proposal is made a part of this Agreement and said proposal contains any terms or conditions inconsistent with the terms and conditions of this Agreement Form, then this Agreement Form shall govern.

ACCEPTANCE



Courtroom Council Chamber Upgrade

NetPlanner Systems, Inc. is hereby authorized to perform the work as specified. Payment shall be made as outlined above. Customer agrees this proposal constitutes in its entirety all that will be provided by NetPlanner Systems, Inc. Customer's signature certifies acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

If this proposal is distributed by e-mail, then replying to such e-mail with the subject or message "I Accept" or any request by the Customer for NetPlanner Systems, Inc. to begin work on this project will constitute full acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

Customer

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

NetPlanner Systems, Inc.

Authorized Signature: _____

Laura Corpe

Printed Name: Laura Corpe

Title: Sr. Project Coordinator

Date: 12/4/2025