



JTS

5310 S Cockrell Hill Road Phone 972-620-1435
Dallas, TX 75236
JTS Tax ID#: 752621300 Fax

The Preferred Choice in Wireless Integration

Proposal

| | |
|------------|---------------|
| Quote # | JTSQ10364 |
| Date | 02/02/23 |
| Sales Rep. | John Thompson |

Quote To

Chris Kilmer
Hunt County
2507 Lee St.
Greenville, TX 75401

Ship To

Chris Kilmer
Hunt County
2507 Lee St.
Greenville, TX 75401

Bill To

Chris Kilmer
Hunt County
2507 Lee St.
Greenville, TX 75401

Project

Hunt County SO Tower
Additions (TIPS Quote)

This is a TIPS quotation.
Please email your PO to: TIPSPO@TIPS-USA.COM. Please cc: a copy to sales@jts.net.

- Please reference the following on your purchase order:
- The above Quote Number
 - Note on the PO: "CONFIRMATION ONLY"
 - JTS TIPS contract #22010701: Trades, Labor and Materials (Begins 4/28/2022, Expires 4/30/2027)
 - Your company contact for this PO
 - JTS contact: Kyle Fuller, kyle.fuller@jts.net, 972-620-1435 x.125
 - "Ship to" and "Bill to" addresses
 - An authorizing signature
 - Any special instructions (requested shipping dates, etc.)

This pricing shown is valid for the contract period.
Terms are NET 30. Pricing shown is FOB: Origin (Freight charge is shown below)
The warranty on all OEM items quoted is pass-through from the OEM.
Hunt County SO Tower Additions

Summary:

L3 Harris is developing a P25 network for Hunt County. They requested the use of the 195' tower located at the Sheriff's Office. They would like a little additional height for the installation of their antennas. It was requested to check into this and supply a quote for the changes to the tower that would be needed.

Scope of Work

FAA/FCC Compliance

1. FAA Registration for lighting
2. FCC Registration for ASR (Antenna Structure Registration)

12,087

FILED FOR RECORD
at 12:30 o'clock P M

APR 11 2023

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By

3. Section 106 - SHPO/TCNS
4. Full CD's for Tower
5. ASR Public Notice
6. 1A Survey

Additional Tower Section

1. 20' tower section will be delivered to the site
2. Tower section will be off loaded and assembled
3. Tower section will be lifted into position by a crane and attached to the existing tower
4. Existing Lightning Abatement would be moved to the top of the tower, Leads to ground rods on lightning rod extensions will be extended

Tower Lighting System

1. Tower will now be over 200' and require lighting/markings
2. LED beacon will be mounted at the top of the tower
3. LED side markers will be installed at the 110' level
4. Light wire will be ran to both sidelights and beacon
5. Light controller will be mounted inside the Sheriff's Office Building
6. Photo cell will be mounted on the exterior of the building near the cable entrance into the building
7. Power will be supplied to the light controller and lighting system will be checked for proper operation
8. Photo cell will be covered to assure photo cell is also working properly and initiates the operation of the lighting system

Invoicing Notes:

1. FCC/FAA compliance tasks will be invoiced upon completion
2. Tower Section Materials will be billed upon receipt of purchase order
3. Tower lighting system will be invoiced upon receipt of purchase order
4. Labor & Travel for tower section installation and lightning abatement relocation will be billed upon completion
5. Labor & Travel to install lighting system will be billed upon completion

| Line # | Qty | Description | Price | Extended Price |
|--------|-----|---|-------------|----------------|
| 1 | 1 | FCC & FAA Tower Compliance Registration Tasks | \$11,000.00 | \$11,000.00 |
| 2 | | | | |
| 3 | 1 | Structural Analysis of 215' Self Support Tower | \$1,848.00 | \$1,848.00 |
| 4 | | | | |
| 5 | 1 | Additional Tower Section Materials | \$10,560.00 | \$10,560.00 |
| 6 | 1 | Additional Tower Section Freight | \$2,464.00 | \$2,464.00 |
| 7 | 1 | Additional Tower Section & Relocation of Lightning Abatement Materials Labor, Travel, & Rentals | \$22,977.64 | \$22,977.64 |
| 8 | | | | |
| 9 | 1 | Tower Lighting System | \$5,700.00 | \$5,700.00 |
| 10 | | | | |
| 11 | 1 | Labor & Travel for Lighting Installation | \$9,557.64 | \$9,557.64 |

| | |
|--------------|--------------------|
| SubTotal | \$64,107.28 |
| Sales Tax | \$0.00 |
| Shipping | \$0.00 |
| Total | \$64,107.28 |

Please contact me if I can be of further assistance.

JTS - STANDARD TERMS & CONDITIONS

1. ACCEPTANCE:

Proposal valid for thirty (30) days from date of quotation unless specifically stated otherwise by JTS. Acceptance of order/contract by JTS subject to credit approval. The Buyer agrees to, and is bound by, the terms and conditions expressed herein, unless objected to in writing by Buyer and accepted in writing by JTS. Buyer's acceptance of all or any part of the proposal is conclusive assent to abide by the terms and conditions herein. Where a conflict in terms & conditions exists, any terms and conditions as set forth in the TIPS Vendor Agreement/Contract shall override these.

2. TERMS:

- a. Net 30 days from date of invoice or as specified in proposal.
- b. Material cost is to be paid before any equipment is ordered.
- c. Invoice to be issued upon completion of pre-staging, pre-configuration, and pre-assembly.
- d. Final invoice to be issued upon completion of installation. If not paid by 30 days from date of invoice, as an additional remedy for lateness, there shall be paid a service charge at the rate of 1 ½% per month (or maximum legal rate) from the due date until paid.

3. PROGRESSIVE BILLING

On larger projects over \$50,000 we will adhere to progressive billing and will be set on a site by site bases and the invoices will be sent as milestones are met.

4. TAXES:

TIPS customers are exempt from sales taxes. Prices do not include excise, sales, use, privilege, import/export duties or any other tax, duty or assessment which may be imposed upon JTS. However, all such taxes, duties or assessments are the responsibility of the Buyer except where exempt.

5. CONTRACT CANCELLATION:

Purchase Order or contract may not be changed or cancelled without prior written approval by JTS. Any order cancelled, after any work has been performed by JTS, or related partners, such as Engineering Services, Fabricating, Mobilization, Installations, etc., will have a cancellation charge to be determined solely at the discretion of JTS, for whatever work has been performed. If Buyer so chooses, it shall have the right to receive the material already procured at time of cancellation at the quoted price. JTS reserves the right to change or modify the design or construction of any of its products and services, and to substitute materials or services equal to or superior in quality and construction to that originally specified.

6. CHANGE ORDERS:

Any change to the agreed to Scope of Work will result in a Change Order. All Change Orders will be formally presented to the customer for approval before moving forward with the Change Order. The Change Order will outline in detail the new Scope of Work and the costs affected by the new Scope of Work.

7. DELAYS:

For any delay due to Force Majeure, including but not limited to, Acts of God, fire, malicious mischief, insurrection, riot, war (declared or undeclared), explosions, epidemics, acts of Buyer, its employees, agents or subcontractors, strikes, freight embargoes, severe weather conditions or any other cause whatsoever beyond the control and without fault of JTS or its subcontractors, whether similar to or dissimilar from causes herein enumerated, then JTS shall not incur any liability consequential or otherwise for such delays and an equal extension of time within which to perform shall be allowed to JTS. Crew downtime incurred for any reason, including but not limited to, materials delays, defective materials, Buyers delays, shall be charged to Buyer at JTS' current rates for downtime/standby time.

8. DELIVERY:

- a. All prices are F.O.B. (freight on board) factory, site or nearest accessible point, unless stated otherwise in quotation.
- b. Buyer will be billed for freight charges, unless stated otherwise in quotation.
- c. JTS' responsibility ceases upon shipment/receipt of materials by carrier.
- d. JTS does not accept responsibility for damages or shortages which occur during transit.
- e. JTS will not accept responsibility once shipment is received and is damaged.
- f. JTS will ship materials by common carrier. Buyer must make careful inspection of materials when received and make all claims for damage or loss to delivering carrier upon arrival.
- g. Damaged shipment must be documented with photographs.
- h. Receiver is granted to accept part of the order that is NOT damaged and deny the damaged.
- i. All delivery times given by JTS are approximate dates and times only, unless specifically agreed to by JTS. JTS shall not incur any liability for downtime suffered by Buyer because of delayed delivery.

9. RETURNED PRODUCTS:

Prior written authorization from JTS is required for all returned products. When a return is authorized, it must be received within 30 days after shipment is received, freight prepaid to a destination of JTS' choice, and be in new condition. All returned products are subject to a restocking charge to be determined by JTS. Only products specifically approved for return by JTS will be considered for return and credit. Unusable products returned to JTS will be scrapped and no credit will be given.

10. INDEMNIFICATION:

Buyer shall protect, defend and indemnify JTS and its officers, directors and employees for, from and against all claims, demands, expenses (including reasonable attorney fees) and causes of action of every kind and character that arise out of or are related to the work under this agreement and are caused by or arise out of Buyer's negligence, willful misconduct or other acts or omissions which impose upon Buyer strict liability, and that result in personal injury, death, property loss or damage. If such claim, demand, expense or cause of action is caused by or arises out of the joint or concurrent negligence, willful misconduct or acts or omissions of JTS and Buyer each party shall indemnify the other to the extent of the indemnifying party's negligence, willful misconduct or omissions.

11. WARRANTY:

a. Sale of Materials: JTS passes through all manufacturer warranty to Buyer, that the products re-sold by JTS will be free from defects of material and workmanship for the period specified by that particular manufacturer. Products fabricated by JTS will be free from defects of material and workmanship for a period of one (1) year from date of shipment. JTS' sole obligation under these warranties will be limited, at JTS' option and expense, to either repairing or furnishing a replacement F.O.B. first point of shipment for the products or parts thereof which JTS determines do not conform with these warranties, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of JTS. JTS expressly provides that it is not responsible for labor costs involved in the re-installation of such products or parts. JTS does not warrant any material, product or labor not contracted for, manufactured or furnished by Seller. This warranty shall be effective only if Buyer installs all materials according to JTS' recommendations and specifications and that Buyer, during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL JTS BE LIABLE FOR CONSEQUENTIAL DAMAGES, NOR SHALL JTS' LIABILITY OF ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALES CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT. Any action for breach of warranty must be commenced within one year after the cause of action accrues.

b. Sale of Labor: In addition to the above warranty on materials, construction and installation labor through JTS' employees and subcontractors, JTS agrees to correct all construction and installations performed under this Agreement which proves to be defective in workmanship within a period of one (1) year from the date of substantial completion of the construction or installation project.

12. ASSIGNMENT:

JTS reserves the right to assign, transfer, subcontract or delegate responsibilities of order/contract, in whole or in part, without prior written approval of Buyer. Any such transfer does not relieve JTS from order/contract obligation to Buyer.

13. SITE/JOB CONDITIONS:

Buyer shall provide site access during normal business hours 7am-5pm Monday-Friday. Site(s) shall be readily accessible to standard vehicles, and in the event of civil construction or tower erection, accessible to standard mix trucks, semi-tractor and trailers, cranes etc., with adequate space for material delivery, storage, assembly/erection and have adequate space for equipment operation and equipment turn around during construction. Unless otherwise stated in JTS' proposal, concrete installation is based on normal soil conditions (4000 psi) as defined by E.I.A. Specification. responsibility of determining soil conditions rest with the Buyer unless geotechnical report is purchased by the customer. Site shall be free from overhead and underground obstructions for placement of guys, anchors foundations and conduit.

a. Normal Soil Conditions and Excavation Soils Analysis Required. After review of the soils report, if caissons or any form of bed rock excavation or blasting is required, this will result in changes to the foundation quotation.

b. Survey of proposed site required before installation of foundations.

c. It is assumed that the site is leveled and in the case that it is not, it will need to be re-engineered.

d. If actual site conditions are different from what was originally provided by customer outside of industry standards it may result in a change order.

e. Any customer work directive received during adverse weather conditions such as rain, snow, or ice will be subject to an additional cost not to exceed \$1,500 per day or delay of project until suitable weather conditions permit project completion within budget. In the event that more than 2 cumulative days is lost due to inclement weather the customer and the contractor will discuss options to either pay crew expenses or demobilize and remobilize the crew.

f. If any unsafe acts performed on site in JTS presence will be liable for work being ceased with possible change order not to exceed \$3000 per day.

g. If any unsafe acts and/ or unsafe conditions found on site, the customer will be liable for work being ceased with possible change order not to exceed \$3000 per day.

14. EXCLUSIONS FROM PROPOSAL PRICE:

Proposal prices does not include the following, unless specifically stated otherwise:

a. Blasting, drilling, use of jack hammer, sheet piling, pumping of water or other condition requiring special material or equipment for foundation installation.

b. Hauling in backfill.

c. Site clearing of any nature.

d. Restoration of any landscaping, fencing, crops or other improvements.

e. Permits, fees or licenses of any nature.

f. Rain, snow or ice weather conditions during installations of foundations or tower erections.

g. Union Labor.

h. Standby time while waiting for Buyer deliveries and delays during construction or inspections, as well as, delays in site access.

i. Engineering certifications, special insurance coverage (other than standard liability and workers' comp.) or any type of bond, or related bond fees.

j. Delivery of equipment to sites (unless specified in proposal)

k. Concrete coring, x-raying, scanning, penetrating radar or repairs.

l. Conduit runs, (unless specified in sales proposal)

m. Extra work beyond the scope of sales proposal.

n. Training related to special site or landlord circumstances, or special clothing or related monitoring equipment. Inclusion of any of the above constitutes a change order which shall be invoiced as an extra cost to Buyer.

15. STORAGE:

JTS reserves the right to apply storage charges of three-hundred and fifty dollars (\$350.00) per month for structures/equipment kept in our yard/warehouse beginning 60 days after original ship date.

16. STILL PHOTOGRAPHY:

VIDEO: JTS at all times reserves the right to take pictures or video of any or all of its products and services after installation for documentation or advertising purposes, except those which are under classified government control and agreed to in writing by JTS.

17. GOVERNING LAW:

Contracts formed as a result of this proposal and the performance thereof shall be governed by principles of contract law under the laws of the State of Texas. Jurisdiction to resolve any dispute arising hereunder is agreed to be the District Court of the State of Texas.

18. ENTIRE AGREEMENT:

These terms and conditions are solely for the benefit of JTS and Buyer hereto and, in addition to the proposal attached hereto, represent the entire and integrated agreement between the parties, and, unless specifically referenced herein, supersedes all prior negotiations, representations or agreements, either written or oral.