Lori Hendricks
Wagoner County Clerk

307 E. Cherokee St.
Wagoner, OK 74467
918.485.7716
Fax 918.485.7718

Invitation to Bid

The Board of County Commissioners, Wagoner County, Oklahoma is seeking sealed bids for the Erection and Installation of a 300' Guyed Tower on County-owned property located at 37001 E 660 Road, Locust Grove, OK 74352 (Yonkers Site). Project is to include the construction of concrete tower base, 3 guy anchors, and the erection of the tower and a tower grounding system. Proposals will include all material and labor to construct tower base, construct guy anchors, erection of tower and installation of grounding system. A mandatory pre-bid meeting will be held on October 4, 2012 at 9:00 AM, as stated in the Specifications.

Bid #5
Date Published: September 20 and 27, 2012 (Wagoner Tribune)
Bidding Period Closing Date and Hour: October 19, 2012 @ 4:00 PM
Sealed Bid Opening Date and Hour: October 22, 2012 @ 9:00 AM
Requesting Authority: Wagoner County

Bid submissions are to be: Addressed to:
Wagoner County Purchasing Agent
P O Box 156
Wagoner, OK 74477

Delivered to:
Wagoner County Purchasing Agent
307 E Cherokee
Wagoner, OK 74467

Please review the attached Terms and Conditions pertaining to the submission of this bid.

Please pay particular attention to Item 1 of the Terms and Conditions. This item specifies how the bid envelopes are to be identified to prevent inadvertent or premature opening of sealed bids. Your compliance will ensure consideration of your bid by the awarding body. Late bids will not be considered.

Included in this packet is a Non-Collusion Affidavit which must be signed and submitted as part of the bid.

This packet contains:
1. Invitation to Bid
2. Terms and Conditions for Bidding
3. Affidavit of Non-Collusion
4. Specifications
5. Bid Form
6. Insurance Requirements
7. Geotechnical Engineering Report
8. Structural Design Report

Lori Hendricks
Wagoner County Clerk
P O Box 156
Wagoner, OK 74477

Lori Hendricks
Wagoner County Clerk

307 E. Cherokee St.
Wagoner, OK
74467
918.485.7716
Fax 918.485.7718

TERMS AND CONDITIONS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID
NO EXCEPTIONS TO THESE TERMS AND CONDITIONS WILL BE CONSIDERED

1. Bids must be submitted on the included form only. Each bid shall be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed, showing the bid name and number in the lower left hand corner.

2. All bids shall be entered on the Bid Form enclosed or a copy thereof. Bids are to be typewritten or in ink. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.

3. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of the contract with Wagoner County.

4. Any exceptions or deviations from written specifications shall be identified in writing and attached to the bid form.

5. The enclosed Non-Collusion Agreement MUST be returned with the bid.

6. Wagoner County reserves the right to reject any and all bids and to waive any technicalities in the bidding.

7. Direct purchase of certain items of equipment or material by Wagoner County is exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases, the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax.

8. Bid must show number of days required for delivery under normal conditions. Contractor must keep the County advised at all times of the status of the order. For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval from the Purchasing Agent. Default in promised delivery date, or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge the full increase of cost and handling to defaulting contractor.

9. Bidder agrees to defend and save Wagoner County from and against all demands, claims, costs expense, damage and judgments based upon infringement of any patent to goods specified in this order or the ordinary use or operation of such goods

Lori Hendricks
Wagoner County Clerk

307 E. Cherokee St.
Wagoner, OK
74467
918.485.7716
Fax 918.485.7718

by the County or use or operation of such goods in accordance with the bidders' direction.

10. If the bid requires a written contract, the successful bidders shall execute a written contract with the County within ten (10) days after submission of the contracts to said bidder.

11. Each bidder must deposit, with the proposal, security in the amount of five percent (5%) of the base bid as a guarantee of good faith in the form of a Cashier's Check, or acceptable Bidder's Bond payable, without exception, to Wagoner County.

12. The awarded bidder will be required to furnish a Performance Bond, Statutory Bond, and Maintenance Bond.

13. Successful bidder will be required to furnish their own Workman's Compensation Insurance and General Liability Insurance as specified in the bid packet.

14. Successful bidder is responsible for obtaining all required permits from Wagoner Metro Area Planning Commission located at 306 E Cherokee St., Wagoner, OK 74467. Phone: 918-485-8123

Lori Hendricks
Wagoner County Clerk

307 E. Cherokee St.
Wagoner, OK
74467
918.485.7716
Fax 918.485.7718

AFFIDAVIT OF NON-COLLUSION

I, the undersigned, of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or in any discussion between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

(Typed/Printed)
Name:_____ Title:_____

Signature: _____

Firm: _____ Address: _____

City:_____ State:_____ Zip:_____

Phone: _____ Fax:_____

Subscribed and sworn before me this _____ day of _____, 200____.

_____
Signature: Notary Public (Clerk or Judge)

My commission expires _____

Bid Specification

Installation of 300' Guyed Communications Tower

1) OVERVIEW

a) The Wagoner County Board of Commissioners requests proposals from interested and qualified firms to erect and install a 300' Guyed Tower on County owned property located at 37001 E 660 Road, Locust Grove, OK 74352(Yonkers Site). Installation and erection will include the construction of concrete tower base, 3 guy anchors, and the erection of the tower and a tower grounding system. The tower has already been purchased by the County from Rogers Consulting. A Structural Design Report has been provided by the supplier. Proposals will include all material and labor to construct tower base, construct guy anchors, erection of the tower and installation of grounding system.

2) PROJECT SPECIFICATIONS

a) Tower Installation
   i) Bidders shall quote on the installation and erection of the communications tower in accordance with the site plan and structural design report provided by Rogers Consulting.
   ii) Any tower members that sustain damage shall be reported to the owner.
   iii) Correction of damage shall not be done by the bidder without approval of the Owner
   iv) The bidder shall maintain a check of tower plumbness during all phases of the erection work.
   v) Field modifications including welding or burning of holes in members is not allowed. No field welding of tower members will be allowed without the owner's approval and certification by an independent laboratory.
   vi) The bidder shall provide a dedicated, full-time supervisor. The supervisor shall be assigned and available through all phases of construction. Responsibilities include, but are not limited to: verification of tower and anchor locations; erection of tower; joint inspection of construction.
   vii) All work shall be in accordance with accepted industrial standards, OSHA standards and in accordance with Federal, State and local Regulations
   viii) All permits and licensing shall be the responsibility of the bidder.

b) Tower Grounding
   i) Bidders shall quote the installation of a tower grounding system as described in the Harris Corp. Site Grounding and Lightning Protection installation manual number AE/LZT 123 4618/1 Rev. D for a guyed tower.
   ii) Bidders shall quote Chemical Grounding of the Yonkers Tower as an option for the County.

c) Building Grounding
   i) Bidder shall quote ground ring for the structure at the Yonkers Site.
   ii) Bidder shall quote tying into the existing grounding at the American Tower Site located at 27652 E 101st, Broken Arrow, OK 74429.

d) Fencing
   i) Bidders shall provide fence around the structures and the guyed anchor points at the Yonkers site.
      (1) Fence perimeter will be approximately 60' x 60' with a 4' walkway gate and a 12' loading gate. Each guyed anchor will also be fenced accordingly.

(2) The fence shall be six (6) foot chain link fence with barbed wire on the top and a strand at the bottom.
(3) This shall be quoted as an option for the County

e) Pre Bid Meeting
   i) All bidders will be required to Travel to the Yonkers Site for inspection of the area and roads. Interested bidders will meet at the E-911 Office at the Wagoner County Courthouse on Thursday, October 4 at 9:00 AM and travel to the jobsite from there. Failure to appear will result in bid not being eligible.

3) **Safety Measures**
   a) Contractor shall take all necessary precautions for the safety of employees on the worksite and shall erect and properly maintain at all times, as required on job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public.

Lori Hendricks
Wagoner County Clerk

307 E. Cherokee St.
Wagoner, OK 74467
918.485.7716
Fax 918.485.7718

BID FORM

INVITATION FOR SEALED BIDS FOR THE
INSTALLATION AND ERECTION OF A 300' GUYED TOWER

DATE AND TIME OF OPENING: _____

Bidder agrees to furnish Wagoner County with INSTALLATION AND ERECTION OF A 300' GUYED TOWER PER ATTACHED SPECIFICATIONS.

	OPTION 1 GROUNDING SYSTEM	OPTION 2 CHEMICAL GROUNDING
TOWER INSTALLATION:	$_____	$_____
TOWER GROUNDING :	$_____	$_____
BUILDING GROUNDING (FOR BOTH SITES):	$_____	$_____
TOTAL	$_____	$_____

OPTIONAL FENCING: $_____

The undersigned acknowledges receipt of the following Addenda. (Give number and date of each):

_____

_____

_____

Delivery will be available in not more than _____ days after receipt of order.

I have examined the terms and specifications and instructions to bidders herein, and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ FIRM NAME: _____

ADDRESS: _____

PHONE NO: _____ DATE: _____

Lori Hendricks
Wagoner County Clerk

307 E. Cherokee St.
Wagoner, OK 74467
918.485.7716
Fax 918.485.7718

INSURANCE REQUIREMENTS

The CONTRACTOR (and any subcontractors) shall carry and keep in force during this Agreement policies of insurance in minimum amount as set forth below, as required in Article 21 of the General Conditions, and/or as required by the laws of the State of Oklahoma. The Contractor shall also furnish an Owner's Policy in the same amounts with Wagoner County as the named assured, issued by the same insurance company as the Contractor's Liability Coverage.

Personal Injury, Each Person	$1,000,000.00
Personal Injury, Each Accident	$1,000,000.00
Property Damage, Each Occurrence	$1,000,000.00
Property Damage, Aggregate	$1,000,000.00

Employer's Liability and Workers' Compensation in the amounts as required by law.

Automobile and Trucks Owned, Hired and Non-Owned

Personal Injury	$1,000,000.00
Personal Injury, Each Accident	$1,000,000.00
Property Damage, Each Accident	$1,000,000.00

The CONTRACTOR shall furnish certificates of such insurance which shall provide that in the event of any material change or cancellation of said policies, the company will give Wagoner County, OWNER, fifteen (15) days written notice.

Wagoner County shall be named as an Additional Insured on CONTRACTOR'S Insurance Policy.

Statements such as "will endeavor" and "but failure to notify" owner shall impose no obligation or liability of any land upon the company" shall not be allowed.

Special coverage for any blasting operations or use of explosives shall be listed separately on the certificates.

All insurance must be executed by a company licensed to do business in the State of Oklahoma, and must be acceptable to the Board, Wagoner County.

Geotechnical Engineering Report

Proposed 300-foot Guyed Tower

Locust Grove, Oklahoma

March 15, 2012

Terracon Project No. 04125044

Prepared for:
Wagoner County
Wagoner, Oklahoma

Prepared by:
Terracon Consultants, Inc.
Tulsa, Oklahoma

Offices Nationwide Established in 1965
Employee-Owned terracon.com

Terracon

Geotechnical ■ Environmental ■ Construction Materials ■ Facilities

March 15, 2012

Terracon

Wagoner County
307 East Cherokee, 2nd Floor
Wagoner, OK 74467

Attn: Mr. Micheal Miller
P: [918] 485-7728
E: wagonercountye911@gmail.com

Re: Geotechnical Engineering Report
Proposed 300-foot Guyed Tower
Locust Grove, Oklahoma
Terracon Project No. 04125044

Dear Mr. Miller:

Terracon Consultants, Inc. (Terracon) has completed the geotechnical engineering services for the above referenced project. This study was performed in general accordance with our Proposal No. P04120079, dated February 21, 2012. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning the design and construction of the communication tower foundation.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely,

Terracon Consultants, Inc.
Cert. Of Auth. #CA-4531 exp. 6/30/13

Atefeh Fathi, E.I.
Project Manager

REGISTERED PROFESSIONAL ENGINEER
3/15/12
CONRAD S. KOEHLER
20784
OKLAHOMA

Conrad S. Koehler, P.E.
Oklahoma No. 20784

AF:CSK:tm

Enclosures
Addressee (3 via US Mail and 1 via email)

TABLE OF CONTENTS

Page

1.0 INTRODUCTION 1
2.0 PROJECT INFORMATION 1
2.1 Project Description 1
2.2 Site Location and Description 1
3.0 SUBSURFACE CONDITIONS 2
3.1 Typical Subsurface Profile 2
3.2 Groundwater 2
4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION 3
4.1 Tower Foundation 3
4.1.1 Design Recommendations – Shallow Footing 3
4.1.2 Shallow Footing Foundation Construction Considerations 4
4.2 Anchor Blocks 4
4.2.1 Anchor Block Construction Considerations 5
4.3 Seismic Considerations 6
5.0 GENERAL COMMENTS 6

APPENDIX A – FIELD EXPLORATION
Exhibit A-1 Field Exploration Description
Exhibit A-2 Site Location Map
Exhibit A-3 Boring Location Plan
Exhibit A-4 Boring Logs

APPENDIX B – LABORATORY TESTING
Exhibit B-1 Laboratory Testing

APPENDIX C – SUPPORTING DOCUMENTS
Exhibit C-1 General Notes
Exhibit C-2 Unified Soil Classification
Exhibit C-3 General Notes – Description of Rock Properties

GEOTECHNICAL ENGINEERING REPORT
PROPOSED 300-FOOT GUYED TOWER
LOCUST GROVE, OKLAHOMA

Terracon Project No. 04125044
March 15, 2012

1.0 INTRODUCTION

This report presents the results of our geotechnical engineering services performed for the proposed guyed communication tower located at 37001 E0660 Road in Locust Grove, Oklahoma. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- subsurface soil and rock conditions
- groundwater conditions
- foundation design and construction
- seismic considerations

2.0 PROJECT INFORMATION

2.1 Project Description

ITEM	DESCRIPTION
Site layout	See Exhibit A, Figure A-3
Structures	300-foot guyed communication tower with guy anchors at approximate 120 degree angular separations.
Maximum loads	Unknown at this time
Grading	Minimum cuts and fills – assumed at less than 2 feet

2.2 Site Location and Description

ITEM	DESCRIPTION
Location	37001 E0660 Road, Locust Grove, Oklahoma
Existing Improvements	Undeveloped
Current ground cover	Grass
Existing topography	Relatively flat to gently sloping.

3.0 SUBSURFACE CONDITIONS

3.1 Typical Subsurface Profile

Specific conditions encountered at each boring location are indicated on the individual boring logs. Stratification boundaries on the boring logs represent the approximate location of changes in soil and rock types; in-situ, the transition between materials may be gradual. Details for each of the borings can be found on the boring logs included in Appendix A of this report. Based on the results of the borings, subsurface conditions on the project site can be generalized as follows:

Description	Approximate Depth to Bottom of Stratum	Material Encountered	Consistency/Density
Surface	2 inches	Topsoil	N/A
Stratum 1	5 to 5.5 feet	Lean clay and lean to fat clay	Soft to very stiff
Stratum 2	Termination depth of the borings at 5.5 to 17.5 feet	Weathered sandstone and sandstone with varying amounts of clay and shale seams	Poorly cemented to cemented

Moisture content tests were conducted on selected samples and the test results are presented on the boring logs in Appendix A.

3.2 Groundwater

The boreholes were observed while drilling for the presence and level of groundwater. The depths where groundwater was encountered are shown on the table below.

Boring Number	Depth to Groundwater While Drilling (feet)	Depth to Groundwater After Boring (feet)
B-1	NE to rock coring at 7.5 ft.	-
B-2	NE	NE
B-3	NE to rock coring at 9 ft.	-
B-4	NE	NE
NE – Not Encountered		

The groundwater level observations made during our exploration provide an indication of the groundwater conditions at the time the borings were drilled. Longer monitoring in piezometers or cased holes, sealed from the influence of surface water, would be required to evaluate longer-term groundwater conditions. During some periods of the year, perched water could be present at various depths. Fluctuations in groundwater levels should be

expected throughout the year depending upon variations in the amount of rainfall, runoff, evaporation, and other hydrological factors not apparent at the time the borings were performed.

4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION

4.1 Tower Foundation

Design recommendations for the tower foundation are presented in the following sections. We recommend the tower footing bear in the very stiff native clay encountered below depths of approximately 2 feet (in Boring B-1). The following values can be used for the design of new foundations.

4.1.1 Design Recommendations - Shallow Footing

DESCRIPTION	SHALLOW FOOTING
Net allowable bearing pressure [1]	3,000 psf
Minimum width	36 inches
Minimum embedment (depth below lowest final adjacent grade) [2]	24 inches
Estimated total movement	1 inch or less
Allowable passive pressure [3]	750 psf
Coefficient of sliding friction [4]	0.30

1. Recommended bearing pressure is based on the footing bearing in the very stiff native clay that was encountered at borings at approximately 2 feet below the existing ground surface. The recommended net allowable bearing pressure is the pressure at the footing base elevation in excess of the minimum surrounding overburden pressure. A representative of the geotechnical engineer should observe footing excavations to verify that soils suitable for the design bearing pressure are encountered.
2. Minimum depth will provide frost protection for footings.
3. Allowable passive pressure value considers a factor of safety of about 2. Passive pressure value applies to undisturbed native clay or properly compacted fill. If formed footings are constructed, the space between the formed side of a footing and excavation sidewall should be cleaned of all loose material, debris, and water and backfilled with tested and approved, cohesive fill compacted to at least 95 percent of the material's standard Proctor dry density. Passive resistance should be neglected for the upper 2 feet of the soil below the final adjacent grade due to strength loss from freeze-thaw and shrink-swell.
4. Coefficient of friction value is an ultimate value and does not contain a factor of safety.

Uplift resistance for spread footing foundations may be computed as the sum of the weight of the foundation element and the weight of the soil overlying the foundation. We recommend using a soil unit weight of 110 pounds per cubic foot (pcf) for engineered fill overlying the

footing placed as described in this section of this report. We recommend a minimum factor of safety of 1.5 be used for uplift calculations.

4.1.2 Shallow Footing Foundation Construction Considerations

We recommend the base of all footing excavations be observed and evaluated by the geotechnical engineer prior to placing reinforcing steel and concrete. If unsuitable materials are encountered at the design bearing level, the footing should be extended deeper to encounter suitable soil or rock.

Care should be taken to prevent wetting or drying of the bearing materials during construction. Any extremely wet or dry material, or any loose or disturbed material in the bottom of the footing excavations, should be removed prior to placing concrete. The potential for wetting or drying of the bearing materials can be reduced by placing concrete as soon as possible after completing the footing excavation and evaluating the bearing strata.

4.2 Anchor Blocks

Anchor blocks used to restrain the tower are designed to resist both vertical (uplift) and horizontal components of tensile forces in the guy wires. Uplift forces are resisted by the dead weight of the anchor block and friction between the sides of the anchor block and surrounding soil/rock, provided the sides of the block are cast in direct contact with undisturbed natural materials. The horizontal component can be resisted by the passive pressure of soil/rock acting on the vertical side of the block facing the tower.

The following table presents allowable design criteria for the tower's anchor blocks. These values can be used to design of new anchor blocks. In the table, the allowable side friction and passive pressure values have safety factors of approximately 2. A factor of safety has not been applied to the undrained cohesion values. Design parameters shown in the table are applicable to the natural, undisturbed soils and rock, and should not be applied to disturbed materials or newly placed fill materials. Because soil strength varies due to frost action and moisture variations, we recommend neglecting passive and frictional resistances for the soils/rock within 3 feet of the ground surface.

Boring No/ Depth (feet)	Unit Weight (pcf)	Allowable Side Friction [1]		Allowable Passive Pressure [1]		Estimated Shear Strength Parameters	
		Initial Value (psf)	Increase Per Foot of Depth (psf)	Initial Value (psf)	Increase Per Foot of Depth (psf)	Undrained Cohesion (psf)	Internal Friction Angle (degrees)
B-2							
0 – 3	110	---	---	---	---	---	---
3 – 5	110	150	---	500	---	500	0
5 – 10	120	1,500	---	8,000	---	---	38
B-3							
0 – 3	110	---	---	---	---	---	---
3 – 5.5	110	300	---	1,500	---	1,500	0
5.5 – 15	120	1,500		8,000	---	---	38
B-4							
0 – 3	110	---	---	---	---	---	---
3 – 4	110	300	---	1,500	---	1,500	0
4 – 5.5	120	2,000	---	15,000	---	---	38

1. The allowable passive pressure and skin friction are based on a rectangular pressure distribution for clay and bedrock. Because of the potential effects of shrink/swell, freeze/thaw, and drilling disturbance, the passive pressure and skin friction should be ignored for soil within 3 feet of the final adjacent grade.

If it is desired to use backfill materials to develop uplift resistance for anchor blocks, we recommend assuming a design soil unit weight not to exceed 110 pounds per cubic foot. This assumes the backfill above the anchor block will be compacted to at least 95 percent of the maximum laboratory dry unit weight determined according to the standard Proctor procedure (ASTM Specification D-698).

4.2.1 Anchor Block Construction Considerations

Sandstone bedrock was encountered at depths of about 5 feet below the existing surface. The sandstone will be difficult to excavate. Based on our experience, it should be feasible to excavate the sandstone using large, heavy-duty equipment fitted with rock excavation attachments. Special excavation techniques, such as the use of pneumatic hammers will be required for well-cemented seams and below auger refusal depths.

Anchor block excavations should be free of loose and disturbed material, debris, and water when concrete is placed. Concrete should be placed as soon as possible after excavation is completed to reduce the potential for wetting, drying, or disturbance of the soil and rock materials.

4.3 Seismic Considerations

Code Used	Site Classification
2006 International Building Code (IBC) [1]	C

1. In general accordance with the *2006 International Building Code*, Table 1613.5.2.

5.0 GENERAL COMMENTS

Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide observation and testing services during grading, excavation, foundation construction and other earth-related construction phases of the project.

The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between borings, across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.

APPENDIX A
FIELD EXPLORATION

Field Exploration Description

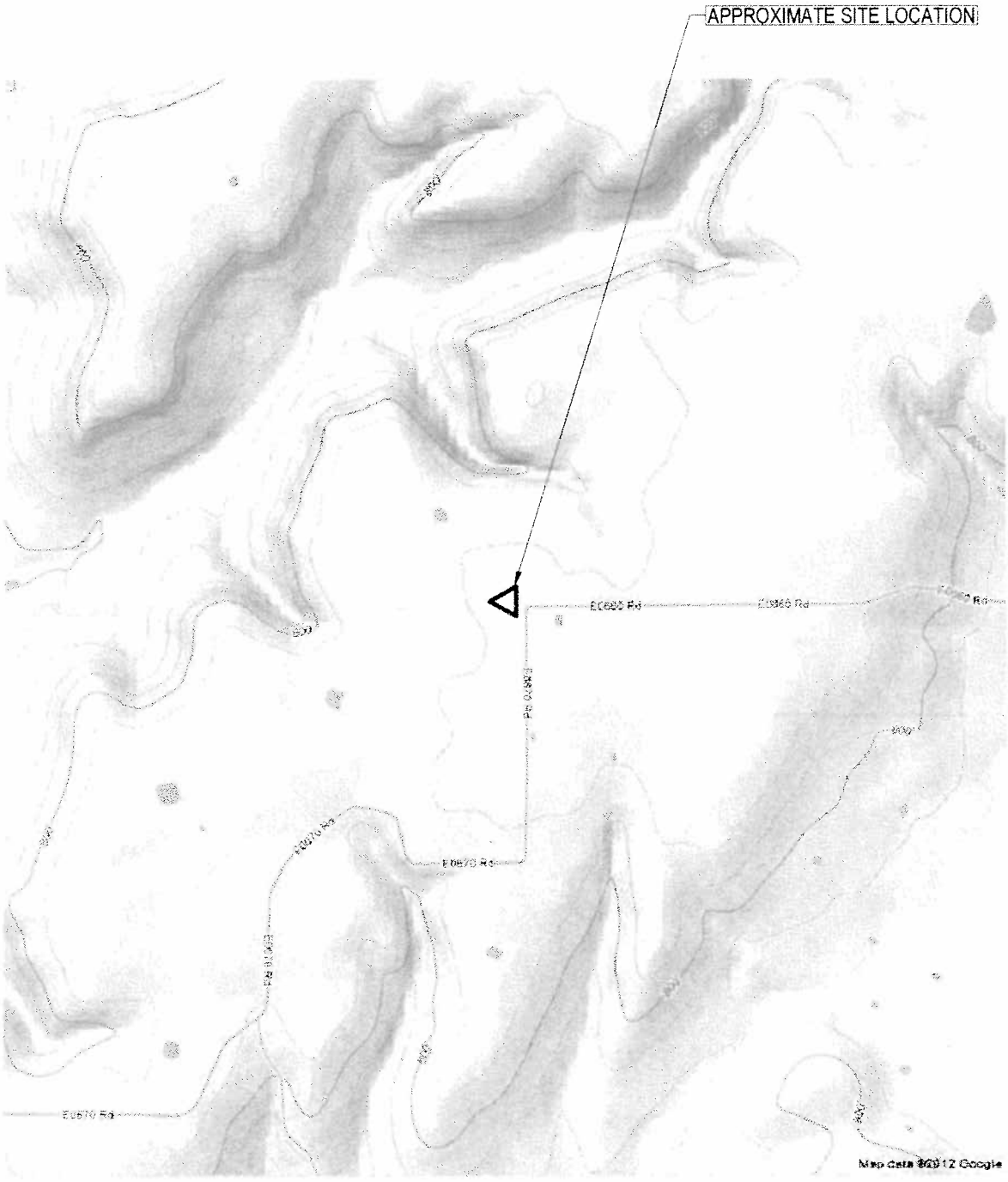
We drilled our borings near the tower center and guy anchor locations which were staked in the field by others. The borings were drilled with an ATV-mounted rotary drill rig using continuous flight augers to advance the boreholes. Samples of the soil encountered in the borings were obtained using the split barrel sampling procedure.

In the split-barrel sampling procedure, the number of blows required to advance a standard 2-inch O.D. split-barrel sampler the last 12 inches of the typical total 18-inch penetration by means of a 140-pound auto-hammer with a free fall of 30 inches, is the standard penetration resistance value (SPT-N). This value is used to estimate the in-situ relative density of cohesionless soils and consistency of cohesive soils and the hardness of rock.

An automatic SPT hammer was used to advance the split-barrel sampler in the borings performed on this site. A significantly greater efficiency is achieved with the automatic hammer compared to the conventional safety hammer operated with a cathead and rope. This higher efficiency has an appreciable effect on the SPT-N value. The effect of the automatic hammer's efficiency has been considered in the interpretation and analysis of the subsurface information for this report.

Core samples of the bedrock were obtained with an NX-size diamond-bit core barrel at the boring. Rock quality designation (RQD) and percent recovery (REC) values were determined for each rock core run. The RQD is an index obtained by summing the lengths of recovered rock core pieces which are 4 inches in length or longer divided by the total length of core run. The RQD and REC values are shown on the boring log.

A field log of each boring was prepared by the drill crew. These logs included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. Final boring logs included with this report represent the engineer's interpretation of the field logs and include modifications based on laboratory observation and tests of the samples.



N

1600 0 800 1600

APPROXIMATE SCALE IN FEET

Project Mngr: AF Drawn By: DC Checked By: AF Approved By: CSK	Project No: 04125044 Scale: SEE BAR SCALE File No: 04125044 Date: MARCH 2012	Terracon Consulting Engineers and Scientists 10930 EAST 56th STREET TULSA, OKLAHOMA 74146 PH (918) 250-0461 FAX (918) 250-4570	SITE LOCATION MAP GEOTECHNICAL EXPLORATION PROPOSED 300-FOOT GUYED TOWER LOCUST GROVE, OKLAHOMA	EXHIBIT NO. A-2

100 0 50 100

APPROXIMATE SCALE IN FEET

N

LEGEND
BORING LOCATION

DIAGRAM IS FOR GENERAL LOCATION ONLY
AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Mngr	AF
Drawn By	DC
Checked By	AF
Approved By	CSK

Project No	04125044
Scale	SEE BAR SCALE
File No	04125044
Date	MARCH 2012

Terracon
Consulting Engineers and Scientists
10930 EAST 56th STREET TULSA, OKLAHOMA 74146
PH (918) 250-0461 FAX (918) 250-4570

BORING LOCATION PLAN

GEOTECHNICAL EXPLORATION

PROPOSED 300-FOOT GUYED TOWER

LOCUST GROVE, OKLAHOMA

EXHIBIT NO.

A-3

LOG OF BORING NO. B-1

CLIENT: **Wagoner County**

SITE: **37001 E0660 Road, Locust Grove, Oklahoma**

PROJECT: **300-foot Guyed Tower**

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES SPT-N BLOWS / ft.	TESTS WATER CONTENT, %	TESTS DRY UNIT WT pcf	TESTS UNCONFINED COMPRESSION, psf
	Approx. Surface Elev.: 97.5 ft									
	2" Topsoil				PA					
	LEAN CLAY with root hairs, mottled brown, medium stiff		CL	1	SS	6	6	15		
2	95.5									
	LEAN TO FAT CLAY mottled brown and olive-brown, very stiff		CL CH	2	SS	14	15	24		
					HS					
5	92.5	5								
	SANDSTONE+ with shale seams, brown, cemented			3	SS	1	50/3"	11		
					HS					
				4	DB	88%	RQD 0%			
		10		5	DB	100%	RQD 43%			
		15		5	DB	100%	RQD 81%			6600 psi
17.5	80									
	BOTTOM OF BORING Auger refusal at 7.5 feet +Classification estimated from disturbed samples. Core samples and petrographic analysis may reveal other rock types.									

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

WATER LEVEL OBSERVATIONS, ft			
WL	WD	AB	
WL			
WL	N/E to 7.5 ft WD		

Terracon

BORING STARTED	3-1-12		
BORING COMPLETED	3-1-12		
RIG	ATV	FOREMAN	JT
APPROVED	CSK	JOB #	04125044

BOREHOLE BORING LOGS-5044.GPJ 2011 TULSA.GDT 3/15/12

LOG OF BORING NO. B-2

CLIENT: Wagoner County

SITE: 37001 E0660 Road, Locust Grove, Oklahoma

PROJECT: 300-foot Guyed Tower

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES SPT-N BLOWS / ft.	TESTS WATER CONTENT, %	TESTS DRY UNIT WT pcf	TESTS UNCONFINED COMPRESSION, psf
	Approx. Surface Elev.: 99 ft									
	2" Topsoil				PA					
	LEAN CLAY mottled brown and reddish-brown, medium stiff		CL	1	SS	11	4	19		
2	97									
	LEAN TO FAT CLAY mottled brown and olive-brown, medium stiff		CL CH	2	SS	12	5	32		
					PA					
5	94	5								
	WEATHERED SANDSTONE+ with clay seams, olive-brown and brown, poorly cemented			3	SS	10	45	17		
					PA					
				4	SS	8	13/6" 50/3"	15		
10	89	10			PA					
	BOTTOM OF BORING Auger refusal at 10 feet +Classification estimated from disturbed samples. Core samples and petrographic analysis may reveal other rock types.									

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

WATER LEVEL OBSERVATIONS, ft			
WL	N/E	WD	N/E AB
WL			
WL			

Terracon

BORING STARTED	3-1-12		
BORING COMPLETED	3-1-12		
RIG	ATV	FOREMAN	JT
APPROVED	CSK	JOB #	04125044

BOREHOLE BORING LOGS-5044.GPJ 2011 TULSA.GDT 3/15/12

LOG OF BORING NO. B-3

CLIENT: **Wagoner County**

SITE: **37001 E0660 Road, Locust Grove, Oklahoma**

PROJECT: **300-foot Guyed Tower**

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES SPT-N BLOWS / ft.	TESTS WATER CONTENT, %	TESTS DRY UNIT WT pcf	TESTS UNCONFINED COMPRESSION, psf
	Approx. Surface Elev.: 93.5 ft									
	2" Topsoil				PA					
	LEAN CLAY with root hairs, mottled brown, soft		CL	1	SS	8	3	19		
	2 91.5									
	LEAN CLAY with sandstone seams, olive-brown and brown, very stiff		CL	2	SS	12	33	19		
					PA					
	5.5 88	5	CL	3	SS	6	20/6" 50/5"	10		
	WEATHERED SANDSTONE+ with clay seams, olive-brown and brown, poorly cemented				PA					
				4	SS	1	50/1"	8		
	(cemented sandstone seam at 9 feet)	10		5	DB	8%	RQD 0%			
	15 78.5			6	DB	100%	RQD 42%			
	BOTTOM OF BORING	15								
	Auger refusal at 9 feet									
	+Classification estimated from disturbed samples. Core samples and petrographic analysis may reveal other rock types.									

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

WATER LEVEL OBSERVATIONS, ft			
WL	WD	AB	
WL			
WL	N/E to 9 ft WD		

Terracon

BORING STARTED	3-1-12		
BORING COMPLETED	3-1-12		
RIG	ATV	FOREMAN	JT
APPROVED	CSK	JOB #	04125044

BOREHOLE BORING LOGS-5044.GPJ 2011 TULSA.GDT 3/15/12

LOG OF BORING NO. B-4

CLIENT: **Wagoner County**

SITE: **37001 E0660 Road, Locust Grove, Oklahoma**

PROJECT: **300-foot Guyed Tower**

Approx. Surface Elev.: 100 ft

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES NUMBER	SAMPLES TYPE	SAMPLES RECOVERY, in.	SAMPLES SPT-N BLOWS / ft.	TESTS WATER CONTENT, %	TESTS DRY UNIT WT pcf	TESTS UNCONFINED COMPRESSION, psf
	2" Topsoil				PA					
	LEAN CLAY with root hairs, brown, medium stiff	2	CL	1	SS	6	6	14		
	LEAN TO FAT CLAY mottled olive-brown, very stiff	4	CL CH	2	SS	10	20	24		
	SANDSTONE+ olive-brown, cemented	5.5			PA					
	BOTTOM OF BORING	5		3	SS	0	10/0"			
	Auger refusal at 5.5 feet									
	+Classification estimated from disturbed samples. Core samples and petrographic analysis may reveal other rock types.									

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

WATER LEVEL OBSERVATIONS, ft				
WL	▽ N/E	WD	▼ N/E	AB
WL	▼		▼	
WL				

Terracon

BORING STARTED	3-1-12		
BORING COMPLETED	3-1-12		
RIG	ATV	FOREMAN	JT
APPROVED	CSK	JOB #	04125044

BOREHOLE BORING LOGS-5044.GPJ 2011 TULSA.GDT 3/15/12

APPENDIX B
LABORATORY TESTING

Laboratory Testing

Samples retrieved during the field exploration were taken to the laboratory for further observation by the project geotechnical engineer and were classified in accordance with the Unified Soil Classification System (USCS) described in Appendix A. The field descriptions were modified as necessary and an applicable laboratory testing program was formulated to determine engineering properties of the subsurface materials. The field descriptions were modified as necessary and an applicable laboratory testing program was formulated to determine engineering properties of the subsurface materials.

Laboratory tests were conducted on selected soil samples. The laboratory test results are presented on the boring logs next to the respective samples. Laboratory tests were performed in general accordance with the applicable ASTM, local or other accepted standards.

Selected soil samples obtained from the site were tested for the following engineering properties:

- Water content
- Unconfined compression test

APPENDIX C
SUPPORTING DOCUMENTS

GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

SS:	Split Spoon – 1-3/8" I.D., 2" O.D., unless otherwise noted	HS:	Hollow Stem Auger
ST:	Thin-Walled Tube - 2" O.D., unless otherwise noted	PA:	Power Auger
RS:	Ring Sampler - 2.42" I.D., 3" O.D., unless otherwise noted	HA:	Hand Auger
DB:	Diamond Bit Coring - 4", N, B	RB:	Rock Bit
BS:	Bulk Sample or Auger Sample	WB:	Wash Boring or Mud Rotary

The number of blows required to advance a standard 2-inch O.D. split-spoon sampler (SS) the last 12 inches of the total 18-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value".

WATER LEVEL MEASUREMENT SYMBOLS:

WL:	Water Level	WS:	While Sampling	N/E:	Not Encountered
WCI:	Wet Cave in	WD:	While Drilling		
DCI:	Dry Cave in	BCR:	Before Casing Removal		
AB:	After Boring	ACR:	After Casing Removal		

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. Groundwater levels at other times and other locations across the site could vary. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels may not be possible with only short-term observations.

DESCRIPTIVE SOIL CLASSIFICATION: Soil classification is based on the Unified Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

CONSISTENCY OF FINE-GRAINED SOILS

Unconfined Compressive Strength, Qu, psf	Standard Penetration or N-value (SS) Blows/Ft.	Consistency
< 500	<2	Very Soft
500 – 1,000	2-3	Soft
1,001 – 2,000	4-6	Medium Stiff
2,001 – 4,000	7-12	Stiff
4,001 – 8,000	13-26	Very Stiff
8,000+	26+	Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS

Standard Penetration or N-value (SS) Blows/Ft.	Ring Sampler (RS) Blows/Ft.	Relative Density
0 – 3	0-6	Very Loose
4 – 9	7-18	Loose
10 – 29	19-58	Medium Dense
30 – 49	59-98	Dense
50+	99+	Very Dense

RELATIVE PROPORTIONS OF SAND AND GRAVEL

Descriptive Term(s) of other Constituents	Percent of Dry Weight
Trace	< 15
With	15 – 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY

Major Component of Sample	Particle Size
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75 mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 Sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other Constituents	Percent of Dry Weight
Trace	< 5
With	5 – 12
Modifiers	> 12

PLASTICITY DESCRIPTION

Term	Plasticity Index
Non-plastic	0
Low	1-10
Medium	11-30
High	30+

Exhibit C-1

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests [A]					Soil Classification	
					Group Symbol	Group Name [B]
Coarse Grained Soils: More than 50% retained on No. 200 sieve	**Gravels:** More than 50% of coarse fraction retained on No. 4 sieve	**Clean Gravels:** Less than 5% fines [C]	$Cu \geq 4$ and $1 \leq Cc \leq 3$ [E]		GW	Well-graded gravel [F]
			$Cu < 4$ and/or $1 > Cc > 3$ [E]		GP	Poorly graded gravel [F]
		Gravels with Fines: More than 12% fines [C]	Fines classify as ML or MH		GM	Silty gravel [F,G,H]
			Fines classify as CL or CH		GC	Clayey gravel [F,G,H]
	Sands: 50% or more of coarse fraction passes No. 4 sieve	**Clean Sands:** Less than 5% fines [D]	$Cu \geq 6$ and $1 \leq Cc \leq 3$ [E]		SW	Well-graded sand [I]
			$Cu < 6$ and/or $1 > Cc > 3$ [E]		SP	Poorly graded sand [I]
		Sands with Fines: More than 12% fines [D]	Fines classify as ML or MH		SM	Silty sand [G,H,I]
			Fines Classify as CL or CH		SC	Clayey sand [G,H,I]
Fine-Grained Soils: 50% or more passes the No. 200 sieve	**Silts and Clays:** Liquid limit less than 50	**Inorganic:**	PI > 7 and plots on or above "A" line [J]		CL	Lean clay [K,L,M]
			PI < 4 or plots below "A" line [J]		ML	Silt [K,L,M]
		Organic:	Liquid limit - oven dried	< 0.75	OL	Organic clay [K,L,M,N]
			Liquid limit - not dried			Organic silt [K,L,M,O]
	Silts and Clays: Liquid limit 50 or more	**Inorganic:**	PI plots on or above "A" line		CH	Fat clay [K,L,M]
			PI plots below "A" line		MH	Elastic Silt [K,L,M]
		Organic:	Liquid limit - oven dried	< 0.75	OH	Organic clay [K,L,M,P]
			Liquid limit - not dried			Organic silt [K,L,M,Q]
Highly organic soils:	Primarily organic matter, dark in color, and organic odor				PT	Peat

[A] Based on the material passing the 3-in. (75-mm) sieve

[B] If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

[C] Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

[D] Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

[E] $Cu = D_{60}/D_{10}$ $\quad Cc = \dfrac{(D_{30})^2}{D_{10} \times D_{60}}$

[F] If soil contains ≥ 15% sand, add "with sand" to group name.

[G] If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

[H] If fines are organic, add "with organic fines" to group name.

[I] If soil contains ≥ 15% gravel, add "with gravel" to group name.

[J] If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

[K] If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

[L] If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.

[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

[N] PI ≥ 4 and plots on or above "A" line.

[O] PI < 4 or plots below "A" line.

[P] PI plots on or above "A" line.

[Q] PI plots below "A" line.

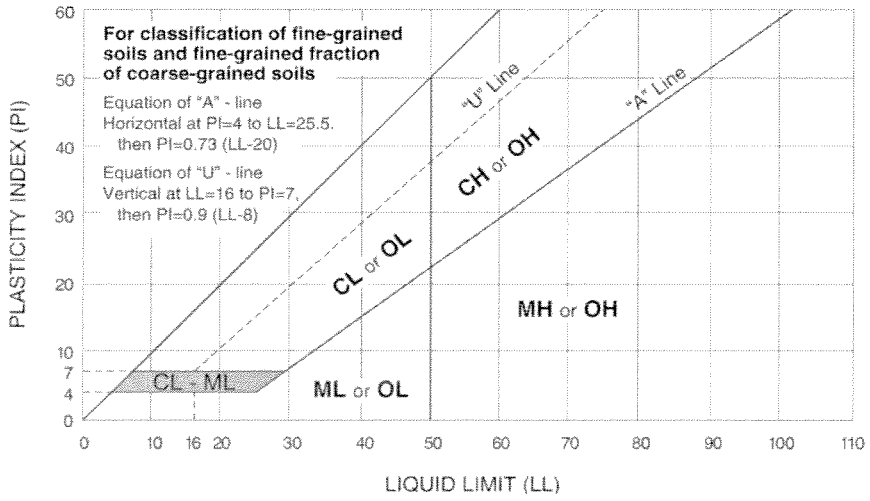


Exhibit C-2

GENERAL NOTES

Sedimentary Rock Classification

DESCRIPTIVE ROCK CLASSIFICATION:

Sedimentary rocks are composed of cemented clay, silt and sand sized particles. The most common minerals are clay, quartz and calcite. Rock composed primarily of calcite is called limestone; rock of sand size grains is called sandstone, and rock of clay and silt size grains is called mudstone or claystone, siltstone, or shale. Modifiers such as shaly, sandy, dolomitic, calcareous, carbonaceous, etc. are used to describe various constituents. Examples: sandy shale; calcareous sandstone.

LIMESTONE	Light to dark colored, crystalline to fine-grained texture, composed of $CaCo_3$, reacts readily with HCl.
DOLOMITE	Light to dark colored, crystalline to fine-grained texture, composed of $CaMg(CO_3)_2$, harder than limestone, reacts with HCl when powdered.
CHERT	Light to dark colored, very fine-grained texture, composed of micro-crystalline quartz ($Si0_2$), brittle, breaks into angular fragments, will scratch glass.
SHALE	Very fine-grained texture, composed of consolidated silt or clay, bedded in thin layers. The unlaminated equivalent is frequently referred to as siltstone, claystone or mudstone.
SANDSTONE	Usually light colored, coarse to fine texture, composed of cemented sand size grains of quartz, feldspar, etc. Cement usually is silica but may be such minerals as calcite, iron-oxide, or some other carbonate.
CONGLOMERATE	Rounded rock fragments of variable mineralogy varying in size from near sand to boulder size but usually pebble to cobble size (½ inch to 6 inches). Cemented together with various cementing agents. Breccia is similar but composed of angular, fractured rock particles cemented together.

PHYSICAL PROPERTIES:

DEGREE OF WEATHERING

Slight	Slight decomposition of parent material on joints. May be color change.
Moderate	Some decomposition and color change throughout.
High	Rock highly decomposed, may be extremely broken.

HARDNESS AND DEGREE OF CEMENTATION

Limestone and Dolomite:

Hard	Difficult to scratch with knife.
Moderately Hard	Can be scratched easily with knife, cannot be scratched with fingernail.
Soft	Can be scratched with fingernail.

Shale, Siltstone and Claystone

Hard	Can be scratched easily with knife, cannot be scratched with fingernail.
Moderately Hard	Can be scratched with fingernail.
Soft	Can be easily dented but not molded with fingers.

Sandstone and Conglomerate

Well Cemented	Capable of scratching a knife blade.
Cemented	Can be scratched with knife.
Poorly Cemented	Can be broken apart easily with fingers.

BEDDING AND JOINT CHARACTERISTICS

Bed Thickness	Joint Spacing	Dimensions
Very Thick	Very Wide	> 10′
Thick	Wide	3′ - 10′
Medium	Moderately Close	1′ - 3′
Thin	Close	2″ - 1′
Very Thin	Very Close	.4″ - 2″
Laminated	—	.1″ - .4″

Bedding Plane	A plane dividing sedimentary rocks of the same or different lithology.
Joint	Fracture in rock, generally more or less vertical or transverse to bedding, along which no appreciable movement has occurred.
Seam	Generally applies to bedding plane with an unspecified degree of weathering.

SOLUTION AND VOID CONDITIONS

Solid	Contains no voids.
Vuggy (Pitted)	Rock having small solution pits or cavities up to ½ inch diameter, frequently with a mineral lining.
Porous	Containing numerous voids, pores, or other openings, which may or may not interconnect.
Cavernous	Containing cavities or caverns, sometimes quite large.

Terracon

Sabre™ Towers & Poles

PROPOSAL

Prepared for:	**Rogers Consulting LTD Co**	**Proposal No.:**	**13-1205-JAC**	
	9010 FM 1585	**Date:**	**06/18/12**	**Page 1 of 4**
	Wolfforth, TX 79382	**Reference:**	**300' 3600SRWD/Locust Grove, OK**	
	Attn: Mr. James Bejarano	**Freight:**	**Origin**	**Payment Terms: Net 30**

SABRE MODEL 3600SRWD GUYED TOWER

Quantity of one (1) 300' Sabre Model 3600SRWD guyed tower.

The tower will be triangular in design 3' - 0" on a face and consisting of all solid welded 20' sections.

Tower will have one (1) anchor in each direction, at 0°, 120° and 240°, with an 80% guy radius and specified drop-offs.

The tower will be designed for a basic wind speed of 90 mph with 0" of radial ice, and 30 mph with 1" of radial ice, in accordance with ANSI/TIA-222-G.

Revision G Parameters:

- Structure Class II
- Exposure Category C
- Topographic Category 1

***Refer to Notes section for definitions of Revision G parameters.*

The tower will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME YES	RADOME NO	ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT	MOUNT PROVIDED YES	MOUNT PROVIDED NO
1	(9) 8' x 1' x 3in Panel Antennas		X	300'	(9) 1 5/8"	N/A	Unknown	Three (3) 10' T-Boom (R) Sector Mounts with 3' Standoff		X
2	(2) SE419-SF3PALDF Antennas		X	290'	(2) 1 5/8"	N/A	Unknown	Two (2) 3' Sidearms	X	
3	(9) 8' x 1' x 3in Panel Antennas		X	275'	(9) 1 5/8"	N/A	Unknown	Three (3) 10' T-Boom (R) Sector Mounts with 3' Standoff		X
4	(1) 4' Solid Dish		X	96'	(1) Cat 5	11 GHz	0°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	

ITEM 1 TOWER MATERIALS

Materials to be provided include:

Complete tower steel and hardware
Complete guying system
Base material and standard deadman anchor arms (see notes)
Climbing ladder incorporated into one (1) face
Waveguide support ladder incorporated into three (3) faces (to support up to thirty-six (36) lines)
Two (2) 3' sidearms each with one (1) tieback with one (1) 9' mounting pipe @ the 290' elevation
One (1) 4-1/2" O.D. leg dish mount with one (1) tieback clip kit @ the 96' elevation
Required lighting mounts
DBI safety cable kit without harness (300')
One (1) 4' x 5/8" lightning rod copper clad
P.E. certified tower profile and foundation drawings
Final erection drawings

Sabre Towers & Poles

PROPOSAL

Prepared for:	Rogers Consulting LTD Co	Proposal No.:	13-1205-JAC		
	9010 FM 1585	Date:	06/18/12	Page 2 of 4	
	Wolfforth, TX 79382	Reference:	300' 3600SRWD/Locust Grove, OK		
	Attn: Mr. James Bejarano	Freight:	Origin	Payment Terms:	Net 30

ITEM II *LIGHTING SYSTEM*.....

One (1) TWR (E1) Dual light system with strobe cable and SO cord (200' - 350') (C30058001) designed in accordance with FAA and FCC specifications.

TOWER FREIGHT TO WAGONER COUNTY, OKLAHOMA.....

ANCHOR FREIGHT TO WAGONER COUNTY, OKLAHOMA.....

NOTES: **Terms are Net 30 days after invoice. Invoice will be issued once tower fabrication is complete.**

Classification of Structure:

- Class Two
  Structures used for services that may be provided by other means such as: commercial wireless communications, television and radio broadcasting, cellular, PCS, CATV, and microwave communications. ***Class two is the standard default for structure classification.***

Exposure Categories:

- Exposure C
  Open terrain with scattered obstructions having heights generally less than 30 feet. This category includes flat, open country, grasslands and shorelines in hurricane prone regions. ***Exposure C is the standard default for exposure categories.***

Topographic Categories:

- Category 1
  No abrupt changes in general topography, e.g. flat or rolling, no wind speed-up consideration shall be required. ***Category one is the standard default for the topographic categories.***

The permit package includes a profile drawing of the structure with member sizes; anchor details; descriptive notes; structural calculations; a table of supported antennas, mounts and feedlines; and a foundation sketch and calculations (if applicable).

This quotation is based on ANSI/TIA-222-G and Customer provided specifications. Any information not provided by ANSI/TIA-222-G or the Customer has not been considered.

Foundation and anchor designs are based strictly on ANSI/TIA-222-G. Any additional requirements may result in increased foundation size and price.

Dimensional information is preliminary only; it may change based on final engineering.

Sabre™
Towers & Poles

PROPOSAL

Prepared for:	Rogers Consulting LTD Co	Proposal No.:	13-1205-JAC		
	9010 FM 1585	Date:	06/18/12	Page 3 of 4	
	Wolfforth, TX 79382	Reference:	300' 3600SRWD/Locust Grove, OK		
	Attn: Mr. James Bejarano	Freight:	Origin	Payment Terms:	Net 30

All Sabre mounts are quoted with support pipes of appropriate length for most applications if not otherwise specified. If different support pipe lengths are required at the time of the order, additional costs may be incurred.

All T-Boom sector mounts are quoted at default azimuths of 120° apart if not otherwise specified. Any changes in the sector azimuths may result in additional charges and/or an increase in delivery lead times.

Cable type safety climbing device provided does not include harness.

If anchors other than our standard deadman anchor arms are required, additional charges will be incurred.

Freight charges quoted are for provided materials only. Additional freight charges may be incurred with the order of additional items.

All antennas, transmission lines, jumpers, ground kits, hangers, and hardware are to be provided and installed by others.

All tower materials will be hot dip galvanized as outlined in ASTM A-123.

This proposal does not include any sales, use, excise, contractors or any other taxes not specifically detailed in this proposal.

If a Customer requests to pick up a tower, a $300.00 per truck charge may apply for dunage and loading.

Storage charges of $350.00 per month may apply starting sixty (60) days after original scheduled ship date.

Due to material price fluctuations, Sabre reserves the right to review all material pricing prior to accepting any order. Any structure order placed on hold is subject to a price review at the time of its release from hold status.

Due to freight price fluctuations, Sabre reserves the right to review all freight pricing prior to accepting any order.

The lighting system quoted assumes that there will be an unobstructed view of the beacons in all directions. It is the Customer's responsibility to ensure that the lighting kit quoted meets all Federal, State, and Local ordinances for tower height and lighting type.

Title, ownership, risk of loss, risk of material obsolescence and risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time.

Sabre™
Towers & Poles

PROPOSAL

Prepared for: Rogers Consulting LTD Co
9010 FM 1585
Wolfforth, TX 79382
Attn: Mr. James Bejarano

Proposal No.: 13-1205-JAC
Date: 06/18/12 **Page** 4 of 4
Reference: 300' 3600SRWD/Locust Grove, OK
Freight: Origin **Payment Terms:** Net 30

Delivery will be approximately 4 to 6 weeks after receipt of required information and contingent upon backlog at the time of order.

This proposal is based on the terms and conditions proposed above including the attached standard terms and conditions and is subject to our review and final acceptance of your order. No other terms are valid unless signed by an authorized officer of Sabre Communications.

Submitted By: Sabre Communications Corporation

Jay Chadwick
Southern Sales Manager

Acceptance of Customer:

Please enter our order for the above items
in accordance with this proposal.

Signature _____

Name (print) _____

Title _____ Date _____

Purchase Order No. _____

Designed Appurtenance Loading

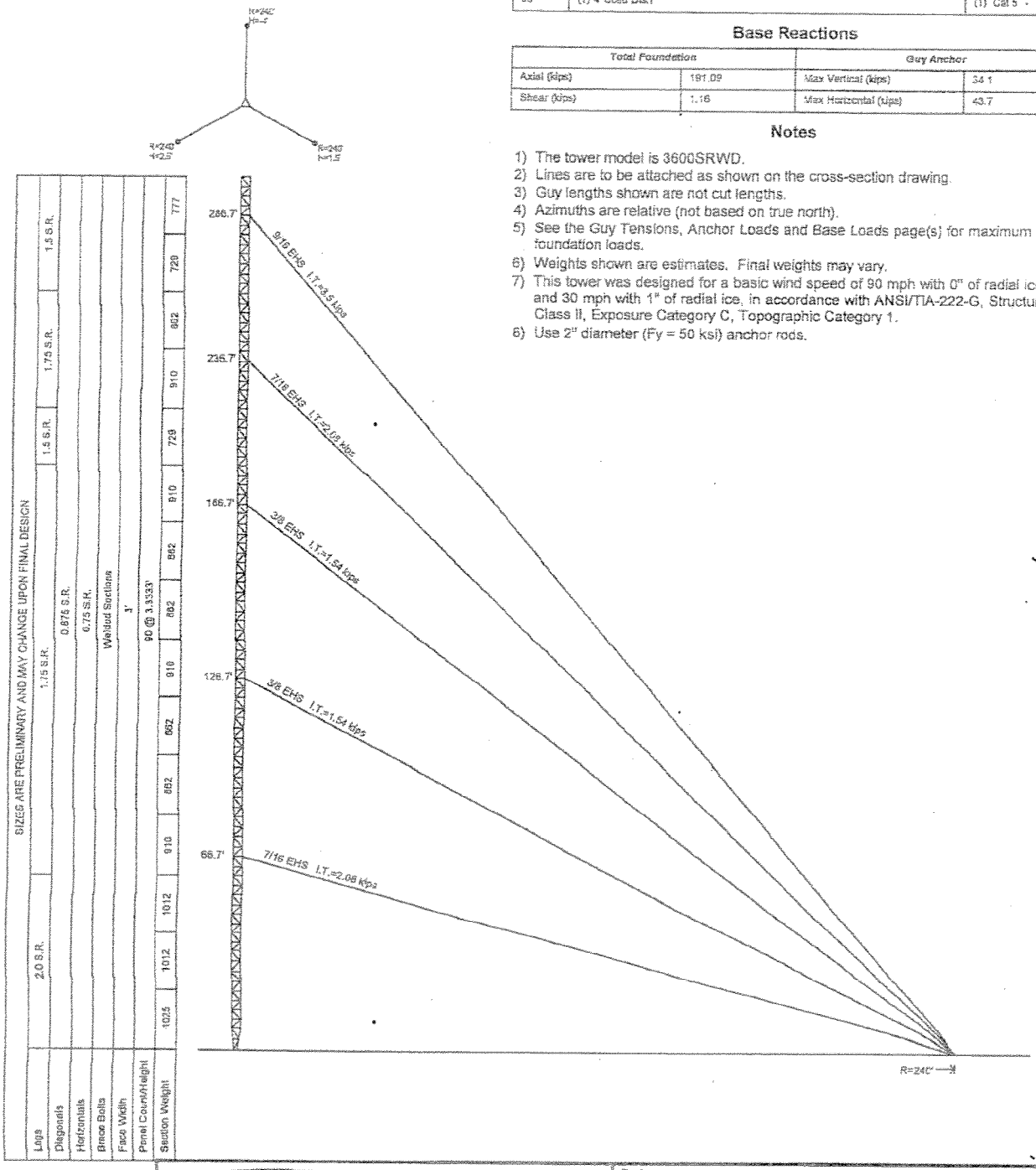
Elev	Description	Tx-Line
300	3T-Boom(R) - 18ft Face - 3ft Standoff	
300	(9) 8' x 1' x 3in Panel Antennas	(9) 1 5/8"
280	(2) 3ft Sidearms	
280	(2) SE418-SF1PALDFs	(2) 1 5/8"
275	3T-Boom(R) - 18ft Face - 3ft Standoff	
275	(9) 8' x 1' x 3in Panel Antennas	(9) 1 5/8"
96	Leg Dish Mount	
96	(1) 4' Solid Dish	(1) Cat 5

Base Reactions

Total Foundation		Guy Anchor	
Axial (kips)	191.09	Max Vertical (kips)	34.1
Shear (kips)	1.16	Max Horizontal (kips)	43.7

Notes

1) The tower model is 3600SRWD.
2) Lines are to be attached as shown on the cross-section drawing.
3) Guy lengths shown are not cut lengths.
4) Azimuths are relative (not based on true north).
5) See the Guy Tensions, Anchor Loads and Base Loads page(s) for maximum foundation loads.
6) Weights shown are estimates. Final weights may vary.
7) This tower was designed for a basic wind speed of 90 mph with 0" of radial ice, and 30 mph with 1" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class II, Exposure Category C, Topographic Category 1.
8) Use 2" diameter (Fy = 50 ksi) anchor rods.



Sabre Communications Corporation
2101 Murray Street
P.O. Box 658
Sioux City, IA 51102-0658
Phone: (712) 258-6580
Fax: (712) 258-6255

Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.

Quote:	13-1205-JAC
Customer:	ROGERS CONSULTING LTD CO
Site Name:	Locust Grove, OK
Description:	300' 3600SRWD
Date:	6/18/2012 By: KJL

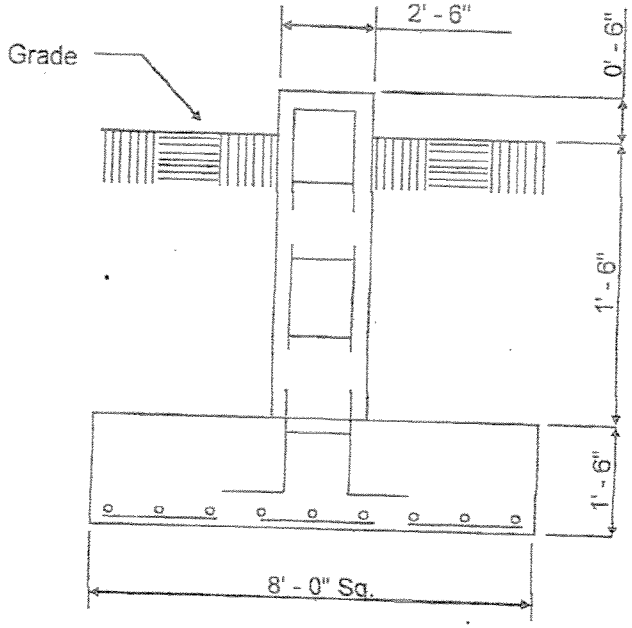
Sabre Industries
Towers and Poles

PRELIMINARY -NOT FOR CONSTRUCTION-

By: KJT

Site: Locust Grove, OK

300 ft. Model 3600 SRWD Guyed Tower (36 in. face) At
90 mph Wind with no ice and 30 mph wind with 1 in. Ice per ANSI/TIA-222-G.



TOWER BASE
(3.92 Cu. Yds. Each)
(NOT TO SCALE)

Rebar Schedule	
PIER	(6) #7 vertical rebar w/ #3 ties @12" spacing
PAD	(9) #7 horizontal rebar Ea. Way Evenly Spaced Bottom Only

NOTES

1.) Concrete shall have a minimum 28 day compressive strength of 4000 PSI, in accordance with ACI 318-05.
2.) Rebar to conform to ASTM specification A615 Grade 60.
3.) All rebar to have a minimum of 3" concrete cover.
4.) All exposed concrete corners to be chamfered 3/4".
5.) The foundation design is based on the geotechnical report by Terracon, Project No. 04125044, dated March 15, 2012.
6.) The foundation design is based on the following factored reactions:
Factored Axial load (kips) = 191.09
Factored Shear (kips) = 1.16
7.) See the geotechnical report for compaction requirements, if specified.

Information contained herein is the sole property of Sabre Towers & Poles, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Towers & Poles

2101 Murray St - P.O.Box 658 - Sioux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.258.8250

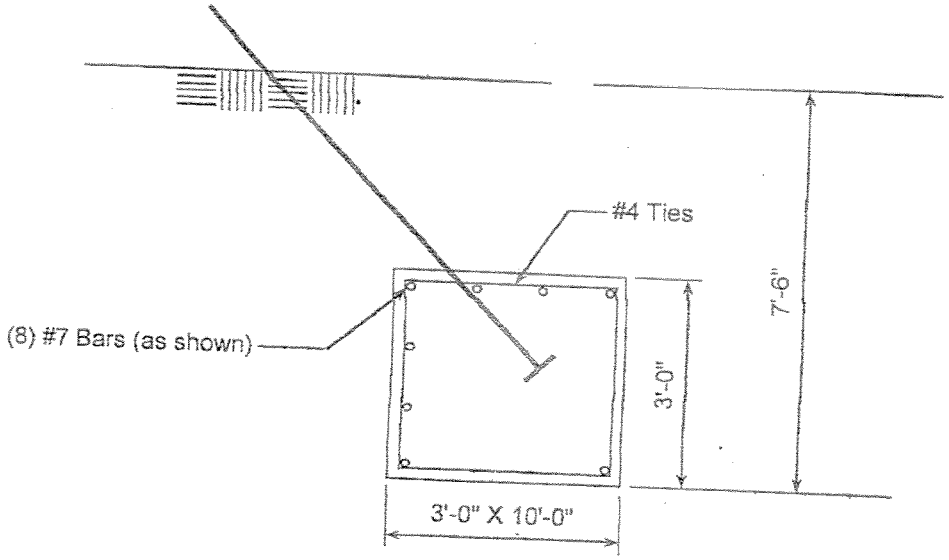
Sabre Industries™
Towers and Poles

PRELIMINARY -NOT FOR CONSTRUCTION-

By: KJT

Site: Locust Grove, OK

300 ft. Model 3600 SRWD Guyed Tower (36 in. face) At
90 mph Wind with no ice and 30 mph wind with 1 in. Ice per ANSI/TIA-222-G.



GUY ANCHOR

(3.33 Cu. Yds. Concrete)
(3 REQUIRED; NOT TO SCALE)

	Rebar Schedule Per Anchor
GUY ANCHOR	(8) #7 horizontal rebar X 9'-6"
	(11) #4 ties evenly spaced

NOTES

1.) Concrete shall have a minimum 28 day compressive strength of 4000 PSI, in accordance with ACI 318-05.
2.) Rebar to conform to ASTM specification A615 Grade 60.
3.) All rebar to have a minimum of 3" concrete cover.
4.) The foundation design is based on the geotechnical report by Terracon, Project No. 04125044, dated March 15, 2012.
5.) The foundation design is based on the following factored reactions:
Uplift (kips) = 34.1
Horizontal force (kips) = 43.7
6.) When the soil electrical resistivity is less than 50 ohm-m and/or the measured soil pH values are below 3 or greater than 9, additional corrosion control is required. See the geotechnical report for these parameters and compaction requirements, if specified.

Information contained herein is the sole property of Sabre Towers & Poles, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Towers & Poles
2101 Murray St - P.O. Box 658 - Sioux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.258.8250

SABRE COMMUNICATIONS CORPORATION
TOWERS, ACCESSORIES AND MODIFICATION MATERIALS
STANDARD TERMS AND CONDITIONS

1. **OVERVIEW**: The written offer to the customer named ("**Customer**") in the written proposal ("**Proposal**") by Sabre Communications Corporation ("**Sabre**") that describes the products ("**Products**") and/or Services ("**Services**") to be provided by Sabre, the prices for the same, the anticipated delivery or commencement date and such additional information as may be included in the Proposal are made subject exclusively to these standard terms and conditions ("**Standard Terms and Conditions**") stated herein and are valid for acceptance by Customer in writing within thirty (30) days of the date of the Proposal. All prices and clerical errors are subject to change and/or correction without notice. The Products to be furnished and/or Services to be accomplished as a result of the Proposal are limited strictly to the Products and/or Services outlined in the Proposal. **CUSTOMER'S SUBMISSION OF A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT IN RESPONSE TO THE PROPOSAL IS CONCLUSIVE ASSENT TO AND ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS UNLESS SPECIFIC TERMS ARE OBJECTED TO IN WRITING BY CUSTOMER AND ACCEPTED IN WRITING BY SABRE.** The provisions of the Proposal and these Standard Terms and Conditions shall constitute the entire contract and agreement between Customer and Sabre ("**Agreement**"). Acceptance of this bid through a purchase order or otherwise is limited to the terms and conditions stated herein unless both parties expressly agree otherwise in a writing signed by both parties.

2. **PAYMENT**: If Sabre extends credit to Customer, payment is due net thirty (30) days from the date of the invoice. Invoices for towers shall be issued upon the completion of fabrication regardless of whether Products have been shipped. Unless Customer shall have provided Sabre with a valid and effective tax exemption certificate or satisfactory evidence of the same, all federal, state and local taxes (other than those based upon Sabre's net income) imposed upon the Products or Services performed hereunder shall be paid by Customer. Time is of the essence with respect to payments to Sabre. Past due amounts are subject to an interest charge of the lower of one and one-half per cent (1-1/2%) per month or the highest rate permitted by law plus all reasonable fees and expenses of collection. Payment to Sabre is not contingent upon Customer having received payment from any other party.

3. **DELIVERY**: All Products are delivered F.O.B. Sabre's facility upon completion of fabrication. Title, ownership, risk of loss, risk of material obsolescence as well as risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time; provided, however, as an accommodation to the Customer, Sabre will maintain insurance coverage against the risk of loss for property damage on all material awaiting shipment.

4. **SHIPMENT**: Off-loading at point of destination not included unless specifically stated otherwise in the Proposal. Sabre will ship Products by common carrier. The carrier (through its driver) shall determine whether the site is accessible for its equipment. If the carrier determines that it is impractical to reach the site without injury/damage to the load, truck, or driver, the Customer will be responsible for finding an alternative site for unloading. No costs shall be incurred by Sabre as a result of the carrier's determination that access to the site is impractical. Customer must make careful inspection of Products when received. Customer must note on the bill of lading any claim that the shipment is not complete or that the Products are warped, bent, scraped, dented, or damaged in any other way, or not in all respects in proper condition prior to off-loading and shall make all claims pertaining to the shipment to Sabre in writing within forty-eight (48) hours of receipt of the Products or Sabre shall have no responsibility with respect to the shipment and such claims will be declined. In addition to the freight charges agreed to by the parties in the Proposal, additional freight charges may be assessed as follows: (i) Customer will have two (2) hours from the scheduled arrival time to unload the shipment, however, if the carrier is delayed more than the free time allowed, an additional rate per hour or maximum charge per day may apply; (ii) if the Customer requests the carrier to hold a delivery overnight to accommodate unloading, layover charges may be incurred in addition to any other unloading delays; (iii) if a load is diverted to a new location by the Customer, a new point-to-point rate will be established as well as additional mileage fees, if required; and/or (iv) if the Customer cancels a shipment on the same day the shipment was scheduled to leave Sabre's facility and the truck has been dispatched to load, a "truck not used" fee may be applied in addition to charges for material handling, however, if notice to cancel the shipment is given not less than one (1) business day prior to the scheduled departure date, no additional fees will apply.

5. **STORAGE**: If Customer declines to accept shipment of the Products immediately upon completion of fabrication, Sabre may agree to store the Products at its facility at Sabre's standard daily storage rate or Sabre may arrange for storage at another location at the expense of Customer.

6. **CHANGE ORDERS**: Customer shall notify Sabre in writing of any requested change(s) to an existing purchase order and Sabre will prepare and submit to Customer a change order incorporating the changes Sabre will agree to and any change in the price(s) associated with said changes (the "**Change Order**"). If Customer agrees in writing to the changes, Customer will sign and return the Change Order. If additional payments are due Sabre as a result of the changes, Sabre will invoice Customer for such changes.

7. **TOWER MODIFICATION PRODUCTS AND/OR SERVICES**: If the Proposal is for tower modification Products, Sabre will not participate to any extent in the physical modification of any existing communication tower structure unless specifically stated in the Proposal. Sabre's sole responsibility shall be the design, drafting, engineering and fabrication of the Products needed for modification of the existing communication tower.

8. **PRODUCT RETURNS**: Prior written authorization from Sabre is required for all returned Products which Sabre may decline in its sole discretion. Requests for return authorization must be received by Sabre within thirty (30) days of original shipment. When a Product return is authorized by Sabre, it must be received within fifteen (15) days of the date the return material authorization number ("**RMA**") is issued by Sabre, bear the RMA number, be shipped freight prepaid to a destination of Sabre's choice, and be in new and unused condition. All returned Products are subject to a restocking charge of 25% of the purchase price unless the Products are returned due to a defect, in which case, no restocking charge shall apply. Unsalable Products returned to Sabre will be scrapped and no credit will be given.

9. **DELAYS**: Sabre shall not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including, without limitation, lack of cooperation or assistance by Customer, labor difficulties, fire, accident, act of the public enemy, war, public disturbances, sabotage, transportation delay, shortage of raw material, energy, or machinery, or act of God, government or the judiciary or any disruption caused by a third party that materially impairs Sabre's performance hereunder.

10. **EXCLUSIVE WARRANTIES AND REMEDIES**: Sabre's exclusive limited warranty relating to the Products is that the Products will comply with the applicable Product specifications in the Proposal in all material respects and will be free of material defects in materials and workmanship when delivered. The warranty period is for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer. Sabre reserves the right to change or modify the design or construction of any of its Products and to substitute material equal to or superior to that originally specified. In the event Sabre determines that the Products do not conform with this warranty, Customer's exclusive remedy shall be, at Sabre's option and expense: (i) Sabre shall correct any material defect; (ii) Sabre shall furnish a replacement Product and shall be responsible for labor costs involved in the reinstallation of such Product only if Sabre installed the Product; or (iii) Sabre shall refund the price paid to Sabre for the Product provided that Customer agrees to return the Product (freight prepaid by Sabre) within thirty (30) days of the discovery of the discrepancy during the warranty period. With respect

to Services, Sabre's exclusive limited warranty is that the Services shall be performed in a workmanlike fashion. In the event Sabre breaches this warranty, Customer's exclusive remedy shall be, at Sabre's option and expense: (i) Sabre shall correct such Services within thirty (30) days of the performance of the Services; or (ii) Sabre shall refund the price paid for the applicable portion of the Services. Sabre does not make any warranty as to any services, materials or goods furnished by third parties (e.g., light kits); however, Sabre will assign to Customer any rights it has against such third parties. These warranties shall be effective only if the Products are installed and maintained in accordance with Sabre's recommendations and specifications and that Customer, during the warranty period, shall regularly (not less than semi-annually) inspect and properly maintain the Products.

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. IT SHALL BE THE CUSTOMER'S SOLE RESPONSIBILITY TO VERIFY THAT THE PRODUCTS MEET THE SUITABILITY AND USABILITY REQUIREMENTS OF THE INTENDED APPLICATION OF CUSTOMER.

11. LIMITATION OF LIABILITY: IN NO EVENT SHALL SABRE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE OR DOWNTIME, EVEN IF SABRE HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING. IN NO EVENT SHALL SABRE'S LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE PRODUCTS AND/OR SERVICES OR OTHERWISE EXCEED THE LESSER OF CUSTOMER'S DIRECT DAMAGES OR THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS AND/OR SERVICES.

12. CUSTOMER PRODUCT SELECTION AND USE RESPONSIBILITIES: Customer represents and warrants to Sabre that Customer possesses all necessary expertise to properly select, install and/or use the Products or that Customer has secured the services of a competent professional with respect to the foregoing and acknowledges that the Proposal is based upon the design, information and specifications provided by the Customer being complete, correct, and accurate. Customer agrees to be responsible for all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability caused by Customer's improper selection, use, installation or dealings with the Products or the failure of the design, information and specifications provided by the Customer to be complete, correct, and accurate. Customer shall specify any specific design parameters required to conform to local, state or federal requirements which may affect the price in the Proposal prior to Sabre accepting an order from Customer. Plot plans with tower orientation and antenna mounting elevations and azimuths shall be provided by Customer with the Purchase Order.

13. INDEMNIFICATION: To the fullest extent allowed by law, each party will indemnify, defend and hold the other party and its respective parents, subsidiaries, affiliates, directors, officers, partners, stockholders, associates, employees and agents (collectively, "Indemnitees") harmless from and against all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability claimed by a third party for personal injury, death or damage to tangible property (collectively, "Liabilities") proximately caused by the party from which indemnification is sought ("Indemnitor") provided the Indemnitees give the Indemnitor prompt written notice of any of the foregoing and provide full cooperation and assistance to the Indemnitor in the investigation and defense of such claim and grants the Indemnitor exclusive control of the defense and settlement thereof. No indemnification will be requested by or provided to a party whose actions are a contributing cause, in whole or in part, to the Liabilities.

14. CONFIDENTIALITY: The parties agree that if either party provides the other party with non-public written documentation which the disclosing party wants treated as being confidential, the disclosing party will clearly mark the documentation with a legend stating that the documentation is considered confidential by the disclosing party. The recipient will use at least the same effort to avoid disclosure of the confidential documentation as the recipient uses with respect to the recipient's confidential documentation but in no event less than due care. Notwithstanding the foregoing, the recipient shall not be required to protect or hold in confidence any information in the confidential documentation which was or is: (a) part of the public domain, (b) known to the recipient prior to the disclosure to the recipient, (c) disclosed to a third-party by the disclosing party without a written obligation of confidence; (d) rightly received by the recipient from a third party; or (e) independently developed by the recipient without access to the confidential documentation.

15. INFRINGEMENT: Sabre's exclusive warranty regarding infringement is that for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer, the Products created by Sabre or the Services or any works created as a result of the Services solely in accordance with Sabre's plans, drawings, specifications or instructions, will not infringe any United States patent, copyright or trade secret. Sabre agrees to defend Customer against a lawsuit and pay all damages, costs and reasonable attorney's fees finally awarded against Customer resulting from any claim that any Products created by Sabre or the Services performed by Sabre or the works created as a result of the Services infringe any of the foregoing provided that Customer: (a) gives Sabre prompt written notice of any claim; (b) provides reasonable cooperation to Sabre in the investigation and defense of such claim; and (c) grants Sabre exclusive control of the defense and settlement thereof. In the event of any such infringement, Sabre shall, at its option and expense, either (i) replace or modify the Products or the works created as a result of the Services so that they become non-infringing, or (ii) accept return of the Products and refund an amount equal to Customer's depreciated value of the returned Products or works found to be infringing. Sabre shall have no liability for infringements caused in whole or in part by Customer, third parties not hired by Sabre or alterations or combinations not reviewed and approved in writing in advance by Sabre or that are not performed or provided by Sabre. The foregoing constitutes the exclusive warranty of Sabre and exclusive remedy of Customer with respect to any claim or action for infringement. Customer may fully participate in the defense and/or settlement or compromise of any claim of infringement at Customer's expense. Customer shall provide Sabre with the same warranty and defense of claims of infringement with regard to Products created by Sabre in compliance with Customer's plans, drawings, specification or instructions. Sabre does not warrant against infringement any materials or goods furnished by third parties (e.g., light kits); however, Sabre will assign to Customer any rights it has against such third parties.

16. SABRE'S DRAWINGS & MATERIALS: Title to all drawings, specifications, brochures, reprints, copies, copies of copies or any other data furnished to Customer are copyrighted by Sabre and title thereto shall remain with Sabre. Customer shall not reproduce, copy or disclose such information in whole or in part for any purpose without prior written permission from Sabre.

17. LIGHTING REQUIREMENTS: Customer agrees to comply with the latest standards set forth by the Federal Aviation Administration, the Federal Communications Commission, and any other local, state or federal regulations or ordinances for tower erection and lighting. Customer confirms that the lighting kit ordered for installation on the tower conforms to all such standards and indemnifies Sabre for any loss or expense, including attorney fees, for noncompliance or nonconformance with such standards. It shall be the Customer's responsibility to provide adequate electrical supply at the base of the tower.

18. EXCLUSIONS FROM PROPOSAL PRICE: Unless otherwise stated in the Proposal, the prices in the Proposal do not include antennas, transmission lines, jumpers, ground kits, hangars and hardware.

19. **PHOTOGRAPHS**: Sabre at all times reserves the right to take pictures of any or all of its Products after installation for advertising purposes, except those which are under classified government control.

20. **SABRE'S EMPLOYEES**: Sabre reserves the right to determine which of its employees will be assigned to a particular project, to replace or reassign such employees and/or subcontract to qualified third persons part or all of the performance of any Services requested hereunder. Customer may request the removal or reassignment of Sabre's employees on a nondiscriminatory basis at any time and Sabre will promptly provide a suitable replacement. Sabre's employees will comply with all generally applicable work and security rules of Customer.

21. **INDEPENDENT CONTRACTORS**: The parties' relationship during the term of this Agreement shall be that of independent contractors. Neither party shall have, nor shall represent that it has, any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other or in such other party's name, except as herein expressly provided. Nothing stated in this Agreement shall be construed as constituting a partnership, joint venture or as creating the relationships of employer/employee or principal/agent between the parties.

22. **NOTICES**: All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder will be deemed duly given if it is received and/or sent by facsimile, receipted delivery or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at the address set forth in the Proposal. Either party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth. Each party agrees to promptly provide written notice of any suspected breach of this Agreement, the specifics of any claim of breach or for damages and to provide the other with a reasonable opportunity to investigate and cure any curable matter. In order to bring an action against Sabre for damages, Customer must give notice to Sabre of any claim for damages within six (6) months of the date the claim arises. No claim of breach of this Agreement shall be made by Customer unless and until all uncontested amounts are paid to Sabre.

23. **WAIVER**: Any waiver of any breach of this Agreement shall not be effective unless set forth in a writing signed by an officer of the waiving party.

24. **SURVIVAL**: The termination of this Agreement shall not affect the obligations of either party to the other that arises under the terms and conditions of this Agreement, rights arising from this Agreement, or causes of action which have accrued prior to the date of the termination.

25. **DISPUTES**: The parties agree that any controversy or claim (whether such controversy or claim is based upon statute, contract, tort or otherwise) arising out of or relating to this Agreement, any performance or dealings between the parties, or any dispute arising out of the interpretation or application of this Agreement or any dealings between the parties and/or their respective directors, managers, partners, officers, employees or agents ("**Dispute**"), which the parties are not able to resolve, shall be resolved as follows:

a. The parties will endeavor to settle the Dispute through mediation under the Construction Industry Mediation Rules of the American Arbitration Association ("**AAA**") before recourse to arbitration. Any action for breach of warranty must be commenced within one (1) year after the cause of action accrues. Once one party files a request for mediation with the other party and with the AAA, the parties agree to conclude the mediation within thirty (30) days of filing the request. The mediation shall be conducted in the city where the party commencing the mediation is located. The parties agree to share the fees and expenses of mediation equally.

b. Any Dispute not resolved by mediation, shall be decided by a single arbitrator pursuant to the Construction Industry Arbitration Rules of the AAA then in effect and shall be conducted in the city where the party commences the arbitration. The arbitrator will have the authority to grant injunctive relief in a form similar to that which a court of law would otherwise grant. Judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. The arbitrator will be mutually chosen from a panel of licensed attorneys familiar with the subject matter of this Agreement having at least fifteen (15) years of professional experience and will be appointed within thirty (30) days of the date the demand for arbitration was sent to the other party. Discovery will be permitted in accordance with the Federal Rules of Civil Procedure of the United States of America. If an arbitration proceeding is brought pursuant to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, costs and necessary disbursements incurred in addition to any other relief to which such party may be entitled except that, by the express agreement of the parties, the arbitrator shall not have the power to award incidental, consequential, special, indirect, punitive or exemplary damages. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to enforce award or to comply with legal or regulatory requirements. Before making any such disclosure, the party intending to make the disclosure shall give the other party written notice of such intention and shall afford the other party a reasonable opportunity to protect its interests, which such period shall not be less than twenty (20) days from the non-disclosing party's receipt of the aforementioned written notice. The parties agree that all parties necessary to resolve the claim shall be the parties to the same arbitration proceedings. Appropriate provisions shall be included in all other contracts relating to the work to provide for the consolidation of arbitrations. If Sabre continues to perform, Customer shall continue to make payments in accordance with this Agreement. Nothing herein shall prohibit Sabre from filing a mechanics lien against the real estate or the real estate interest on which any Services are performed. This agreement to arbitrate shall be governed by the Federal Arbitration Act.

26. **SEVERABILITY**: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

27. **GOVERNING LAW**: This Agreement shall be governed by the laws of the State of Iowa. Jurisdiction to enforce the mediation and arbitration provisions of this Agreement is agreed to be in the Federal and/or State District Courts located in Woodbury County, Iowa.

28. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the parties and may only be modified by a written instrument executed by an authorized officer of both parties. All negotiations and representations (if any) made prior, and with reference to the subject matter of this Agreement, are merged herein. Neither Sabre nor Customer shall be bound by any oral agreement or representation, irrespective of when made. Sabre and Customer agree that Customer's preprinted forms, including Customer's Purchase Order, are for convenience only and all terms and conditions stated thereon which are inconsistent with these Standard Terms and Conditions are void and of no effect and are hereby expressly rejected by Sabre.