



January 20, 2025

CITY OF SAN LUIS, AZ
1090 E Union St
PO Box 1170
San Luis, AZ 85349

Attn: Fernando Corona
928-341-8579

Dear Fernando:

Per your recent request, please find following our revised quotation for a 60' Sabre Model S3TL self-supporting tower.

If you have any questions or require further information, please feel free to contact me at (712) 204-1767.

Sincerely,

SABRE INDUSTRIES

A handwritten signature in blue ink that reads "Rolli S. Sexton".

Rolli Sexton
Western Sales Manager

Enclosure: Per Above

RSS: af



PROPOSAL

Prepared for: **CITY OF SAN LUIS, AZ**
1090 E Union St
San Luis, AZ 85349
Attn: Fernando Corona

Proposal No.: **25-1978-RSS-R4**
 Date: **01/20/25** Page **1** of **4**
 Reference: **60' S3TL/San Luis East, AZ**
 Freight: **Origin**

SABRE MODEL S3T-L SELF-SUPPORTING TOWER

Quantity of one (1) 60' Sabre Model S3TL self-supporting tower.

The tower will be triangular in design with a base width of 7' - 0" tapering to 5' - 0" at the top. The tower will utilize tubular steel for tower legs and angular steel for bracing.

See the tower profile included in this proposal for the design parameters.

The tower will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT (DESIGN)	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(1) ATC-GC7V6O6O		X	60' @ Base	(2) 7/8"	N/A	Unknown	One (1) 6' Sidearm	X	
2	(1) TTA (16" x 8" x 6")		X	60'	(1) 1/2"	N/A	Unknown	Same as above		X
3	(1) VHLP3-11W		X	55'	(1) EW90	11 GHz	1°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
4	(2) ODU 600		X	55'	N/A	N/A	Unknown	Same as above		X

ITEM I	TOWER MATERIALS	\$ 16,880.00
	<i>Estimated Applicable Sales Tax</i>	<i>\$ 1,785.80</i>
	NASPO DISCOUNT	\$ 16,036.00

Materials to be provided include:

- Complete tower steel and hardware
- Anchor bolts and templates
- Leg-to-Leg templates
- Climbing step bolts (one leg only)
- Waveguide support ladder (to support all lines)
- One (1) 6' sidearm with two (2) tiebacks with one (1) 10' mounting pipe @ the 60' elevation
- One (1) 4-1/2" O.D. leg dish mount @ the 55' elevation
- Safety cable kit and leg brackets without harness (100')
- One (1) 5' x 5/8" lightning rod copper clad
- One (1) 2-7/8" x 15' lightning rod extension
- P.E. certified tower profile and foundation drawings
- Final erection drawings



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ITEM II	FOUNDATION INSTALLATION	\$ 29,857.00
	NASPO DISCOUNT	\$ 28,364.00

Install foundations based on (Engineering Co. Name's) soil analysis provided to Sabre Communications Corporation.

ITEM III	TOWER ERECTION	\$ 15,578.00
	NASPO DISCOUNT	\$ 14,799.00

The following is included in the erection price:

- Offload tower materials from truck and inventory
- Erect tower steel complete
- Install Climbing step bolts (one leg only)
- Install One (1) waveguide support ladder (to support all lines)
- Install One (1) 6' sidearm with two (2) tiebacks with one (1) 10' mounting pipe @ the 60' elevation
- Install One (1) 4-1/2" O.D. leg dish mount @ the 55' elevation
- Install Safety cable kit and leg brackets without harness (100')
- Install One (1) 5' x 5/8" lightning rod copper clad
- Install One (1) 2-7/8" x 15' lightning rod extension

ITEM IV	SHELTER FOUNDATION	\$ 26,612.00
	NASPO DISCOUNT	\$ 25,281.00

Install foundation for 16' x 27' concrete shelter.

ITEM V	GENERATOR FOUNDATION	\$ 3,117.00
	NASPO DISCOUNT	\$ 2,961.00

Supply and install concrete pad 8' x4' x6" concrete pad to support new generator with (4) bollards.

TOWER FREIGHT TO YUMA COUNTY, AZ	\$ 5,922.00
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ANCHOR BOLT FREIGHT TO YUMA COUNTY, AZ	\$ 456.00
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**The above pricing is for one (1) set of anchor bolts and templates, and one (1) leg-to-leg template to be shipped together in one (1) shipment to the same destination at the same time.*

OPTIONS:	One (1) Motorola R56 Grounding (each).....	\$ 759.00
	NASPO DISCOUNT (each).....	\$ 721.00
	Estimated Applicable Sales Tax	\$ 77.23
	Installation (each)	\$ 2,598.00
	NASPO DISCOUNT (each).....	\$ 2,468.00

PROPOSAL

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Proposal No.: 25-1978-RSS-R4
Date: 01/20/25 Page 3 of 4
Reference: 60' S3TL/San Luis East, AZ
Freight: Origin

NOTES: Terms will be reviewed upon receipt of order.

Wind induced vibrations, such as vortex shedding and harmonic oscillation/resonance, of structures of all types due to unpredictable interaction with wind and surrounding structures, exposure and terrain rarely occur. The owner's maintenance program should include observations for vibration and any resulting loosening of connecting hardware or damage to the structure. The Sabre warranty specifically excludes failure due to fatigue or similar phenomena as a result of the aforementioned behavior.

The permit package includes a profile drawing of the structure with member sizes; anchor bolt 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-H and Customer provided specifications. Any information not provided by ANSI/TIA-222-H or the Customer has not been considered.

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

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

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.

Cable type safety climbing device provided does not include harness.

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

Site must be easily accessible for trucks delivering tower steel and concrete, cranes, drill rigs, and all other equipment required to perform the job.

In the event that the existing soil conditions are found to be other than as depicted in the Soils Report and Sabre's soil parameters, Sabre may ask for an equitable adjustment to the quoted price.

Customer to secure all permits.

This quote is based on non-union, non-prevailing wages, and non-winter working conditions.

All deviations, alterations, field changes, engineering changes, or architectural changes to the implied scope of work will be bill accordingly on a time a materials basis.

Any downtime or remobilization due to circumstances beyond our control will be billed accordingly.

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



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Reference: 60' S3TL/San Luis East, AZ
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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 dunnage and loading.

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

Due to material and freight price fluctuations, Sabre reserves the right to review all material and freight 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.

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.

Delivery of tower materials will be approximately 8 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 Industries.

Submitted By: Sabre Industries

Rolli Sexton
Western 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
66.67	(1) ATC-GC7V6O6O	(2) 7/8"
65	(1) Extendible Lightning Rod	
60	6ft Sidearm	
60	(1) TTA (16" x 8" x 6")	(1) 1/2"
55	Leg Dish Mount	
55	(1) VHLP3-11W	(1) EW90
55	(2) ODU 600	

Design Criteria - ANSI/TIA-222-H

Wind Speed (No Ice)	110 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	0.00 in
Risk Category	IV
Exposure Category	C
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	161 ft
Seismic Importance Factor, I _e	1.50
0.2-sec Spectral Response, S _s	0.661 g
1-sec Spectral Response, S ₁	0.277 g
Site Class	D (DEFAULT)
Seismic Design Category	D
Basic Seismic Force-Resisting System	Telecommunication Tower (Truss: Steel)

Base Reactions - Wind/Ice

Total Foundation		Individual Footing	
Shear (kips)	4.32	Shear (kips)	2.54
Axial (kips)	3.48	Compression (kips)	28
Moment (ft-kips)	160	Uplift (kips)	24

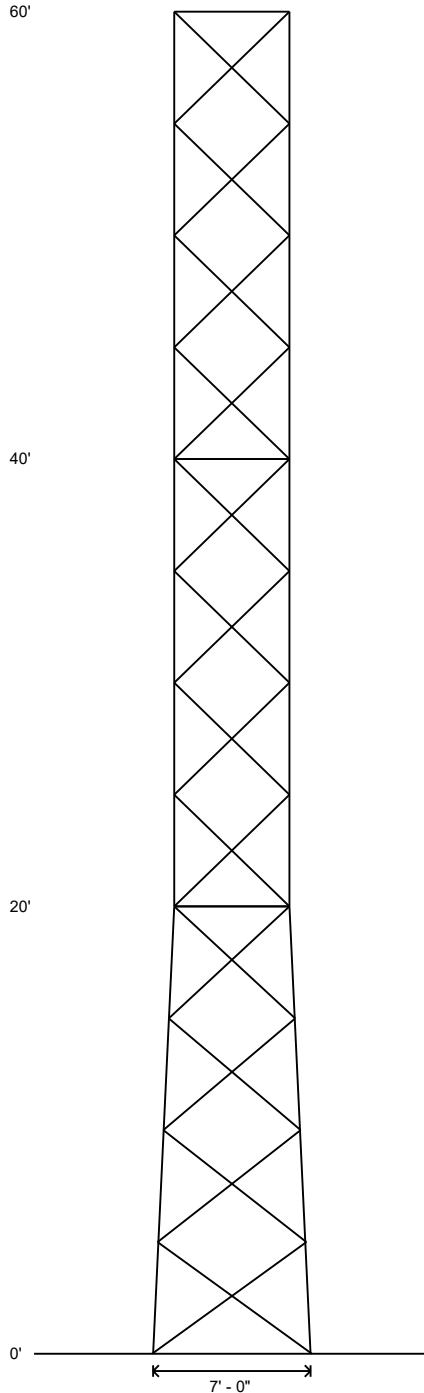
Base Reactions - Seismic

Total Foundation		Individual Footing	
Shear (kips)	0.97	Shear (kips)	0.62
Axial (kips)	4.53	Compression (kips)	9
Moment (ft-kips)	44	Uplift (kips)	6

Notes

- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) (4) 3/4" dia. x 39"-long F1554 grade 105 anchor bolts per leg.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.
- 11) No grout is required under the base plates.

SIZES ARE PRELIMINARY AND MAY CHANGE UPON FINAL DESIGN			
Legs	2.875 OD X .203	2.375 OD X .218	2.375 OD X .154
Diagonals	L 2 X 2 X 1/8		
Horizontals	NONE	NONE	NONE
Brace Bolts	(1) 5/8"		
Top Face Width	5'		
Panel Count/Height	12 @ 5'		
Section Weight	903	805	721



 <p>Sabre Industries 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 279-0814</p> <p><small>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.</small></p>	Quote:	25-1978-RSS-R4
	Customer:	CITY OF SAN LUIS, AZ
	Site Name:	San Luis East, AZ
	Description:	60' S3TL
	Date:	1/20/2025
		Page: 1



CONSTRUCTION CONTRACT STANDARD TERMS AND CONDITIONS

PAGE 1 OF 3

1. **ACCEPTANCE:** Proposal valid for thirty (30) days. Acceptance of order/contract by Sabre Communications subject to credit approval. All prices and clerical errors are subject to change and/or correction without notice. The work to be accomplished, as a result of this proposal is limited strictly to the work outlined in this proposal. No changes are valid unless in writing. **SUBMISSION OF A PURCHASE ORDER IN RESPONSE TO A SABRE PROPOSAL IS CONCLUSIVE ASSENT TO AND ACCEPTANCE OF THESE TERMS AND CONDITIONS UNLESS SPECIFIC TERMS ARE OBJECTED TO IN WRITING BY CUSTOMER AND ACCEPTED IN WRITING BY SABRE.**
2. **TERMS:** Net thirty (30) days from date of invoice. Invoices shall be issued, at the sole discretion of Sabre, upon substantial completion of each phase of construction. Invoices not paid within thirty (30) days of invoice date shall, as an additional remedy, accrue interest at the rate of 1 1/2% per month (or maximum legal rate, whichever is greater) from invoice due date until paid in full. No other terms shall apply unless accepted in writing by an authorized representative of Sabre. Payment to Sabre shall not be contingent upon Customer having received payment from the Owner.
3. **TAXES:** Prices do not include excise, sales, use, privilege, import/export duties or any other tax, duty or assessment which may be imposed upon Sabre. **However, all such taxes, duties or assessments are the responsibility of the Customer.**
4. **CHANGE ORDERS/CANCELLATION:** Purchase Order or contract may not be changed or cancelled without prior written approval by Sabre. Any order canceled after any work has been done by Sabre, will have a cancellation charge to be determined solely at the discretion of Sabre, for whatever work has been performed. Sabre reserves the right to change or modify any construction procedures. Any extra work required because of conditions differing from those stated in this proposal or extra work requested by Customer/Owner will be charged on a time and material basis.
5. **DELAYS:** For any construction delays due to Acts of God, fire, malicious mischief, insurrection, riot, war (declared or undeclared), explosions, epidemics, acts of Customer, its employees, agents or subcontractors, strikes, freight embargoes, unusually severe weather conditions, delivery delays by the carrier, or any other cause whatsoever beyond the control and without fault of Sabre or its subcontractors, whether similar to or dissimilar from causes herein enumerated, Sabre shall not incur any liability consequential or otherwise for such construction delays, and an extension of time within which to complete construction shall be allowed to Sabre.
6. **INDEMNIFICATION:** Customer shall protect, defend and indemnify Sabre 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 Customer's negligence, willful misconduct or other acts or omissions which impose upon Customer strict liability, and that result in personal injury, death, property loss or damage. Sabre shall protect, defend and indemnify Customer and Customer's 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 Sabre's negligence, willful misconduct or other acts or omissions which impose upon Sabre 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 Sabre and Customer, each party shall indemnify the other to the extent of the indemnifying party's negligence, willful misconduct or omissions.
7. **INFRINGEMENT:** In the event Sabre receives a claim that a product or any part thereof installed by Sabre infringes upon the patent, copyright or trademark rights of others, Sabre shall immediately notify Customer in writing of all such claims. Customer shall defend, at its own cost, any and all suits or proceedings, or settle such claims. In any event, Customer will indemnify and hold Sabre harmless completely and at all times for any resulting costs or damages and expenses including reasonable attorney's fees, arising from any suit, claim or demand for actual or alleged infringement. Sabre shall have no liability for any claim based upon the combination, operation or use of any product not supplied by Sabre, or based upon alteration of the product by someone other than Sabre.
8. **CONFIDENTIALITY:** Sabre and Customer agree that each will disclose to the other proprietary information regarding matters dealing with actions necessary to carry out these terms, except information that the party is precluded from disclosing under applicable law or regulation or by valid and binding agreements with third parties. The parties agree that each will keep the other's proprietary information and all related matters confidential and prevent disclosure of said information by its agents, employees or representatives.
9. **WARRANTY:** Sabre warrants that its workmanship will be of good quality and free from defects. All claims for defective work must be made in writing immediately upon discovery and, in any event, within thirty (30) days after the date of completion of the work. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER TYPE, WHETHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL SABRE BE LIABLE FOR CONSEQUENTIAL DAMAGES, NOR SHALL SABRE'S LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE PROJECT EXCEED THE CONTRACT PRICE.**

The foregoing warranty is Sabre's only obligation and the Customer/Owner's only remedy for breach of warranty or breach of Sabre's undertaking hereunder. Any action for breach of warranty must be commenced within one (1) year after the cause of action accrues. Sabre's warranty and other obligations and responsibilities hereunder shall terminate upon the Customer/Owner's modification of the work. The above warranty is the only warranty made by Sabre in connection with work performed. Any provisions in any proposals, specifications, correspondence, or other documents, or any statements made in the course of negotiating this proposal are merely descriptive and not to be construed as warranties made by Sabre.
10. **ASSIGNMENT:** Sabre reserves the right to assign, transfer, subcontract or delegate responsibilities of order/contract, in whole or in part, without prior written approval of Customer. Any such transfer does not relieve Sabre from order/contract obligation to Customer.
11. **PROPRIETARY NOTICE:** Title to all drawings, specifications, brochures, proposals, reprints, copies, copies of copies or any other data furnished to Customer 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.



CONSTRUCTION CONTRACT STANDARD TERMS AND CONDITIONS

PAGE 2 OF 3

12. **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.
13. **SITE/JOB CONDITIONS:** Customer shall provide a level cleared site with the exact location and orientation of the tower properly marked. Site(s) shall be made readily accessible to standard transit mix trucks, semi-tractor and trailers 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 Sabre's proposal, the concrete installation is based on normal soil (4000 psf) as defined by E.I.A. Specification, responsibility of determining soil conditions rest with Customer. Site shall be free from overhead and underground obstructions for placement of guys, anchors and foundations. A 75 foot radius in all directions from the tower base (and a 20 foot wide strip to each anchor point, if applicable) must be cleared by Customer/Owner. Sabre's crews shall have access to the site during all daylight hours, seven (7) days per week, including holidays (if required). Antenna height and orientation must be specified by Customer/Owner.
14. **EXCLUSIONS FROM PROPOSAL PRICE:** Proposal prices do 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 damaged or removed as a result of the performance of our work;
 - e. Permits, fees or licenses of any nature;
 - f. Winter installation of foundations or erection;
 - g. Union labor;
 - h. Standby time while waiting for Customer deliveries during construction or inspections after completion;
 - i. Engineering certifications, special insurance coverage or bonds;
 - j. Special erection equipment, rigging, scaffolding, netting, barricades, protective coverings or other requirements promulgated by local, state or federal requirements;
 - k. Path alignment;
 - l. Hauling of antennas, feedline and assembly at site;
 - m. For towers that require lighting it shall be the Customer's responsibility to provide adequate electrical supply at the base of the tower.
 - n. Deviations from Customer-provided information including but not limited to, soils condition reports.

Inclusion of any of the above constitutes a change which shall be invoiced as an extra to Customer.

15. **PHOTOGRAPHS:** Sabre at all times reserves the right to take pictures of any or all of its work for advertising purposes, except those which are under classified government control.
16. **DISPUTE RESOLUTION:**
- a. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to arbitration. Issues to be mediated are subject to the exceptions in subparagraph 16.(b) for arbitration. The location of the mediation shall be the location of the project. Once one party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to conclude such mediation within sixty (60) days of filing the request.
 - b. Any controversy or claim arising out of or relating to this Agreement or its breach not resolved by mediation, except for claims which have been waived by the making or acceptance of final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. Notwithstanding paragraph 17, this agreement to arbitrate shall be governed by the Federal Arbitration Act.
 - c. A written demand for arbitration shall be filed with the American Arbitration Association and the other party to this Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding would have run.
 - d. The arbitration award shall be final. Judgment upon the award may be confirmed in any court having competent jurisdiction.
 - e. Unless otherwise agreed in writing, Sabre shall continue the work and maintain approved schedules during any arbitration proceedings. If Sabre continues to perform, Customer shall continue to make payments in accordance with the agreement. Nothing herein shall prohibit Sabre from filing a mechanics' lien against the real estate on which the work was or is being performed.
 - f. The parties agree that all parties necessary to resolve a 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.
 - g. The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by arbitration or litigation shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with such arbitration or litigation.



CONSTRUCTION CONTRACT STANDARD TERMS AND CONDITIONS

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17. GOVERNING LAW: Contracts formed as a result of this proposal and the performance thereof shall be governed by principals of contract law under the laws of the State of Iowa. Jurisdiction to resolve any dispute arising hereunder is agreed to be in the Federal and/or State District Courts located in Woodbury County, Iowa.
18. ENTIRE AGREEMENT: These terms and conditions are solely for the benefit of Sabre Communications Corporation and Customer 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.
19. WAIVER: No waiver of any provision shall be deemed or constitute a waiver of any other provision herein nor shall a waiver be construed as a continuing waiver.
20. SURVIVAL OF OBLIGATIONS: 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.

**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.