

Kim Reynolds
Governor
Adam Gregg
Lt. Governor



Department of Public Safety

Stephan Bayens
Commissioner

July 23, 2021

State Executive Council
Capitol Building
LOCAL

Ref: 29C20 Reimbursement Claim: Wind Damage and Repair to Cedar Rapids Communication Tower
Site on 3-10-21 & 3-29-21

Executive Council,

On 3-10-21, strong winds caused a tower cable on the Cedar Rapids Tower to come loose and hang in the air unsecured. This can cause additional damage if not secured, removed, and/or replaced. A 24-Hour 29C20 Notification of Act of Nature Damage (AON) was sent to the Executive Council. On 3-11-21, Electronics Research Inc., who is on State Master Agreement, provided a repair quote of \$6,576.00. The quote the quote was accepted.

On 3-29-21, another strong wind storm caused a second tower cable to come loose and hand in the air unsecured. A second 24-Hour 29C20 Notification of Act of Nature Damage (AON) was sent to the Executive Council. Electronics Research Inc. was contacted again to provide a quote, but due to a change in ERI management and internal issue they did not send a quote for the additional damage and the repairs regarding both damage events (3-10-21 & 3-29-21) was delayed until 6-28-21.

Upon completion of the repairs two invoices were sent for the completed repairs. The final invoice for the AON damage that occurred on 3-10-21 is \$6,576.00. The second Invoice titles ERI Change Request, is for the additional repairs for the AON Damage that occurred on 3-29-21 is \$3,266.00. The total reimbursement claim for the Cedar Rapids AON Damage is \$9,842.00

If you have any questions, please feel free to contact me at 1-712-269-0730

Thank you for your assistance.

Sincerely,

Capt. Richard G. Pierce
Bureau Chief,
DPS Interoperability Communication Bureau

Newton, Victoria [TOS]

From: Pierce Richard <pierce@dps.state.ia.us>
Sent: Friday, July 23, 2021 12:57 PM
To: ExecutiveCouncil [TOS]; Tammy Hollingsworth
Cc: Dostal Sandra; Hove Heath; Duden Joshua; Guffey Linda
Subject: 7-23-21 Cedar Rapid Tower - AON Reimbursement Request DPS Communications
Attachments: 3-10-21 Cedar Rapids (Old) Tower Cable Unsecured due to Strong Winds; 3-23-21 29C20 Allocation Letter ref Cedar Rapids AON Tower on 3-10-21 .tif; 3-29-21 29C20 AON Notification of additional Wind Damage to Cedar Rapids Tower; 6-21-21 DPS CR tower cable EC 29C20 Approval.pdf; 3-23-21 Signed Quote Electroics Research INC..pdf; Signed ERI invoices for AON Damage on 3-10-21 & 3-29-21.pdf; 7-23-21 Cedar Rapids Tower - 29C20 Reimbursement Request (Signed).tif

Executive Council & Tammy,

Attached is the request for reimbursement regarding the AON damage to the Cedar Rapids Tower on 3-10-21 and 3-29-21. I have include all associated paperwork related to the 29C20 Reimbursement claim. Attachment 7-23-21 Cedar Rapids Tower – 29C20 Reimbursement request is the formal request for reimbursement.

Thank you

Captain Richard Pierce
Bureau Chief
Iowa DPS Communications Interoperability Bureau
Office of the Commissioner
215 E.7th Street
Des Moines, Ia 50319
Work Ph# (515) 725-6113
Cell Ph# (712) 269-0730

Email: pierce@dps.state.ia.us



ELECTRONICS RESEARCH, INC. *ERI***INVOICE**

7777 Gardner Road • Chandler, IN 47610-9219 • USA • +1 812 925-6000 (tel) • +1 812 925-4027 (fax) • www.eriinc.com

INVOICE NO.	57647
INVOICE DATE	06/30/2021

Sold To

IOWA DEPARTMENT OF PUBLIC SAFETY
STATE OF IOWA
215 E 7TH STREET
DES MOINES, IA 50319

006822

Ship To

TBD

ORDER NO.	CUSTOMER P.O.	SHIP DATE	SHIP VIA	F.O.B.	PAYMENT TERMS	
38958	PIERCE032221	6/30/2021		PREPAID	Due on Receipt	
QUANTITY ORDERED	QUANTITY SHIPPED	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	EA	INSTALL - TOWER	<p>TOWER INSTALLATION SERVICE TV Installation</p> <p>Mobilize to site. This tower is a 364' AGL self-supporting tower. The tower owner is The State of Iowa. ASRN 1301318. Climb the tower to investigate and repair if possible, the following items:</p> <p>1. Tighten a loose safety climb. 2. Tighten loose feed lines.</p> <p>The procurement requester did not have any further information about what specifically was loose or what line the sizes are. If temporary repairs can be made with tape and ties this will be acceptable until we can get a list of needed materials. If materials need to be ordered a new quotation will be issued with an additional visit to the site to install them.</p> <p>Clean Site, Derig, and Demobilize.</p> <p>All work is to be performed unrestricted during daylight hours. (Weekend, holiday, or evening/ night work, when requested by customer will be billed an additional charge of 1.5 times standard rate.) Quote assumes work to be done under one mobilization. Quote subject to crew availability.</p> <p>Stack scrap materials neatly on site or in customer provided scrap bins. Disposal by others.</p> <p>2 climbers 24 hours each 48 hours total. 48 hours total X \$137.00 per hour = \$6,576.00 per master agreement 20073A.</p> <p>All work is to be performed unrestricted during daylight hours. (Weekend, holiday, or evening/ night work, when requested by customer will be billed an additional. Per the terms of master agreement 20073A. Quote assumes work to be done under one mobilization. Quote subject to crew availability.</p> <p><i>Capt. [Signature]</i> 7-8-21</p>	\$6,576.00	6,576.00

02-IA

GUX

Please Remit to: **Electronics Research, Inc.**
7777 Gardner Rd.
Chandler, IN 47610

PLEASE REFERENCE INVOICE NUMBER ON REMITTANCE

Past due accounts will be charged a finance charge of the lesser rate of 1.8% per month or the maximum permitted by law.

SUB-TOTAL	\$6,576.00
DISCOUNT	
SALES TAX	\$0.00
DEPOSIT	\$0.00
FREIGHT	\$0.00
INVOICE AMOUNT	\$6,576.00



Electronics Research, Inc.
7777 Gardner Road
Chandler, IN 47610 USA
EIN: 35-1083384

INVOICE

INVOICE NO.	57694
INVOICE DATE	6/30/2021

SOLD TO:

IOWA DEPARTMENT OF PUBLIC SAFETY
STATE OF IOWA
215 E 7TH STREET
DES MOINES, IA 50319

006822

SHIP TO:

TBD

ORDER #	P.O. NUMBER	SHIP VIA	FOB	PAYMENT TERMS
38958A			ORIGIN	DUE UPON RECEIPT
QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	INSTALL-TOWER	EXTRA WORK Secure (2) additional lines due to storm damage. T & M	3,266.00	\$ 3,266.00
<div style="text-align: right;"> 7-10-21</div>				

For questions concerning this invoice contact accounts receivable at +1 (812) 925-6000 ext. 287

Thank you for your business!

Make checks payable to:
Electronics Research, Inc.
7777 Gardner Road
Chandler, IN 47610 USA

SUB TOTAL	\$	3,266.00
SALES TAX	\$	-
FREIGHT	\$	-
PAY THIS AMOUNT	\$	3,266.00

7777 Gardner Road
Chandler, Indiana 47610-9219
USA

Sales@eriinc.com
CustomerSupport@eriinc.com
www.eriinc.com

+1 (812) 925-6000 (TEL)
+1 (812) 925-4030 (FAX)
(877) ERI - LINE (TFN)



Proposal

Submitted to:

Iowa Department of Public Safety

State of Iowa
215 E 7th St
Des Moines, IA 50319

Attn: Mr. Chad Current

by:

Electronics Research, Inc.

Matthew McDowell
Director of Business Development and Government Systems

Phone: 812.925.6000

mmcdowell@eriinc.com

This document includes pages 1 of 11 and is governed by the terms and conditions contained herein. Upon customer acceptance, order is subject to final review and written acceptance by ERI at our main business office. Unless otherwise stated in the body of this quotation, freight charges are not included and will be added to the final invoice. Also, unless listed separately in the body of this quotation, prices do not include any state, local, or other taxes or duties.

Proposal Number: 20210311-459

Date: March 11, 2021
Valid Through: April 10, 2021
FOB Plants of Origin / Ex Works Factories
Reference: Repair loose safety climb and three loose transmission lines.

Payment Terms: 50% with order, balance prior to shipment

Please **complete** the Purchaser's Acceptance block, **scan** this document along with your deposit check and **e-mail** to: ahand@eriinc.com or **FAX** to: 812-925-4030. Please **remit** down payment to the address below, attn: Accounts Receivable.

Purchaser's Acceptance:

Please accept our order for the products and services contained in this proposal.

Signature: 

Name: CAPT. RICHARD G. PIENCE

Title: BUREAU CHIEF

P.O. Number: PIENCE 032221



Item	Qty	Part #	Description	Unit Price	Extended
001	1	TV Services	TV Installation	6,576.00	6,576.00
<p>Mobilize to site. This tower is a 364' AGL self-supporting tower. The tower owner is The State of Iowa. ASRN 1301318.</p> <p>Climb the tower to investigate and repair if possible, the following items:</p> <ol style="list-style-type: none"> 1. Tighten a loose safety climb. 2. Tighten loose feed lines. <p>The procurement requester did not have any further information about what specifically was loose or what line the sizes are. If temporary repairs can be made with tape and ties this will be acceptable until we can get a list of needed materials. If materials need to be ordered a new quotation will be issued with an additional visit to the site to install them.</p> <p>Clean Site, Derig, and Demobilize.</p> <p>All work is to be performed unrestricted during daylight hours. (Weekend, holiday, or evening/ night work, when requested by customer will be billed an additional charge of 1.5 times standard rate.) Quote assumes work to be done under one mobilization. Quote subject to crew availability.</p> <p>Stack scrap materials neatly on site or in customer provided scrap bins. Disposal by others.</p> <p>2 climbers 24 hours each 48 hours total.</p> <p>48 hours total X \$137.00 per hour = \$6,576.00 per master agreement 20073A.</p> <p>All work is to be performed unrestricted during daylight hours. (Weekend, holiday, or evening/ night work, when requested by customer will be billed an additional. Per the terms of master agreement 20073A. Quote assumes work to be done under one mobilization. Quote subject to crew availability.</p>					

Total Price	\$6,576.00
Net Package Price	\$6,576.00
Estimated Freight	Not Included
Grand Total	\$6,576.00



Purchaser Information Page

Mail to Address:

Name: Chad Current
Company: Iowa Department of Public Safety
Company 2: State of Iowa
Address: 215 E 7th St
City, ST, ZIP: Des Moines, IA, 50319
Country:
Phone: +1 (515) 868-2494
FAX:
E-Mail: ccurrent@dps.state.ia.us

Submit to Address:

Name: Chad Current
Company: Iowa Department of Public Safety
Company 2: State of Iowa
Address: 215 E 7th St
City, ST, ZIP: Des Moines, IA, 50319
Country:
Phone: +1 (515) 868-2494
FAX:
E-Mail: ccurrent@dps.state.ia.us

Ship Via:

ERI selected method, unless
otherwise specified.

Final CP Received? No

Comments:

Ship to Address:

Name:
Company: Iowa State Patrol District 11
Address: 5400 16th Ave, SW
City, ST, ZIP: Cedar Rapids, IA, 52404
Country:
Phone:
FAX:
E-Mail:

Consultant Address:

Name:
Company:
Address:
City, ST, ZIP:
Country:
Phone:
FAX:
E-Mail:

Special Shipping Method:

7777 Gardner Road
Chandler, IN 47610-9219
USA

+1 812 925-6000 (tel)
+1 812 925-4030 (fax)
877 ERI-LINE (toll-free)

Sales@eriinc.com
CustomerSupport@eriinc.com
www.eriinc.com



1. Applicable to All Orders

1.1 Acceptance of Proposal: When the Proposal is signed by Buyer, returned to Electronics Research, Inc. (hereinafter called "ERI"), and accepted by ERI at its offices in Chandler, Indiana, USA, the Proposal shall become a binding agreement for the purchase by buyer from ERI of the Products and/or Services described therein, upon the terms specified, including these Terms and Conditions of Sale, attached to the Proposal. Refundable deposits are charged for some skids and large size cable reels. All orders are subject to a minimum charge of \$50.00 net.

1.2 Acknowledgement of Terms: By signing the Proposal, Buyer represents and acknowledges that it has fully read, understands, and accepts the terms of the Proposal, including these "Terms and Conditions of Sale" included therein, that the Proposal contains the complete and final agreement of Buyer and ERI with respect to the Products and/or Services described therein; that all other agreements, representations, and warranties, whether oral or in writing, made prior to or at the time of the signing of the Proposal, are merged and replaced therein; and that no change or addition to the Proposal shall be valid and enforceable unless made in writing and signed by an authorized representative of ERI.

1.3 Buyer's Terms and Conditions: ERI desires to provide its customers with prompt and efficient service. However, to negotiate individually the terms and conditions of each sales contract would substantially impair ERI's ability to provide such service. Accordingly, Products and Services furnished by ERI are sold only on the terms and conditions stated herein, any terms or conditions on Buyer's order to the contrary notwithstanding. ERI's performance of any contract is expressly made conditional on Buyer's agreement to ERI's Terms and Conditions of Sale unless otherwise specifically agreed to, in writing, by ERI. In the absence of such agreement, commencement of performance and/or delivery shall be for Buyer's convenience only and shall not be deemed or construed to be acceptance of Buyer's terms and conditions. If a contract is not earlier formed by mutual agreement, in writing, acceptance of any Product or Service shall be deemed acceptance of the terms and conditions stated herein. In the case of a conflict between the terms and conditions stated herein and those appearing on the face of this Proposal, the latter shall control. All contracts for the sale of Products and/or Services shall be construed under and governed by the laws of the State of Indiana, the location of ERI's primary manufacturing facilities and its corporate headquarters.

1.4 Conditions of Proposal: ERI's Proposal is subject to the following:

1.4.1 The Buyer warrants that all information supplied by it to ERI for the preparation by ERI of the Proposal, including oral and written correspondence, reports, plans, and specifications are adequate, accurate, workable, and practicable of design, and, if the supplied information is followed, a sufficient and satisfactory result will be achieved. Buyer shall be responsible for all costs incurred by ERI by reason of any inaccurate or incomplete information supplied by Buyer.

1.4.2 Unless otherwise stated in the Proposal, the Buyer is responsible for obtaining any necessary permits and/or approvals (FCC, FAA, local, etc.) needed to install and use the Products included in the Proposal. If the Proposal includes Installation Services, the necessary permits must be obtained prior to mobilization.

1.4.3 UNLESS OTHERWISE SPECIFIED, IN WRITING, ALL PROPOSALS ARE FIRM FOR, AND EXPIRE, THIRTY (30) DAYS AFTER DATE THEREOF AND CONSTITUTE OFFERS, provided, however, that budgetary Proposals and estimates are for preliminary information only and shall neither constitute offers, nor impose any responsibility or liability upon ERI.

1.4.4 Unless otherwise stated in writing by ERI in the Proposal, all prices in a Proposal shall be exclusive of transportation, insurance, taxes (including, without limitation, any sales, use or similar tax, and any tax levied on or assessed to ERI after Product delivery by reason of ERI's security interest in Products), license fees, customs fees, duties and other charges related thereto, and Buyer shall report and pay any and all such shipping charges, premiums, taxes, fees, duties and other charges related thereto, and shall hold ERI harmless there from, provided, however, that if ERI, in its sole discretion, chooses to make any such payment, Buyer shall reimburse ERI in full upon demand.

1.4.5 Stenographical, typographical and clerical errors contained in the Proposal are subject to correction.

1.4.6 Prices set forth in a Proposal are for Products and/or Services only and do not include technical data, proprietary rights of any kind, patent rights, qualification, environmental or other than ERI's standard product performance tests, and other than ERI's normal domestic commercial packaging, unless expressly agreed to in writing by ERI.

1.4.7 Published weights and dimensions are approximate only. Certified dimension drawings can be obtained upon request. Manuals, programs, listings, drawings, or other documentation required hereunder must be referenced specifically.

1.5 Terms of Payment: Unless otherwise stated in the Proposal, payment is due upon delivery. All payments for Products released and shipped on approved credit accounts shall be due in upon receipt of invoice therefore. Past due balances shall be subject to a late charge of 1.8% per month. Partial shipments will be billed as made and payments therefore are subject to the above terms. Payment shall not be withheld for delay in delivery of required documentation unless a separate price is stated therefore, and then only to the extent of the price stated for such undelivered documentation. ERI may cancel or delay delivery of Products in the event Buyer fails to make prompt payment therefore or in the event of an arrearage in Buyer's account with ERI.

1.6 Performance: ERI will make all reasonable effort to observe its dates indicated for delivery or other performance. However, ERI shall not be liable in any way because of any delay in performance hereunder due to acceptance of prior orders; technical difficulties; strike; lockout; riot; war; fire; act of God; accident; failure or breakdown of components necessary to complete an order; subcontractor, supplier or Buyer caused delays; inability to obtain or constrain substantial rises in the price of labor, materials or manufacturing facilities; curtailment of or failure to obtain sufficient electrical or other energy supplies; or compliance with any law, or regulation or order, whether valid or invalid, of any cognizant governmental body or any instrumentality thereof now existing or hereafter created; or due to any unforeseen circumstances or causes beyond ERI's control, provided such delay is neither material nor indefinite. ERI's performance shall be deemed suspended during and extended for such time as it is so delayed, and thereafter Buyer shall accept performance hereunder. Delay in performance shall not be considered material or indefinite unless it exceeds or is reasonably estimated by ERI to exceed a period of six (6) months. ERI reserves the right, in its sole discretion, to allocate inventories and current production and substitute suitable materials when, in its opinion, such allocation or substitution is necessary due to such circumstances or causes in the interest of conservation of scarce materials and efficient utilization of high value parts and components. ERI's products may contain remanufactured parts and components. Such parts and components are covered by the same warranty and are subject to the same high standards of quality control applied to other parts and components. No penalty clause for delay in performance contained in any Buyer-originated documents of any kind shall be effective. As used herein, "performance" shall include, without limitation, fabrication, shipment, delivery, assembly, installation, testing and warranty repair or replacement, as applicable.

1.7 Change Orders: Buyer change orders must be in writing and no change shall be made pursuant to this clause unless agreed to in writing and signed by duly authorized representatives of ERI and Buyer. If any such change causes an increase or decrease in the cost or the time required for the performance of any part of the work, an equitable adjustment shall be made in the contract price and schedule. ERI shall have no obligation to commence any extra or changed work without written agreement as to adjustments to contract price and delivery schedules affected thereby.

1.8 Assignments and Terminations: Any assignment by Buyer of any contract created by the Proposal without the express written consent of ERI is void. No order may be terminated by Buyer except by mutual agreement in writing. Terminations by mutual agreement are subject to the following conditions: (a) Buyer will pay, at applicable contract prices, for all Products which are completely manufactured and allocable to Buyer at the time of ERI's receipt of a request for mutual termination; (b) Buyer will pay all costs, direct and indirect, which have been incurred by ERI with regard to Products which have not been completely manufactured at the time of ERI's receipt of a request for mutual termination, plus a pro rata portion of normal profit on the contract; (c) Buyer will pay a termination charge on all other Products affected by the termination. (d) Orders for standard catalog products may be canceled prior shipment, however any order that has been cut, filled or packaged prior to Seller's receipt of cancellation notice shall be subject to a 20% re-stocking charge. (e) Orders for non-standard products or specially manufactured products may be canceled prior to the start of manufacture provided Buyer reimburses ERI for any actual costs incurred on the order prior to the effective cancellation date. After manufacture commences, orders for non-standard products or specially manufactured products may not be canceled. In the event Buyer terminates such orders, Buyer shall be liable to ERI for termination charges, including, but not limited to, reasonable profits. ERI's normal accounting practices shall be used to determine costs and other charges. To reduce termination charges, ERI will divert completed parts, material or work in process from terminated contracts to other Buyers whenever, in ERI's sole discretion, it is practicable to do so.

1.9 Damage and Liability: ERI'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY ERI FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE. IN NO EVENT SHALL ERI BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, OR SPECIAL DAMAGES, HOWSOEVER CAUSED. Liability to third parties for bodily injury, including death, resulting from ERI's performance shall be determined in accordance with applicable law and shall not be affected by the liability limitations stated above in this paragraph.

1.10 Disputes: All disputes under any contract concerning Products and/or Services not otherwise resolved between ERI and Buyer shall be resolved in a court of competent jurisdiction in the County of Warrick in the State of Indiana or the United States District Court for the Southern District of Indiana, Evansville Division, and in no other place. Provided, that in ERI's sole discretion, such action may be heard in some other place designated by ERI if necessary to acquire jurisdiction over third persons so that the dispute can be resolved in one action. Buyer hereby consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof. No action, regardless of form, arising out of, or in any way connected with, the Products or Services furnished by ERI, may be brought by Buyer more than one (1) year after the cause of action has occurred. If any part, provision or clause of these Terms and Conditions of sale, or the application thereof to any person or circumstances, is held invalid, void or unenforceable, such holding shall not affect and shall leave valid all other parts, provisions, clauses or applications of these Terms and Conditions remaining, and to this end these Terms and Conditions shall be treated as severable.

1.11 General Conditions:

1.11.1 No delay or failure on the part of ERI in exercising any right or remedy under any contract resulting from, and/or partial or single exercise thereof, shall constitute a waiver of such right or any other remedy. ERI's rights and remedies under any contract resulting here from are cumulative and not alternative.

1.11.2 If any term of any contract resulting here from or the application thereof shall be illegal, such illegality shall not affect any other term or condition thereof, and such shall continue in full force and effect.

1.11.3 Any contract resulting here from shall be binding upon the heirs, personal representative, successors and permitted assigns of the parties.

2. Applicable to Orders for Products

2.1 Transportation and Risk of Loss: Transportation will normally follow Buyer's shipping instructions, but ERI reserves the right to ship Products freight collect and to select the means of transportation and routing when Buyers instructions are deemed unsuitable in ERI's judgment. Unless

otherwise advised, ERI may, but shall be under no obligation to, insure to full value of the Products or declare full value thereof to the transportation company at the time of delivery, and all freight and insurance costs shall be for Buyer's account. Risk of loss and/or damage shall pass to Buyer upon delivery of the Products to the transportation company at the FOB point whether or not installation is provided by or under supervision of ERI. Confiscation or destruction of, or damage to Products shall not release, reduce or in any way affect the liability of Buyer therefore. Notwithstanding any defect or nonconformity, or any other matter, such risk of loss and/or damage shall remain in Buyer until the Products are returned at Buyer's expense to such place as ERI may designate, in writing. Buyer, at its expense, shall fully insure Products against all loss and/or damage until ERI has been paid in full or the Products have been returned for whatever reason to ERI. All Products must be inspected upon receipt and claims should be filed with the transportation company when there is evidence of shipping damage, either concealed or external. As used in the clauses appearing herein or attached hereto, "delivery" shall occur when the Product is delivered at the FOB point which shall be the point of manufacture or such other place as ERI shall specify, in writing, notwithstanding installation by or under supervision of ERI.

2.2 Acceptance: The shipment by ERI of a Product to the Buyer shall constitute acceptance of that Product by Buyer, unless notice of defect or nonconformity is received by ERI within thirty (30) days of receipt of the Product at Buyer's designated receiving address, provided, that for Products for which ERI agrees, in writing, to perform acceptance testing after installation, the completion of ERI's applicable acceptance test, or execution of ERI's acceptance form by Buyer, shall constitute acceptance of the Product by Buyer. Notwithstanding the foregoing, any use of a Product by Buyer, its agents, employees, contractors or licensees, for any purpose, after receipt thereof, shall constitute acceptance of that Product by Buyer. ERI may repair or, at its option, replace defective or nonconforming parts after receipt of notice of defect or nonconformity.

2.3 Shipment Delays/Billing in Place: Upon completion of Buyer's order, any delay in shipment attributable to Buyer, including, but not limited to, Buyer's request to defer the delivery date, shall cause the following to occur: Thirty (30) days after the original shipment date, a storage charge of 1½% of the invoice price per month will be billed to Buyer and title to the shipment will automatically pass to Buyer. ERI will invoice Buyer for completed goods and Buyer will pay in accordance with the terms of the original sale, as the goods will be deemed to have shipped in place. ERI will insure against risk of loss until physical shipment of the goods to a common carrier. A tower shipment date is contingent upon receipt by ERI of all necessary site specific information. This information must be included with the signed Proposal and tower order. Depending upon the nature of the project, site specific information may include, but is not limited to: a site survey showing plot dimensions, topography, and possible obstructions; a geotechnical report; the desired tower orientation; the desired antenna orientation; and a complete shipping address.

2.4 Returns: Standard catalog products may be returned for credit provided such products are returned within six (6) months after the original shipment date. The minimum value accepted for return from each purchase order is \$50.00. The amount of credit issued for any returned product shall be determined solely by ERI based on the resalable condition of the product. Non-standard products, including products specially manufactured in accordance with Buyer's specifications or tuned to one or more specified operating frequencies may not be returned for credit. Buyer shall obtain ERI's written return goods authorization prior to returning any Product for credit.

2.5 Service Warning: The Products may be dangerous if improperly installed, handled, serviced, refurbished, or reinforced. In the event that repair, maintenance or servicing need to be performed on the Products, Buyer should contact ERI immediately. ERI shall not be liable for any damages or injuries occurring in connection with maintenance, servicing or repair work on the Products done by persons other than ERI or its duly authorized representatives.

2.6 Installation: Unless this Proposal includes installation services, Buyer is responsible for installation of the Products, including preparation and maintenance of all Products, materials, or services necessary for the operation of the Products not provided by ERI. All installations should be performed by qualified tower climbers and electricians. All OSHA, state and local safety regulations should be observed. Any photos or drawings in product literature, installation manuals, or drawings are used to illustrate a specific point and are not intended to supersede any OSHA, state or local safety regulations.

2.7 Patents and Other Intellectual Property Rights: ERI will, at its own expense and as set forth herein, defend any action brought against Buyer in respect to any claim that the design or manufacture of any Product in ERI's commercial line of Products or manufactured to specifications set by ERI and furnished hereunder, constitutes an infringement of any patents or other intellectual property rights of the United States. Subject to the provisions in the DAMAGES AND LIABILITY section hereof, ERI will pay all damages and costs either awarded in a suit or paid, in ERI's sole discretion, by way of settlement, which are based on such claim of infringement, provided, that Buyer promptly notifies ERI, in writing, of such claim or infringement and gives ERI full authority, information and assistance in settling or defending such claim, or ERI will, in its sole discretion and at its own expense, either procure a license which will protect Buyer against such claim without cost to Buyer, replace said Product with a non-infringing Product or remove said Product and refund an equitable portion of the price paid by the Buyer to ERI for said Product. ERI shall have no liability whatsoever hereunder with respect to any claims settled by Buyer without ERI's prior written consent. ERI EXPRESSLY EXCLUDES from any liability hereunder, and Buyer shall hold ERI harmless from and against, any expense, loss, costs, damages or liability resulting from claimed infringement of patents, trademarks, copyrights or other intellectual property rights: (a) arising from a use of or a combination of a Product with other equipment, processes, programming applications or materials not furnished under the Proposal; (b) based on items made with the Products furnished under the Proposal; (c) arising out of compliance by ERI with Buyer's designs, specifications or instructions; and/or (d) arising from use or manufacture by anyone of inventions in connection with Products or services sold, used or intended for sale or use in performing contracts with the United States or related subcontracts. The foregoing states ERI's entire liability for any claim based upon or related to any alleged infringement of any patent or other intellectual property rights.

2.8 Standard Two (2) Year Product Limited Warranty: Electronics Research, Inc. (ERI) warrants to the original Buyer that its Product is free from defects in material or workmanship

2.8.1 existing at the time of shipment from the factory or

2.8.2 that develop under normal use in a properly installed and maintained system for a period of twenty-four (24) months following the date of shipment, ex-works.

2.8.3 ERI Exclusions: Expressly excluded from the terms of this limited warranty are defects caused by:

2.8.3.1 faulty installation;

2.8.3.2 all minor system leakage ("leakage" is defined in paragraph 2.8.15), below);

2.8.3.3 equipment leaks and detuning if caused by rough handling or installation;

2.8.3.4 lack of proper inspection and maintenance;

2.8.3.5 unusually severe weather, lightning, icing, acts of God; such events require inspection for, and correction of, such damage;

2.8.3.6 water intrusion, foreign materials in the system;

2.8.3.7 vandalism, physical abuse, tampering, or unauthorized disassembly, repair or modification without explicit written approval of ERI;

2.8.3.8 operation not in accordance with published ratings, specifications, or instructions.

2.8.4 ERI Products are delivered Ex-Works. Unless ERI supervises the transportation, delivery, and/or installation of the product, ERI is not responsible for damage that may result from incorrect or improper transportation, storage, handling or installation of Products.

2.8.5 Buyer shall regularly inspect and maintain all ERI manufactured parts and Resale parts in accordance with ERI's and/or manufacturer's inspection and maintenance guidelines and in accordance with all regulations and recommendations of any government agency or body and in accordance with generally accepted industry maintenance standards. An initial inspection shall be conducted promptly after installation to verify that the installation is properly performed in accordance with ERI's and/or the manufacturer's installation instructions and procedures. Such inspections shall be performed at Buyer's expense by qualified personnel, and inspection summary report(s) shall be prepared immediately upon inspection completion. Reports of initial inspections shall be submitted to ERI Customer Service. Buyer shall forever protect, defend, indemnify, and hold ERI free and harmless against all claims, demands, liabilities, cause of action (including, without limitation, legal costs and expenses and reasonable attorney's fees) arising out of, or relating to Buyer's failure to completely discharge its obligations hereunder.

2.8.6 Buyer shall follow promptly all recommendations from qualified inspectors and/or ERI regarding the maintenance of all ERI manufactured and Resale structural Products.

2.8.7 Upon making a warranty claim, make copies of all preceding inspection reports and dispositions available to ERI for review.

2.8.8 Any defective warranted component of an ERI product will be repaired or replaced at the place of manufacture, ex-works, without charge if all defective components are returned by the Buyer to ERI, and ERI inspection discloses that such defects are as reported and are not the result of ERI Exclusions.

2.8.9 Under some circumstances, continuity of service may necessitate immediate shipment of repair parts before ERI inspection of defective parts. Under these conditions, ERI requires that Buyer place an order for replacement parts and will require that all defective parts be packaged and returned for factory inspection and determination of warranty status. If failure is determined to be covered by this warranty, credit will be issued for parts ordered by Buyer to expedite replacement.

2.8.10 Other than the replacement of defective Products or components ex-works, ERI shall not be responsible for any costs or expenses incurred by the Buyer arising from the identification, removal, and replacement of defective products.

2.8.11 ERI, at its sole discretion, may choose to supply warranty parts for repairs on site. In such cases, materials shall be shipped free of additional charge to the site. Losses arising from repair or replacement activities, including those for delays, rigging, and additional installation or maintenance crew time, are not covered under this warranty.

2.8.12 Warranty repairs/replacements, whether at factory or on site, will fulfill the term of the original warranty. No extension of the original warranty term will be allowed.

2.8.13 "Resale equipment/parts/components" are defined as equipment, parts, or components purchased from another manufacturer or supplier and resold by ERI, shall only carry such manufacturer's or supplier's standard warranty in effect at the time of Product shipment from the supplier.

2.8.14 Antenna warranties shall be void if Buyer does not (i) purge and pressurize the antenna system with dry nitrogen or dry air furnished by the Buyer immediately following the installation of the system to initially check for installation leaks and (ii) maintain the antenna under a positive pressure of approximately 2 to 5 pounds per square inch at all times, including prior to installation, using either dry nitrogen or dry air. This warranty is void in the event that the system is pressurized above ERI's published instructions.

2.8.15 Minor leakage in a large system can be difficult if not impossible to detect, especially since temperature variations can mask their extent. ERI recommends the installation of dehydration equipment in any significant pressurized system. Minor leakage is beneficial because it causes occasional cycling the dehydration equipment and provides a fresh purge to the system. ERI regards any leak resulting in a system pressure drop of 0.5 PSI per day or less, temperature compensated, as an acceptable leak rate not actionable under these warranty terms.

2.8.16 For the scope and purposes of this warranty with regard to ERI manufactured structural towers/parts and resale structural parts, the phrase "Current Standard" is defined as the most current revision of ANSI/TIA-222 Standard including, but not limited to, all relevant appendices and annexes thereof, and all relevant documents incorporated by reference therefrom. This warranty shall be void if the Buyer does not:

2.8.16.1 follow all relevant and applicable directives as set forth in the Current Standard;

2.8.16.2 consult and obtain explicit approval from ERI regarding the qualifications of the tower crew chosen to implement/install any structural repairs and/or modifications;

2.8.16.3 consult and obtain explicit approval from ERI prior to implementing changes to the structure serviceability requirements, structure classification, and/or tower appurtenance loading (such as antennas, transmission lines, mounts, ice shields, platforms, ladders, etc.) which varies significantly from the original design parameters as determined by ERI.

2.8.17 Adequate VSWR monitoring and protection equipment must be installed and properly maintained in the transmission system to prevent system damage from ice, lightning, and other natural phenomena. Failure to properly install, maintain, or observe the warnings of the VSWR protection equipment voids this warranty, and subsequent damage caused by such failure is not covered under this warranty. ERI recommends purchase of an ERI manufactured or approved VSWR protection unit at time of antenna purchase.

2.8.18 If warranty site service is requested, it will be provided pursuant to a Buyer issued purchase order. If defects are not found to be the result of a valid warranty claim an invoice for such service will be issued at prevailing rates.

2.8.19 Notification of warranty claim must be provided to ERI within 30 days of the triggering event or detection of the failure.

2.8.20 In no case may the value of the warranty claim exceed the purchase price of the Product.

2.8.21 Warranty services will be provided, and valid claims will be honored as long as Buyer is current on all accounts due and owing to ERI.

2.8.22 THE FOREGOING WARRANTY IS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR APPLICATION OR PURPOSE. THERE ARE NO WARRANTIES, REPRESENTATIONS OF FACT, OR PROMISES WITH RESPECT TO SIGNAL COVERAGE OR STRENGTH.

2.8.23 UNDER NO CIRCUMSTANCES SHALL ERI BE OBLIGATED OR LIABLE FOR SPECIAL INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES, LOSSES, OR EXPENSES IN CONNECTION WITH OR BY REASON OF THE FOREGOING WARRANTY OR BY REASON OF SOME OTHER TYPE OF EXPRESS OR IMPLIED WARRANTY FOUND TO EXIST NOTWITHSTANDING THE FOREGOING DISCLAIMERS.

2.9 Warranty Replacement and Adjustment: All claims under warranty must be made promptly after occurrence of circumstances giving rise thereto and must be received within the applicable warranty period by ERI or its authorized representative. Such claims should include the Product type and serial numbers and a full description of the circumstances giving rise to the claim. Before any Products are returned for repair and/or adjustment, written authorization from ERI or its authorized representative for the return and instructions as to how and where such Products should be shipped must be obtained. Any Product returned to ERI for examination shall be sent prepaid via the means of transportation indicated as acceptable by ERI. ERI reserves the right to reject any warranty claim not promptly reported and any warranty claim on any item that has been altered or has been shipped by non acceptable means of transportation. When any Product is returned for examination and inspection, or for any other reason Buyer shall be responsible for all damage resulting from improper packing or handling, and for loss in transit notwithstanding any defect or non conformity in the Product. In all cases ERI has sole responsibility for determining the cause and nature of failure, and ERI's determination with regard thereto shall be final. If it is found that ERI's Product has been returned without cause and is still serviceable, Buyer will be notified and the Product returned at its expense; in addition, a charge for testing and examination may, in ERI's sole discretion, be made on Products so returned.

2.10 General Conditions:

2.10.1 ERI reserves the right to change or modify its design and construction of the Products and/or to substitute materials equal to or superior to or functional equivalents to that originally specified herein provided, however, that any substitution, change or modification shall not materially and adversely affect Buyer's ability to use the Products.

2.10.2 ERI reserves the right to make changes in design and construction of the Products it manufactures for others and to make and/or add improvements in such Products at any time without incurring any obligation to install the same in the products sold herein.

2.10.3 The Buyer shall at its expense engage any qualified engineer necessary to approve ERI's design, obtain building permits, and insure structural integrity of existing structure considering any ERI addition or appurtenance unless otherwise specified in the Proposal. ERI shall furnish construction and installation drawings and engineering data for its Products upon request.

2.10.4 The Proposal is submitted in accordance with the ANSI/EIA/TIA-222 standard in effect as of the date of the Proposal, unless otherwise stated in the body of the Proposal. This standard is intended to set the minimum criteria for the structural design, fabrication and construction of antennas and antenna support structures. It is the responsibility of the Buyer to provide site specific data and design requirements and any requirements differing from those contained in this standard to ERI prior to accepting the Proposal. Please refer to the applicable edition of the ANSI/EIA/TIA-222 standard for further information.

2.10.5 Buyer is responsible for any and all disposal and recycling of Products, packaging, reels, shipping crates, and other items associated with the fulfillment of order, as well as for compliance with any mandated "green" initiatives.

2.10.6 If field services are provided Buyer may request to be named as an additional insured on ERI's Liability policy and be provided a Certificate of Insurance naming Buyer as a certificate holder.

3. Special Terms and Conditions Applied to Field and Installation Services

3.1 If ERI is not the current Engineer of Record (EOR) for the supporting structure, it shall be the Purchaser's responsibility to engage the current structure's EOR or a Qualified Engineer to review all Construction Class IV work activities to assess construction loads at rigging attachment points and/or work activities impacting the strength and stability of the supporting tower such as structural member replacements in direct accordance with the current ANSI/TIA-322, Loading, Analysis, and Design Criteria Related to the Installation, Alteration and Maintenance of Communication Structures. ERI shall retain the services of a Supervising Engineer to develop construction loads which will be provided to the Purchaser, or their named representative, along with specific rigging attachment points being made to the supporting structure no less than 2 weeks prior to planned Construction Class IV work activities to allow time for the EOR/Qualified Engineer review. Any work delays occurring from the Purchaser's engineering review may result in delayed mobilizations and/or change order fees for downtime. Please note, if the Purchaser is unable or unwilling to attain the required engineering services to facilitate the construction review in accordance with current industry standards, any and all fees incurred by ERI for performing additional engineering assessments including any potential field inspections shall be submitted to the Purchaser as part of a change order.

3.2 The Proposal is based on work carried out in one mobilization and continuous operation without interruption or delays due to Buyer supplied missing materials, such as, but not limited to antennas, transmission lines, transmission line hangers, installation drawings, tower components, or electrical power. All material necessary for completing installation to be furnished by Buyer, must be on the tower site prior to starting of installation or scheduled in such a manner as to avoid delaying crew. Proposal is also based upon the following conditions:

3.2.1 Painting of the tower components (i.e. antenna or line) is not included in Proposal unless specified in Proposal.

3.2.2 Antenna feed line system will end just inside the transmitter facility (max 20'). Purchaser to have existing port for the line to enter. ERI is not responsible for installation inside the transmitter facility, such as, but not limited to inside transmission line runs, hangers, wall feed through plates, etc. ERI can perform these tasks at our standard daily rate if so desired.

3.2.3 This Proposal is subject to mutually negotiated scheduling and availability of resources and personnel. In case of significant delays beyond the control of ERI that cause ERI increased costs due to the rescheduling of crews, additional charges may apply. For this purpose, a delay shall not be considered significant unless it exceeds a period of ninety (90) days.

3.2.4 All work is to be performed unrestricted during daylight hours. (Weekend, holiday, or evening/ night work, when requested by customer will be billed an additional charge of 1.5 times standard rate.)

3.2.5 No guy wires interlaced or overhead power lines in working areas.

3.2.6 No tower, antenna, feed line, and/or bracket modifications required unless specified in Proposal.

3.2.7 No onsite transmission line field cuts required. If necessary, additional charges will be billed.

- 3.2.8 Antennas are assumed to have no more than 2 parasitic directors per bay. Each additional will be billed as necessary.
- 3.2.9 Taxes, bond or permit costs/fees have been paid by buyer/customer.
- 3.2.10 All antennas to be non-radiating or reduced to a safe power level while ERI personnel are in the immediate RF zones.
- 3.3 Downtime resulting from situations beyond the control of ERI or its subsidiary ERI Installations, Inc. as described above, will be billed at normal labor rates.
- 3.4 The Proposal on labor to install tower and/or antenna and other related equipment is based upon weather and time of day suitable for outdoor construction. Installation, field services and hazardous operations shall not be performed under adverse weather conditions for the safety of ERI personnel. Adverse weather delays shall be charged to Buyer at normal day rates and will be added to the construction schedule as time extensions. Certain operations may be performed under adverse weather conditions by mutual agreement and shall be billed at special rates provided in the Proposal. The ERI representative is the sole determinant of suitable and safe conditions while ERI personnel are on site.
- 3.5 In the event adverse weather causes a delay, ERI will notify the Buyer of those conditions and additional charges as soon as it is practical to do so. The responsibility to determine this condition rests with the ERI supervisor on site.
- 3.6 The tower site shall be accessible to workman and installation equipment, using two-wheel drive vehicles (under their own power) and heavy construction equipment such as, but not limited to cranes, concrete trucks, semi-tractor trailers, forklifts, etc.
- 3.7 All labor is based upon non-union wages. Should any conditions exist such that the use of union trades for installation of the tower, accessories and/or foundations is necessary, the prices stated in the Proposal are subject to adjustment unless a union stipulation has been specifically noted in the Proposal. Unless provided by ERI, the foundations must be completed so as to permit continuous work from time ERI's crew reports on the job and must be finished in accordance with ERI's specifications.
- 3.8 The Buyer assumes all liability resulting from site conditions differing from those specified or agreed to by the Buyer.
- 3.9 Unless otherwise specified in the Proposal, it is also Buyer's responsibility to:
- 3.9.1 To provide one (1) tagline path (75 feet wide and equal in length to the height of the tower) at the work face, cleared of all obstructions in order to permit a truck to be driven thereon.
 - 3.9.2 Clear a guy path alley and fire lane down each guy radial 25 feet wide on each side of the guy line; and extend this lane 50 feet beyond the outer guy anchor, a 10-foot width of this 50-foot lane must be cleared of all obstructions in order to permit a truck to be driven thereon.
 - 3.9.3 So grade the area immediately surrounding the tower site so as to permit the movement of trucks, cranes and/or other equipment required to handle and install the tower or related appurtenances.
 - 3.9.4 Clear an area a minimum of 200 feet x 200 feet adjacent to the center of the tower to permit unloading, sorting, assembling, working space, and shall provide a hoist and equipment area 20 feet x 50 feet with capabilities for anchoring.
 - 3.9.5 Provide a free and clear radius of 100 feet at the tower base for construction equipment and to allow staging and landing during tower construction and for future service work. This area shall have a rock/gravel surface bedding to support heavy equipment.
 - 3.9.6 Provide fittings and gas required in pressure checking all of the antennas and transmission lines, if required.
 - 3.9.7 A safe and secure work site to prevent theft and vandalism of contractor provided equipment and materials and Buyer delivered materials.
 - 3.9.8 Provide electric power to the base of the tower suitable for powering construction equipment and tools. This also includes permanent electric power for the tower lighting system, if required, in accordance with the current revision of FAA circular AC 70/7460-1.
 - 3.9.9 Provide the police service to direct traffic, if in the event the guy lines should cross a public or private road and secure the site from theft or vandalism of ERI equipment.
 - 3.9.10 Provide toilet facilities, water, and trash containers for waste disposal. If sufficient trash receptacles are not provided, all trash and removed steel, antennas, mounts, lines, etc. shall be neatly left on site.

3.9.11 Provide scaled site survey of proposed tower location specifying tower location and orientation, property boundaries, site topography, overhead or buried utility service lines, or any other construction hazards or obstructions. Also provide survey required for antenna location and/or directional proof.

3.9.12 Provide a cleared and level area suitable for and capable of anchoring a hoist with a minimum area of 30' x 25'.

3.9.13 Obtain a tower structural analysis from a licensed Professional Engineer appropriate to the scope of work being requested.

3.9.14 Obtain any necessary rights of way and/or easements to allow access to work sites.

3.9.15 Provide a local certified electrical worker to make final connections. ERI's responsibility for lighting conduit and electrical wiring ends at the base of the tower.

3.9.16 Coordinate any required RF reductions or off-air time to allow ERI to perform necessary work in a safe and acceptable RF environment without any work flow interruption. If this cannot be accomplished, standby charges will apply at standard rates. ERI is NOT responsible for any consequential damages or loss of revenue or audience as a result of having to reduce transmitter power or go off air in order to accomplish a safe working environment.

3.9.17 Provide surveyed and staked locations for utilities, foundations, and directional proof prior to arrival of tower installation and/or foundation installation crews. Surveys must be coordinated with ERI.

3.10 When foundations are specified as a part of the Proposal, the Proposal for such work is based upon such work being undertaken and completed under "assumed normal" soil conditions as described by the latest revision of the ANSI/EIA-222 code. It shall be the responsibility of the Buyer to supply specific soil descriptive parameters, and ERI shall have an absolute right to rely on written test reports furnished by Buyer in the preparation of foundation drawings and in the installation of foundations. Normal soil conditions do not include rock, saturated soil, frozen soil, peat, or other soil variations similar or dissimilar. If subsurface soil conditions differ from geotechnical report and delay foundation work, the project schedule will be increased accordingly, and additional charges will be billed.

3.11 The installation price does not include work such as clearing or grading of tower site; installing, re-locating or repairing utility services; obtaining profiles or surveys; installing grounding systems unless specified; blasting; rock removal; water evacuation; cribbing; installing fill; removal of obstructions; snow removal, installation of planking; road building; clearance for site access; clearing of guy anchor paths; or any other kind of site preparation or site maintenance work.

3.12 If necessity dictates non-included labor or materials to be expended resulting from but not limited to, compliance to OSHA or local safety standards, inadequate site accessibility, non-included specified soil conditions, non-included labor or material requirements, then ERI shall be allowed to increase the installation and materials price to include any additional cost incurred, plus a reasonable profit.

3.13 ERI has the right to complete installation work early and be compensated for delay damages if other segments of the project, not in ERI control, affect an early completion of any part of ERI's work if ERI submits a reasonable plan to place the Buyer on notice of the intent to finish early and submits documentation of delays.

3.14 If requested or approved by the Buyer, ERI may provide accelerated services including overtime and/or multiple crews, as required to maintain the schedule or provide other services, and Buyer agrees to compensate ERI for such services.

Revised July 23, 2020

