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QUOTATION

Quote To: City of Deer Park, TX
Mike Ramos
mramos@deerparktx.org
Deer Park, TX 77536

Proposal Number: Q19-10965 - 9
Quote Date: 3/9/2020
Quote Valid for: 30 days

ROHN Contact: JD Long

Phone: 309-566-3030

Email: j.long@rohntower.com

Item #	Qty Description	Unit Price
C-21634	1 ROHN Structure: 100ft Tapered Steel Pole Designed to Support the Antennas & Transmission Lines as shown on enclosed drawing "Q19-10965-1 PROFILE" for site "FIRE STATION NO. 3 DEER PARK" located in Harris County, Texas	
	** Updated Pricing from 12-17-2019 / Lights deducted **	
STRUCTURE	Rohn Structure Parts Total	\$22,015.00
C-21634-A	Anchor Bolts & Templates	\$2,000.00
DESIGN	Design Drawings & Calculations w/State of Texas PE Seal & Conventional Foundation design based on submitted soil report	\$1,500.00
POLE_INSTALL	Pole Installation - including only items listed in the Base Price	\$17,900.00
FND_INSTALL	Foundation Installation - using Caisson design based on Geotechnical report - FOUNDATION SIZE REVISED TO HANDLE (3) CONDUITS (per customer request). Increase in costs due to Concrete Quantity and Installation Costs due to the use of wet hole slurry construction.	\$28,950.00
ANC FRT	Estimated Freight for Anchor Bolt Shipment to Deer Park, TX 77536	\$550.00
TWR FRT	Estimated Freight Charges (1 FLAT BED TRAILER) for shipment of the Above Quoted Tower Material to an accessible delivery site in Deer Park, TX 77536	\$3,990.00
	SUB TOTAL	\$76,905.00
	TOTAL	\$76,905.00

This Structure is designed for:

Design Code: ANSI/TIA-222-REV G 2005
Wind Speed: ASCE 7-16 Factored Wind Speed (No Ice) = 149 MPH
Wind Speed With Ice: 30 MPH with 1.0 inches Ice
Structure Class III
Exposure Category: C
Topographic Category: 1
See Preliminary Profile Drawing for additional design parameters.

Price above includes:

Pole Sections

Step Bolts for Climbing

Tuf Tug Safety Cable Type System w/o Trolley or Harness

(1) Trolley Only

(1) Journeyman Harness (Tuf Tug)

(1) 5ft Lightning Rod (no downlead)

TIA REV G Standard Grounding

(3) Base Grounding Lugs

(6) 5" x 7" Reinforced Hand Holes (2 each at 42ft, 36ft & 31ft)

(3) 8" x 12" Reinforced Hand Holes at 98ft Elevation

(2) 10" x 25" Reinforced Exit Ports (Customer to Identify Elevations & Azimuths)

(1) 12ft LP Platform w/(9) Mtg Pipes & Toprails

Any Applicable State Sales Tax is NOT INCLUDED in the Prices Quoted. Please provide Sales Tax Exemption Information if Applicable.

NOTES:

-Structure Height is Nominal, unless otherwise stated.

- POLE AND FOUNDATIONS ARE DESIGNED NOT TO EXCEED 70% OF MAXIMUM CAPACITY.

-Structure is designed to support the Antennas and Transmission Lines as per the attached preliminary profile drawing.

- Sealed Design Drawings and Calculations will be supplied in electronic format only unless otherwise requested.

- If Each Page of a Design set must be sealed, Please ADD \$250.00 for EACH set prepared in this manner.

-All welding conforms to AWS.

Additional corrosion protection may be required for steel guy anchors and direct embedded poles that come in direct contact with soil. This additional corrosion protection is to be provided by others, unless otherwise indicated.

-Estimated foundation based on soil report (Terracon Project No. 91185099): see attached drawing.

-Step Bolts are provided for Climbing.

-Entry Ports/Hand Holes (@Top): ROHN typically supplies Hand Holes 2ft below the antenna elevation. However, if this elevation falls in a splice area, the ports will be moved up or down as required. Customer approval will be required for locations before manufacturing will begin.

Please note: Lead Times are estimated based on current information and can fluctuate due to production capacity. The lead times are reassessed upon receiving the Purchase Order and can vary often. Please contact ROHN to verify current lead times or if a better delivery date is possible when placing order.

Estimated Current Engineering Design Package Lead Time (ARO):

5-7 Business Days

Estimated Current Lead Time (ARO):

To Be Determined

Quote Specific Terms:

- 1- This proposal is valid for 30 calendar days from the quotation date.
- 2- Buyer purchase orders shall reference the ROHN quotation number.
- 3- ROHN's Terms for Material Purchases are: 40% down payment with acceptance of purchase order, 40% down payment when fabrication is complete and the product is ready to ship; 20% within 30 days of shipment from the point of manufacturing.
- 4- This quotation is offered subject to the ROHN Products, LLC Terms and Conditions.
- 5- All lead times or ship dates quoted are estimates until product is manufactured and delivery is arranged.
- 6- Prices are quoted FOB ROHN. Quoted freight charges are estimates assuming optimal consolidation of shipments. Invoiced freight charges are subject to actual freight charges in effect at time of shipment.
- 7- Design profile when applicable at time of quotation is subject to change based on final design.
- 8- This quotation is the property of ROHN and considered proprietary, confidential and a trade secret of ROHN. It is provided for the exclusive use of Buyer and is not to be disclosed to third parties without ROHN's express written consent.

FILE NO.

Q19-10965-1

REVISIONS

REV	DESCRIPTION	DWN	CHK	APP

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 PEORIA, IL 61601-5999
 TOLL FREE 800-727-ROHN
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CITY OF DEER PARK, TX
 DESIGN PROFILE
 100' TAPERED STEEL POLE
 FIRE STATION NO. 3, DEER PARK, TX

ENGR:	AS	CHK'D:	DATE:
			7/2/2019
DWN:	AS	SHEET #:	1 OF 1
PRJ. ENGR:	AS	PRJ. MANGR:	
DRAWING NO:	Q19-10965-1 PROFILE		REV:
			0

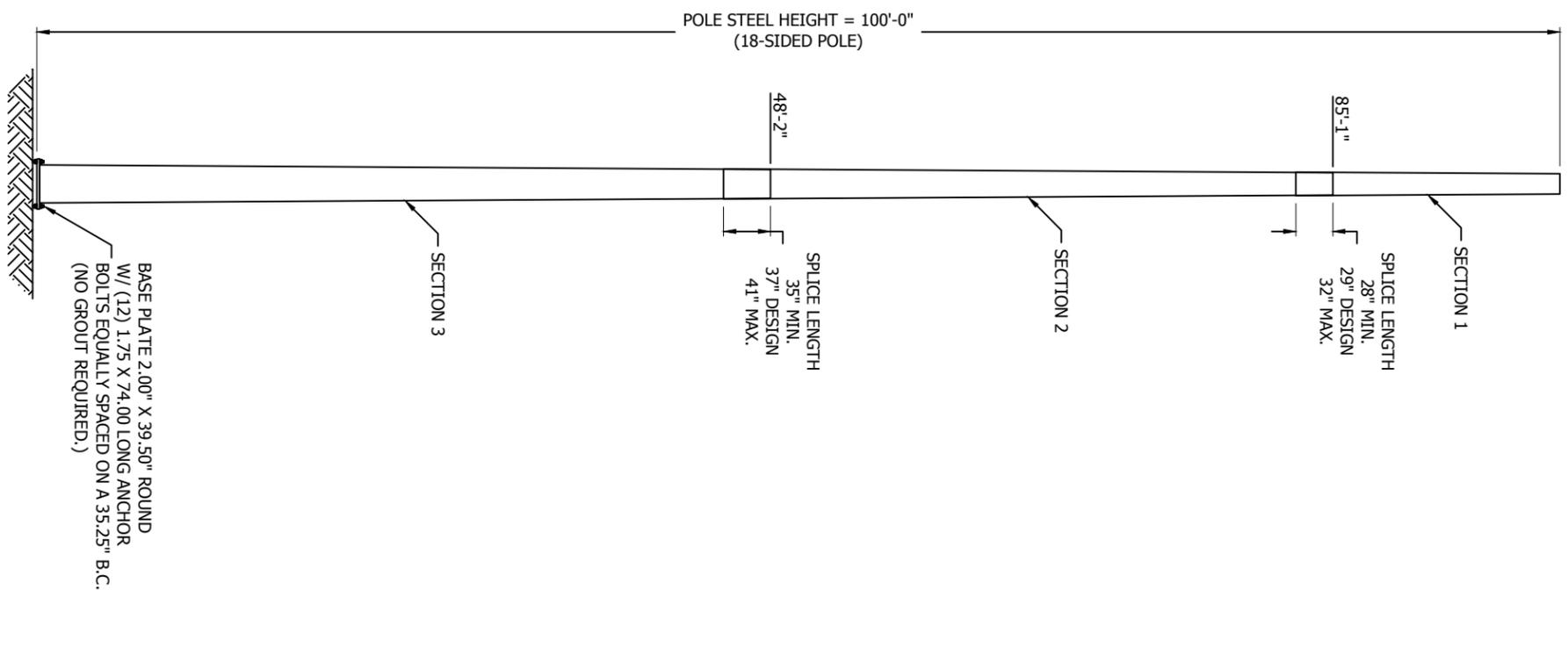
GENERAL NOTES:

1. ROHN PRODUCTS POLE DESIGNS CONFORM TO ANSI/TIA-222-G UNLESS OTHERWISE SPECIFIED UNDER POLE DESIGN LOADING.
2. THE DESIGN LOADING CRITERIA INDICATED HAS BEEN PROVIDED TO ROHN. THE DESIGN LOADING CRITERIA HAS BEEN ASSUMED TO BE BASED ON SITE-SPECIFIC DATA IN ACCORDANCE WITH ANSI/TIA-222-G AND MUST BE VERIFIED BY OTHERS PRIOR TO INSTALLATION.
3. ANTENNAS AND LINES LISTED IN POLE DESIGN LOADING TABLE ARE PROVIDED BY OTHERS UNLESS OTHERWISE SPECIFIED.
4. STEP BOLTS ARE PROVIDED AS A CLIMBING FACILITY FOR THE INSTALLATION OF THE STRUCTURE.
5. POLE MEMBER DESIGN DOES NOT INCLUDE STRESSES DUE TO ERECTION SINCE ERECTION EQUIPMENT AND CONDITIONS ARE UNKNOWN. DESIGN ASSUMES COMPETENT AND QUALIFIED PERSONNEL WILL ERECT THE POLE. WORK SHALL BE IN ACCORDANCE WITH ANSI/TIA-222-G, "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES".
6. FIELD CONNECTIONS SHALL BE BOLTED. NO FIELD WELDS SHALL BE ALLOWED.
7. STRUCTURAL BOLTS SHALL CONFORM TO GRADE A325 PER ASTM F3125, EXCEPT WHERE NOTED.
8. A NUT LOCKING DEVICE SHALL BE PROVIDED FOR ALL STRUCTURAL BOLTS ON THE POLE.
9. STRUCTURAL STEEL AND CONNECTION BOLTS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ANSI/TIA-222-G.
10. ALL HIGH STRENGTH BOLTS ARE TO BE TIGHTENED TO A "SNUG TIGHT" CONDITION AS DEFINED IN THE RCSC "SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH-STRENGTH BOLTS". NO OTHER MINIMUM BOLT TENSION OR TORQUE VALUES ARE REQUIRED.
11. PURCHASER SHALL VERIFY THE INSTALLATION IS IN CONFORMANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS FOR OBSTRUCTION MARKING AND LIGHTING.
12. TOLERANCE ON POLE STEEL HEIGHT IS EQUAL TO PLUS 1% OR MINUS 1/2%.
13. DESIGN ASSUMES THAT, AS A MINIMUM, MAINTENANCE AND INSPECTION WILL BE PERFORMED OVER THE LIFE OF THE STRUCTURE IN ACCORDANCE WITH ANSI/TIA-222-G.
14. DESIGN ASSUMES LEVEL GRADE AT POLE SITE.
15. FOUNDATIONS SHALL BE DESIGNED TO SUPPORT THE REACTIONS SHOWN FOR THE CONDITIONS EXISTING AT THE SITE.
16. DESIGN ASSUMES ALL TRANSMISSION LINES ARE ROUTED INTERNALLY.
17. POLE SHAFT CONFORMS TO ASTM A572 GR 65. POLE BASE PLATE STEEL CONFORMS TO ASTM A572 GR 50. POLE ANCHOR BOLTS CONFORM TO ASTM F1554 GR 105.
18. POLE AND FOUNDATIONS ARE DESIGNED NOT TO EXCEED 70% OF MAXIMUM STRUCTURAL CAPACITY.

POLE DESIGN LOADING

DESIGN WIND LOAD PER ANSI/TIA-222-G USING THE FOLLOWING DESIGN CRITERIA:
 ASCE 7-16 FACTORED WIND SPEED (NO ICE): 149 MPH
 BASIC WIND SPEED (WITH ICE): 30 MPH PER ASCE 7-16
 DESIGN ICE THICKNESS: 1.00" PER ASCE 7-16
 EXPOSURE CATEGORY: C
 STRUCTURE CLASSIFICATION: C
 TOPOGRAPHIC CATEGORY: 1
 EARTHQUAKE SPECTRAL RESPONSE ACCELERATION, Ss: 0.068
 THIS POLE IS DESIGNED TO SUPPORT THE FOLLOWING LOADS:

ELEVATION (FT)	ANTENNA TYPE	LINE SIZE (NOM)
TOP	BEACON & LIGHTNING ROD	(1) 3/4" CONDUIT
TOP	(1) 1 FT STANDARD DISH [NBE-5AC-GEN2] ON LP PLATFORM [6 GHZ]	(1) CAT5
TOP	(2) 2 FT HP DISHES [AF-24] ON LP PLATFORM [24 GHZ]	(2) CAT5
TOP	(1) 3 FT HP DISH [AF-5] ON LP PLATFORM [6 GHZ]	(1) CAT5
TOP	(1) 3 FT HP DISH [RD-5G31-AC] ON LP PLATFORM [6 GHZ]	(1) CAT5
TOP	(1) 06155-E CAMERA ON LP PLATFORM	(1) CAT5
44	(1) VHF ANTENNA [3 SQFT MAX EPA]	(1) 1/2"
41	(1) VHF ANTENNA [3 SQFT MAX EPA]	(1) 1/2"
38	(1) VHF ANTENNA [3 SQFT MAX EPA]	(1) 1/2"
33	(1) 100325-G0-H0-J1 [3 SQFT MAX EPA]	(1) CAT5



MAXIMUM FACTORED REACTIONS	
DOWNLOAD =	24.3 KIPS
SHEAR =	14.1 KIPS
O.T.M. =	1017.8 FT-KIPS

SECTION	LENGTH (FT)	DIAMETER		WALL THICK (IN)	Fy (KSI)	WEIGHT (KIPS)
		BOT	TOP			
1	17.33	18.62	16.00	0.1875	65.0	5.081
2	40.00	23.82	17.76	0.2500	65.0	2.222
3	48.00	30.00	22.73	0.3750	65.0	0.600

FOR POLYGONAL POLES, DIAMETER IS MEASURED ACROSS FLATS.

NOTE: TABULATED WEIGHTS ARE APPROXIMATE. REFER TO ASSEMBLY DRAWING FOR FINAL WEIGHTS. ALL WEIGHTS SHALL BE VERIFIED PRIOR TO LIFTING.

PRELIMINARY
NOT FOR CONSTRUCTION

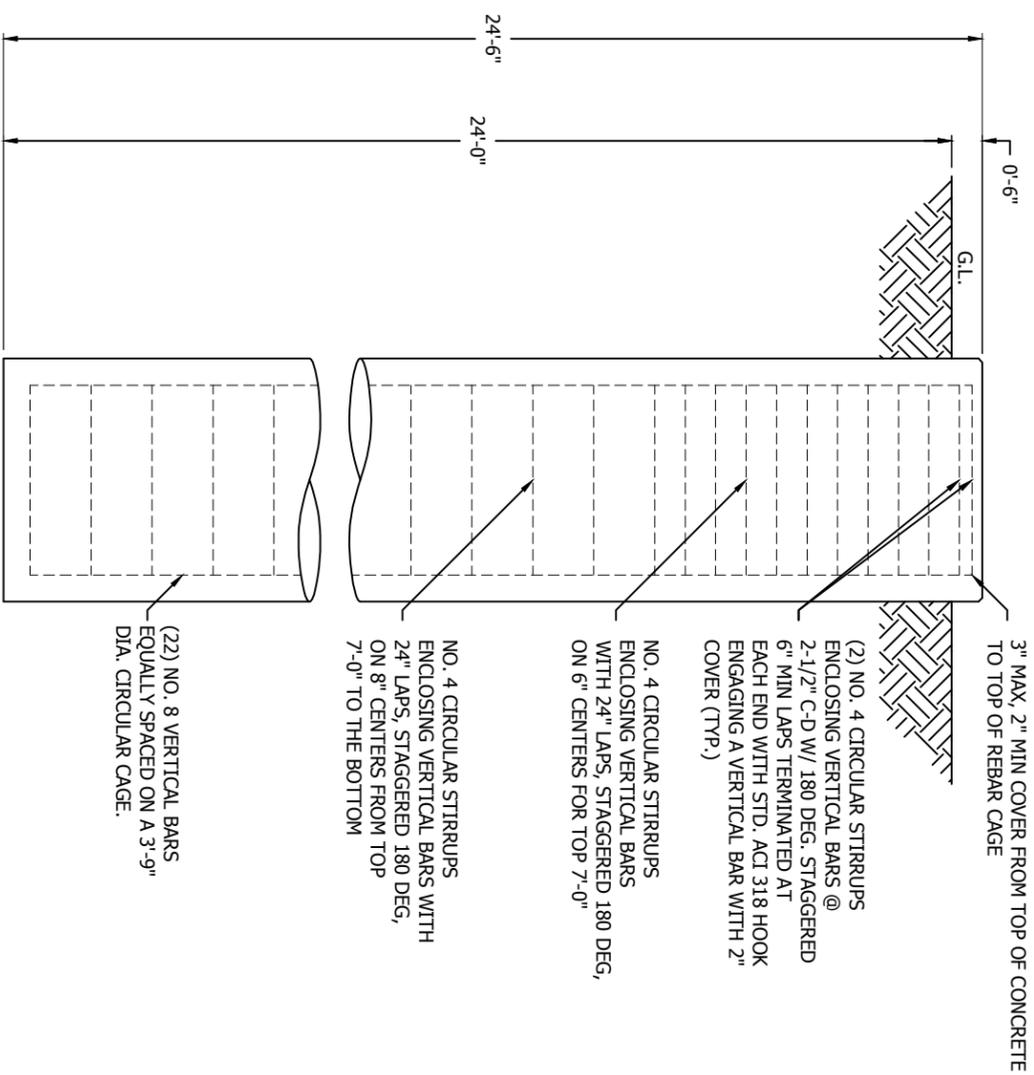
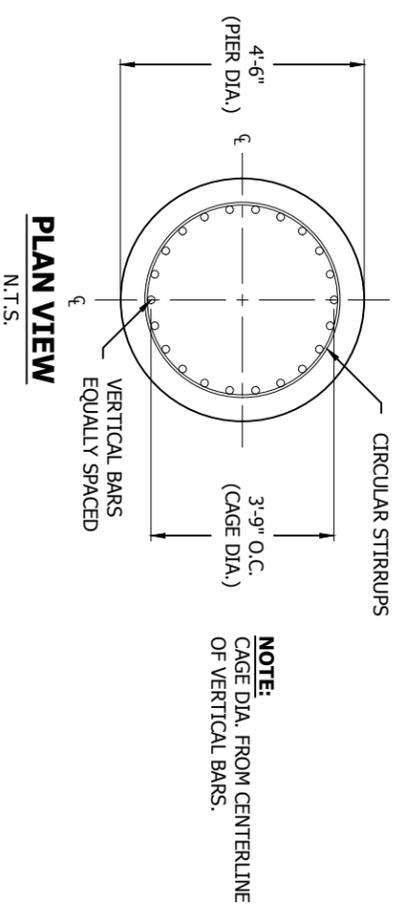
GENERAL NOTES:

- FOUNDATION DESIGN HAS BEEN DEVELOPED IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL ENGINEERING PRINCIPLES AND PRACTICES WITHIN THE LIMITS OF THE SUBSURFACE DATA PROVIDED. FOUNDATION DESIGN MODIFICATIONS MAY BE REQUIRED IN THE EVENT THE FOLLOWING DESIGN PARAMETERS ARE NOT APPLICABLE FOR THE SUBSURFACE CONDITIONS ENCOUNTERED.

DEPTH (FT)	SOIL TYPE	K (PCF)	V (PCF)	Φ (DEG)	C (KSF)	ε ₅₀ (IN/IN)
0.0-4.0	SOFT CLAY	5.0	80.0	0.0	0.100	0.035
4.0-8.5	CLAY	200.0	125.0	0.0	1.250	0.007
8.5-10.0	CLAY	200.0	63.0	0.0	1.250	0.007
10.0-13.0	CLAY	10.0	60.0	0.0	0.250	0.020
13.0-23.0	CLAY	295.0	63.0	0.0	2.200	0.006
23.0-24.0	CLAY	235.0	63.0	0.0	1.600	0.006

- WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES, SAFETY REGULATIONS AND UNLESS OTHERWISE NOTED, THE LATEST REVISION OF ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE". PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE STATE REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE. PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR RESISTANCE TO LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS OF ACI 318 CHAPTER 4 SHALL BE SATISFIED BASED ON THE CONDITIONS EXPECTED AT THE SITE. AS A MINIMUM, CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI (31.0 MPa) IN 28 DAYS.
- MAXIMUM SIZE OF AGGREGATE SHALL NOT EXCEED SIZE SUITABLE FOR INSTALLATION METHOD UTILIZED OR 1/3 CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING. MAXIMUM SIZE MAY BE INCREASED TO 2/3 CLEAR DISTANCE PROVIDED WORKABILITY AND METHODS OF CONSOLIDATION SUCH AS VIBRATING WILL PREVENT HONEYCOMBS OR VOIDS.
- REINFORCEMENT SHALL BE DEFORMED AND CONFORM TO THE REQUIREMENTS OF ASTM A615 GRADE 60 UNLESS OTHERWISE NOTED. SPLICES IN REINFORCEMENT SHALL NOT BE ALLOWED UNLESS OTHERWISE INDICATED.
- REINFORCING CAGES SHALL BE BRACED TO RETAIN PROPER DIMENSIONS DURING HANDLING AND THROUGHOUT PLACEMENT OF CONCRETE. WHEN TEMPORARY CASING IS UTILIZED, BRACING SHALL BE ADEQUATE TO RESIST FORCES OCCURRING FROM FLOWING CONCRETE DURING CASING EXTRACTION.
- WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.
- MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE 3 INCHES (76 MM) UNLESS OTHERWISE NOTED. APPROVED SPACERS SHALL BE USED TO INSURE A 3 INCH (76 MM) MINIMUM COVER ON REINFORCEMENT.
- SPACERS SHALL BE ATTACHED INTERMITTENTLY THROUGHOUT THE ENTIRE LENGTH OF VERTICAL REINFORCING CAGES TO INSURE CONCENTRIC PLACEMENT OF CAGES IN EXCAVATIONS.
- FOUNDATION DESIGN HAS BEEN BASED ON GEOTECHNICAL REPORT NO. **91185099** DATED **12/12/2018** BY **TERRACON CONSULTANTS**.
- FOUNDATION DEPTH INDICATED IS BASED ON THE GRADE LINE DESCRIBED IN THE REFERENCED GEOTECHNICAL REPORT. FOUNDATION MODIFICATION MAY BE REQUIRED IN THE EVENT CUT OR FILL OPERATIONS HAVE TAKEN PLACE SUBSEQUENT TO THE GEOTECHNICAL INVESTIGATION.
- VERIFICATION OF SUBSURFACE CONDITIONS IS REQUIRED BY OTHERS PRIOR TO PLACEMENT OF CONCRETE.
- FOUNDATION INSTALLATION SHALL BE SUPERVISED BY PERSONNEL KNOWLEDGEABLE AND EXPERIENCED WITH THE PROPOSED FOUNDATION TYPE. CONSTRUCTION SHALL BE IN ACCORDANCE WITH GENERALLY ACCEPTED INSTALLATION PRACTICES.
- FOUNDATION DESIGN ASSUMES INSTALLATION PROCEDURES WILL INCORPORATE THE PROCEDURES RECOMMENDED IN THE REFERENCED GEOTECHNICAL REPORT.
- FOUNDATION DESIGN ASSUMES FIELD INSPECTIONS WILL BE PERFORMED TO VERIFY THAT CONSTRUCTION MATERIALS, INSTALLATION METHODS AND ASSUMED DESIGN PARAMETERS ARE ACCEPTABLE BASED ON CONDITIONS EXISTING AT THE SITE.
- FOR FOUNDATION INSTALLATION TOLERANCES SEE STRUCTURE ASSEMBLY DRAWING.
- LOOSE MATERIAL SHALL BE REMOVED FROM BOTTOM OF EXCAVATION PRIOR TO CONCRETE PLACEMENT. SIDES OF EXCAVATION SHALL BE ROUGH AND FREE OF LOOSE CUTTINGS.
- CONCRETE SHALL BE PLACED IN A MANNER THAT WILL PREVENT SEGREGATION OF CONCRETE MATERIALS, INFILTRATION OF WATER OR SOIL AND OTHER OCCURRENCES WHICH MAY DECREASE THE STRENGTH OR DURABILITY OF THE FOUNDATION.
- FREE FALL CONCRETE MAY BE USED PROVIDED FALL IS VERTICAL DOWN WITHOUT HITTING SIDES OF EXCAVATION. FORMWORK, REINFORCING BARS, FORM TIES, CAGE BRACING OR OTHER OBSTRUCTIONS UNDER NO CIRCUMSTANCES SHALL CONCRETE FALL THROUGH WATER.
- CONSTRUCTION JOINTS, IF REQUIRED AT THE BASE OF THE PIERS, MUST BE INTENTIONALLY ROUGHENED TO A FULL AMPLITUDE OF 1/4 INCH (6 MM). FOUNDATION DESIGN ASSUMES NO OTHER CONSTRUCTION JOINTS.
- TOP OF FOUNDATION OUTSIDE LIMITS OF ANCHOR BOLTS SHALL BE SLOPED TO DRAIN WITH A FLOATED FINISH. AREA INSIDE LIMITS OF ANCHOR BOLTS SHALL BE LEVEL WITH A SCRATCHED FINISH.
- EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 3/4" X 3/4" (19MM X 19MM) MINIMUM.
- FOUNDATION DESIGN ASSUMES CASING, IF USED, WILL NOT BE LEFT IN PLACE. EQUIPMENT, PROCEDURES, AND PROPORTIONS OF CONCRETE MATERIALS SHALL INSURE CONCRETE WILL NOT BE ADVERSELY DISTURBED UPON CASING REMOVAL.
- DRILLING FLUID, IF USED, SHALL BE FULLY DISPLACED BY CONCRETE AND SHALL NOT BE DETRIMENTAL TO CONCRETE OR SURROUNDING SOIL. CONTAMINATED CONCRETE SHALL BE REMOVED FROM TOP OF FOUNDATION AND REPLACED WITH FRESH CONCRETE.

NOTE: SEE STRUCTURE ASSEMBLY DRAWING FOR FOUNDATION LAYOUT AND ANCHORAGE EMBEDMENT DRAWING NUMBER.



ADJUSTED FACTORED REACTIONS

DOWNLOAD = 34.8 KIPS
SHEAR = 20.2 KIPS
O.T.M. = 1454 FT-KIPS

VOLUME OF CONCRETE

14.4 CU. YDS

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ROHN
PRODUCTS, LLC

PO BOX 5999
PEORIA, IL 61601-5999
TOLL FREE 800-727-ROHN

CITY OF DEER PARK, TX
DRILLED PIER
FOUNDATION DETAILS
FIRE STATION NO. 3, DEER PARK, TX

DWN: AS CHK'D: DATE: 7/3/2019

ENGR: SHEET #: 1 OF 1

PRJ. ENGR: AS PRJ. MANGR:

DRAWING NO: Q19-10965-1 CAISSON REV: 0

Rohn Products LLC Terms and Conditions Relating to All Sales

1. All quotation, proposals, prices, or other terms are made for acceptance within 30 days (after 30 days, prices in effect at time of shipment will apply) and shipment within 30 days of purchase order date, unless otherwise stated. They are subject to change without notice; however, ROHN invites your request for an extension. Prices are also subject to review prior to acceptance of any order due to raw material price fluctuations. No other price protection is available. Any order placed on hold will have the price reviewed and adjusted upon release.
2. Every effort will be made to maintain shipping schedules, either on ROHN equipment or via common carrier. ROHN cannot be responsible for delays in shipping caused by state or local agencies with regard to permits, routing, weather, detours, etc. All deliveries and schedules are contingent on availability of raw materials, fuel, and transportation. ROHN will not be liable for damages on account of any delays or abnormalities caused in shipping due to causes beyond our reasonable control. ROHN reserves the right to make partial shipments and to submit invoices accordingly.
3. Changes or modifications to orders can be made only by written agreement executed by all parties affected thereby, which agreement shall include any price modification.
4. ROHN's responsibility ceases upon delivery of all shipments to the carrier. The unloading of all shipments is the responsibility of the Buyer, not the carrier or ROHN. Buyer is warned against receipting for merchandises until careful inspection has been made. Any claim made against ROHN must be made within 90 days after receipt of merchandise. All merchandise leaving ROHN's factory has been carefully inspected and ROHN does not assume responsibility for damages or shortages which occur in transit. Buyer must make all claims and report all damages and losses to the delivering transportation company.
5. No federal, state, or local taxes are included in quoted prices. All quotations, proposals, prices, or other terms are subject to increase without notification by the amount of any sales, excise, or other tax levied or charged to seller by any governmental agency and any such tax will be passed onto purchaser as a tax or as an addition to the selling price. This also applies to all costs incurred due to local statutes or governmental regulations.
6. Orders are not subject to cancellation by Buyer except by written agreement with seller. Any order canceled, after any work has been done by ROHN, such as drawings, production, etc., will have a cancellation charge, to be determined solely at the discretion of ROHN for whatever work has been performed with a minimum of 25% of the purchase order price. If Buyer so chooses, he shall have the right to receive the material already performed at time of cancellation at the quoted price. If an order is canceled before any work has been done by ROHN, a \$200 cancellation charge will apply.
7. Material received may not be returned by Buyer except by written agreement with seller. In all cases, permission must be secured from ROHN prior to the returning of any goods for credit. All returned goods are subject to a minimum service charge of 25%, plus all transportation charges, and are subject to inspection by ROHN. Returned goods will be offered and paid for only upon proof of purchase (i.e. invoice no.) and credit will be issued against invoice value. ROHN reserves the sole right to determine amount of credit to be issued on all goods returned for credit. Only standard, currently manufactured ROHN products may be considered for return and credit. Unsaleable products will be scrapped and no credit will be received. If returned goods are determined to have no value and Buyer wishes them returned, the Buyer will be charged return freight. Safety equipment, erection equipment, insulators, transformers, nuts and bolts are not returnable.
8. ROHN warrants the commercial items of its manufacture only, to be reasonably fit for the purpose for which they are manufactured and sold, provided, however, that this warranty shall be effective only if purchaser installs all material according to ROHN's recommendations and specifications and that purchaser during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. Any item found unfit for its purpose within 12 months from date of delivery will be repaired or replaced free of charge, F.O.B. ROHN's plant. ROHN shall be immediately notified in writing of such unfitness. ROHN reserves the sole right to determine if any material is to be repaired or replaced free of charge or to be supplied at ROHN's standard prices. Such obligation shall be limited to parts returned for inspection, properly packed and expenses prepaid, and providing inspection shall satisfactorily indicate defects. The warranty herein made is in lieu of all other warranties and, except as expressly stated herein, ROHN does not make and there are no warranties or obligations of any kind or nature whatsoever either expressed or implied including, but not restricted to, warranty or obligations as to product, material, workmanship, or manufacture or as to the use of the items covered hereby. ROHN shall not under any circumstances be liable to third persons for any claims for damages including direct, special, indirect, or consequential damages for any reason. The Buyer agrees to indemnify and to hold ROHN harmless for, of, and from any loss, claims, damages, expenses and attorney's fees, including but not limited to, any fines, penalties and corrective measures ROHN may sustain by reason of Buyer's failure to comply with said laws, rules, and regulations in connection with the performance of this sale. The above warranty warranted applies only to items manufactured by ROHN. Items not manufactured by ROHN are guaranteed only to the extent and in the manner warranted and guaranteed to ROHN by the manufacturer of such items and then only to the extent ROHN is liable to enforce such warranty or guarantee.

ROHN will assume no responsibility for the adequacy of any product if material is used which is not totally supplied by ROHN. The above sets forth the only warranty made by ROHN in connection with items manufactured or sold by it, and any provisions in any proposals, specifications, advertising, or other provisions hereof, are merely descriptive and are not to be construed as warranties made by ROHN. All warranties are void on drawings made by others, whether by a professional engineer, sealed or not, that are not rechecked by ROHN and approved by ROHN. ROHN assumes no liability for the adequacy of the drawings or the product. Without limiting the generality of the foregoing, the Buyer hereby indemnifies ROHN and hold ROHN harmless from any and all claims and/or damages (including direct, special, indirect or consequential damages, attorneys' fees and costs) relating to or arising out of any highway structure or component not designed by ROHN.

ROHN hereby disclaims any and all warranties, including express or implied warranties of merchantability and fitness for any particular purpose, relating to or arising out of metal fatigue.

9. ROHN reserves the right to change or modify the product and construction of any product manufactured by ROHN and to substitute material equal to or superior to that originally specified.

10. Buyer agrees not to disclose or make available to any third party processes, drawings, specifications, reports, photographs, data and other technical or proprietary information relating to ROHN products without obtaining prior written consent of ROHN.

11. No proposal, order, quotation, or acceptance may be changed or varied by verbal agreement, and all orders are accepted only under the provisions set forth herein.

12. Purchase orders and requests for quotations must be submitted in writing to ROHN. It is the responsibility of the Buyer or Buyer Representative to provide ROHN design criteria (environmental loads, equipment loads, operational limitations, geotechnical information, etc.) based on site-specific data. In designing the product for the Buyer, ROHN is relying solely and entirely on design criteria provided by the Buyer to ROHN. Without limiting the generality of the indemnities in these Terms & Conditions, the Buyer hereby indemnifies ROHN and holds ROHN harmless from and against any and all claims and/or damages (including direct, special, indirect or consequential damages, attorneys' fees and costs) relating to or arising out of any inaccuracy or incompleteness in design criteria provided to ROHN by the Buyer, and the Buyer waives all claims against ROHN for same.

13. If outside source inspection, assembly, etc. is required prior to shipment of an order, \$50.00 per man hour (plus equipment time, if applicable) is chargeable, with \$300.00 as a minimum.

14. Any welding inspection required by Buyer or Buyer's specifications must be done at ROHN's plant prior to packing and shipment of material from ROHN's plant.

15. A minimum charge of \$25.00 will be billed for special handling and preparation of material for air shipments.

16. ROHN reserves the right to apply all remittances and credit memos to the oldest outstanding balance in your account. No credits will be issued for any reason against a purchase order whose billing is more than 90 days old. Buyer corrections or complaints must be made within this period of time.

17. Standard catalog prices do not include special drawings or product evaluations. If any are required, there will be a charge.

18. ROHN 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 governmental control.

19. The Buyer will be responsible for any extra charges incurred on prepaid shipments.

20. A service charge not to exceed 2% per month or maximum allowable per State law will be billed on all accounts not paid within 30 days of invoice date.

21. Minimum total net worth of merchandise which can be ordered is \$100.00. Any orders placed for less will be billed at \$100.00.

22. Storage charges will be .02% of invoice amount per day with a minimum charge of \$8.00 a day. These charges will be invoiced on a monthly basis for material requested to be withheld from shipment. Storage will begin 30 days from the date the buyer is notified that the shipment is ready for pickup or delivery

23. All CIA requirements must be met with certified checks or money orders to insure prompt shipment.

24. Should it become necessary for ROHN to enforce the provisions of this contract, a purchase order or an invoice through pre-suit negotiations, or by instituting or participating in any legal (including bankruptcy) proceedings, including but not limited to injunctive or other equitable/legal relief, including any appeals associated with the foregoing, ROHN shall be entitled to recover for reasonable attorney's fees, costs of collection and court costs incurred whether the attorney's fees are incurred for the purpose of negotiation, trial, appellate or other legal services.

25. Once the equipment is ready for pickup or has been shipped, an invoice for payment in full shall be issued by ROHN.

26. Buyer is responsible for inspection of material upon delivery. ROHN should be notified of any shortages or discrepancies within 48 hours of delivery. ROHN will not be responsible for down time or equipment ordered.