



HAYWOOD COUNTY BOARD OF COMMISSIONERS

AGENDA REQUEST

***Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING***

DATE OF REQUEST: September 11, 2015

FROM: Dale Burris, Director of Facilities and Maintenance

MEETING DATE REQUESTED: September 21, 2015

*Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm*

SUBJECT: 911/EOC Tower Contract Approval

REQUEST: Approve contract between Haywood County and Advanced Wireless Solutions, Inc. for the 911/EOC Radio Tower Project.

BACKGROUND: On September 8, 2015 Haywood County Board of County Commissioners approved the award of contract to Advanced Wireless Solutions Inc. based on Advanced Wireless Solutions Inc. being the lowest, responsible, responsive bidder for the 911/EOC Tower Project.

IMPLEMENTATION PLAN: Approve contract between Haywood County and Advanced Wireless Solution Inc. in the amount of \$125,502.00. I would also request a minimum amount of 5% construction contingency be approved in the amount of \$6,275.10 due to any unforeseen issues that may be encountered during excavation. Of course the construction contingency would be required to come back for any changes to the Haywood County Board of Commissioners for approval, not unless the Board of Commissioners would approve to waive this formality based on the tight construction time line and then allow the County Manager to approve such changes as required under the construction contingency amount as described.

FINANCIAL IMPACT STATEMENT: Funds will be from the 911/EOC Grant awarded to Haywood County. Information regarding the funding to be presented by Julie Davis, Haywood County Finance Director

SUPPORTING ATTACHMENTS: YES NO HOW MANY?

LIST: AIA 101 Contract between Haywood County and Advanced Wireless Solutions Inc.

If yes, one ORIGINAL ATTACHMENT, and 14 copies, copied front and back side of pages, stapled and three-hole punched must accompany the agenda request

PowerPoint Presentation: YES _____ NO _____ X _____

PERSON MAKING PRESENTATION AT MEETING: Dale Burris

TITLE: Director of Facilities and Maintenance

PHONE NUMBER: 452-6651

E-MAIL: dburris@haywoodnc.net

THIS SECTION FOR OFFICE USE ONLY

Received (Date/Time): _____

County Manager / Clerk to the Board Comments: _____

In an effort to save paper, attachments should be copied on both front and back sides.

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-first day of September in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Haywood County NC
215 N. Main Street
Waynesville, NC 28676

and the Contractor:
(Name, legal status, address and other information)

Advanced Wireless Solutions, Inc.
PO Box 8593
Gray, TN 37615
423-467-5855

for the following Project:
(Name, location and detailed description)

Haywood County Radio Communications Tower
1620 Brown Avenue, Waynesville NC
Design a tower and foundation, procurement and delivery of equipment to the project site,
installation of foundation, tower, accessory items, grounding system, waveguide bridge
and ladders for a 140 foot self-supporting communications tower.

The Architect:
(Name, legal status, address and other information)

Since there is no Architect engaged for this project, references in this Agreement to
"Architect" shall be interpreted as referring to Owner's representative identified in Section
8.3.

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**
- 10 INSURANCE AND BONDS**

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date of commencement to start upon receipt of Notice to Proceed, which will follow after receipt of final approval from Haywood County Planning and Zoning Department

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~(ninety (90))~~ days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Twenty-five Thousand Five Hundred Two Dollars and Zero Cents (reference RFP as Agreement A) (\$ 125,502.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
<u>a, b (Section 3.2.1.1 of RFP)</u>	less 5% retainage	<u>35,854.00</u>
<u>c (Section 3.2.1.1 of RFP)</u>	less 5% retainage	<u>5,941.00</u>
<u>d (Section 3.2.1.1 of RFP)</u>	less 5% retainage	<u>42,680.00</u>
<u>e (Section 3.2.1.1 of RFP)</u>	less 5% retainage	<u>30,189.00</u>
<u>f (Section 3.2.1.1 of RFP)</u>	less 5% retainage	<u>10,838.00</u>

Item	Units and Limitations	Price Per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Refer to Section 4.3 above with Haywood County milestones, as referenced in RFP documents

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20 day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10 day of the following

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month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~-(thirty (30))~~ days after the Architect receives the Application for Payment

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (five~~ percent (5) %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent (five~~ percent (5) %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

final Certificate of Payment will be issued after completion of any punchwalk corrections and project closeout and approval by Haywood County and the Town of Waynesville NC.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Owner shall serve as Initial Decision maker.
(AIA documents will not allow for changes in original)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

4.5%

§ 8.3 The Owner's representative:
(Name, address and other information)

Dale Burris
Haywood County Facilities and Maintenance Director

215 N. Main Street
Waynesville, NC 28786

§ 8.4 The Contractor's representative:
(Name, address and other information)

Carroll J. Montgomery
Advanced Wireless Solutions, Inc.
317 Old Gray Station Rd.
Gray, TN 37615

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Advertisement for Bids		June 2015	2
Request for Proposal		June 30, 2015	41
RFP Addenda	Response to Contractor Questions	July 23, 2015	5
RFP Addendum #3	Response to Contractor Questions	July 28, 2015	3
Clarification	Clarification	July 30, 2015	1

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Haywood County Request for Radio Communications Tower

Section	Title	Date	Pages
AWS Bid Submittal	Sabre Tower Specifications	08-05-15	7

§ 9.1.5 The Drawings:

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User Notes:

(3B9ADA1E)

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Haywood County Request for Radio Communications Tower

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
<u>RFP Addenda</u>	<u>July 23, 2015</u>	<u>5</u>
<u>RFP Addendum #3</u>	<u>July 28, 2015</u>	<u>3</u>
<u>Clarification</u>	<u>July 30, 2015</u>	<u>1</u>

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
<u>Merchants Bonding Company</u>	<u>5% of contract sum</u>
<u>Certificate of Insurance</u>	<u>presented with bid</u>
<u>Payment and Performance Bond</u>	<u>100% of contract price</u>

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
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This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Haywood County NC
(Printed name and title)

CONTRACTOR (Signature)

Carroll L. Montgomery Chief Finance Officer
(Printed name and title)

Carroll L. Montgomery
Chief Finance Officer



PROPOSAL

Prepared for: **ADVANCED WIRELESS SOLUTIONS INC** Proposal No.: **16-2152-JDS**
 P.O. Box 4822 Date: **08/05/15** Page 1 of 5
 Johnson City, TN 37602 Reference: **140' S3TL/Haywood County SO, NC**
 Attn: Chip Montgomery Freight: **Destination**

SABRE MODEL S3T-L SELF-SUPPORTING TOWER

Quantity of one (1) 140' Sabre Model S3TL self-supporting tower.

The tower will be triangular in design with a base width of 19' - 0" tapering to 5' - 0" at the top. The tower will utilize tubular steel for tower legs and angular steel for bracing.

The tower will be designed for a basic wind speed of 90 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G.

Revision G Parameters:

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

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

The tower will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT (DESIGN)	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(1) ASPA685		X	140' @ Base	(1) 1 1/4"	N/A	Unknown	One (1) Flush Mount 2-3/8" O.D. Pipe	X	
2	(1) ASPA685		X	137' @ Base	(1) 1 1/4"	N/A	Unknown	One (1) 3' Sidearm	X	
3	(1) ASPA685		X	120' @ base	(1) 1 1/4"	N/A	Unknown	One (1) 3' Sidearm	X	
4	(1) ASP-705K		X	120' @ Base	(1) 1 1/4"	N/A	Unknown	One (1) 3' Sidearm	X	
5	(1) 3' H.P. Dish		X	120'	(1) EW90	11 GHz	0°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
6	(2) 6' H.P. Dishes		X	110'	(2) EW63	6 GHz	0°, 180°	Two (2) 4-1/2" O.D. Leg-type Dish Mounts	X	
7	(1) ASP-705K		X	80' @ Base	(1) 7/8"	N/A	Unknown	One (1) 3' Sidearm	X	
8	(1) ASPA685		X	75' @ Base	(1) 7/8"	N/A	Unknown	One (1) 3' Sidearm	X	
9	(1) DB224A		X	60' @ Base	(1) 1/2"	N/A	Unknown	One (1) 3' Sidearm	X	
10	(1) ASP-705K		X	60' @ Base	(1) 7/8"	N/A	Unknown	One (1) 3' Sidearm	X	
11	(1) SY307-SF3NM		X	55'	(1) 1/2"	N/A	Unknown	One (1) Flush Mount 2-3/8" O.D. Pipe	X	
12	(1) SY203-SF5SNM		X	50'	(1) 1/2"	N/A	Unknown	One (1) Flush Mount 2-3/8" O.D. Pipe	X	
13	(1) SY307-SF3NM		X	45'	(1) 1/2"	N/A	Unknown	One (1) Flush Mount 2-3/8" O.D. Pipe	X	
14	(1) SY203-SF5SNM		X	40'	(1) 1/2"	N/A	Unknown	One (1) Flush Mount 2-3/8" O.D. Pipe	X	
15	(1) SY307-SF3NM		X	40'	(1) 1/2"	N/A	Unknown	One (1) Flush Mount 2-3/8" O.D. Pipe	X	
16	(1) SY450-SF1SNM		X	40'	(1) 1/2"	N/A	Unknown	One (1) Flush Mount 2-3/8" O.D. Pipe	X	



PROPOSAL

Prepared for: **ADVANCED WIRELESS SOLUTIONS INC**
 P.O. Box 4822
 Johnson City, TN 37602
 Attn: Chip Montgomery

Proposal No.: **16-2152-JDS**
 Date: **08/05/15** Page 2 of 5
 Reference: **140' S3TL/Haywood County SO, NC**
 Freight: **Destination**

17	(1) SY450-SF1SNM	X	40'	(1) 1/2"	N/A	Unknown	One (1) Flush Mount 2-3/8" O.D. Pipe	X
18	(2) 12" x 12" x 15" Panel Antennas	X	40'	(2) 1/2"	N/A	Unknown	Two (2) Flush Mounts 2-3/8" O.D. Pipe	X
19	(1) DB636-C	X	35' @ Base	(1) 1/2"	N/A	Unknown	One (1) 3' Sidearm	X
20	(1) SY307-SF3NM	X	35'	(1) 1/2"	N/A	Unknown	One (1) Flush Mount 2-3/8" O.D. Pipe	X
21	(1) DB636-C	X	25' @ Base	(1) 1/2"	N/A	Unknown	One (1) 3' Sidearm	X
22	(1) D130J (2-Way)	X	20'	(1) 1/2"	N/A	Unknown	One (1) 3' Sidearm	X
23	(2) GPS Antennas	X	15'	(2) RG11	N/A	Unknown	Two (2) Flush Mounts 2-3/8" O.D. Pipe	X

PROPOSAL

Prepared for: **ADVANCED WIRELESS SOLUTIONS INC** Proposal No.: **16-2152-JDS**
P.O. Box 4822 Date: **08/05/15** Page 3 of 5
Johnson City, TN 37602 Reference: **140' S3TL/Haywood County SO, NC**
Attn: Chip Motgomery Freight: **Destination**

Materials to be provided include:

Complete tower steel and hardware
Anchor bolts and templates
Construction step bolts (see notes)
Inside climbing ladder
Two (2) waveguide support ladders* (to support twenty-four (24) initial lines) -3' rung spacing
**Stackable hangers will be provided by others*
One (1) flush mount with 2-3/8" O.D. pipe at the 140' elevation
One (1) 3' sidearm with one (1) tieback kit and one (1) 5' mounting pipe at the 137' elevation
One (1) 3' sidearm with one (1) tieback kit and one (1) 5' mounting pipe at the 120' elevation
One (1) 3' sidearm with one (1) tieback kit and one (1) 5' mounting pipe at the 120' elevation
One (1) 4-1/2" O.D. leg dish mount at the 120' elevation
Two (2) 4-1/2" O.D. leg dish mounts each with one (1) stiffarm mounting assembly at the 110' elevation
One (1) 3' sidearm with one (1) tieback kit and one (1) 5' mounting pipe at the 80' elevation
One (1) 3' sidearm with one (1) tieback kit and one (1) 5' mounting pipe at the 75' elevation
One (1) 3' sidearm with one (1) tieback kit and one (1) 5' mounting pipe at the 60' elevation
One (1) 3' sidearm with one (1) tieback kit and one (1) 5' mounting pipe at the 60' elevation
One (1) flush mount with 2-3/8" O.D. pipe at the 55' elevation
One (1) flush mount with 2-3/8" O.D. pipe at the 50' elevation
One (1) flush mount with 2-3/8" O.D. pipe at the 45' elevation
Six (6) flush mounts each with one (1) 2-3/8" O.D. pipe at the 40' elevation
One (1) 3' sidearm with one (1) tieback kit and one (1) 5' mounting pipe at the 35' elevation
One (1) flush mount with 2-3/8" O.D. pipe at the 35' elevation
One (1) 3' sidearm with one (1) tieback kit and one (1) 5' mounting pipe at the 25' elevation
One (1) 3' sidearm with one (1) tieback kit and one (1) 5' mounting pipe at the 20' elevation
One (1) flush mount with 2-3/8" O.D. pipe at the 15' elevation
One (1) flush mount with 2-3/8" O.D. pipe at the 15' elevation
Safety cable kit with harness (150')
Two (2) waveguide bridges 2-leg 2' x 10' (15' direct burial) with six (6) 3 level trapeze kits
Two (2) copper buss bar kits (1/4" x 4" x 20", 27 holes)
One (1) 10' x 3/4" lightning rod copper clad and stiffener
One (1) 2-7/8" x 15' lightning rod extension
Three (3) weld-on grounding tabs
Motorola R56 grounding
P.E. certified tower profile and foundation drawings
Final erection drawings



PROPOSAL

Prepared for: ADVANCED WIRELESS SOLUTIONS INC Proposal No.: 16-2152-JDS
P.O. Box 4822 Date: 08/05/15 Page 4 of 5
Johnson City, TN 37602 Reference: 140' S3TL/Haywood County SO, NC
Attn: Chip Montgomery Freight: Destination

NOTES: Terms will be reviewed upon receipt of order.

Classification of Structure:

- Class Three
Structures used primarily for essential communications such as: civil or national defense, emergency, rescue or other disaster operations, military and navigation facilities.

Exposure Categories:

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

Topographic Categories:

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

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

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

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

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.

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

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

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

Construction step bolts have been quoted to the 40' elevation on all three legs for safety and ease of construction. Step bolts should not be used for climbing without the use of a safety climbing device or fall protection equipment.



PROPOSAL

Prepared for: ADVANCED WIRELESS SOLUTIONS INC Proposal No.: 16-2152-JDS
P.O. Box 4822 Date: 08/05/15 Page 5 of 5
Johnson City, TN 37602 Reference: 140' S3TL/Haywood County SO, NC
Attn: Chip Motgomery Freight: Destination

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

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

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

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

Submitted By: Sabre Communications Corporation

Signature of Josh Schlessor
Josh Schlessor
Southeast Sales Manager

Acceptance of Customer:

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

Signature _____

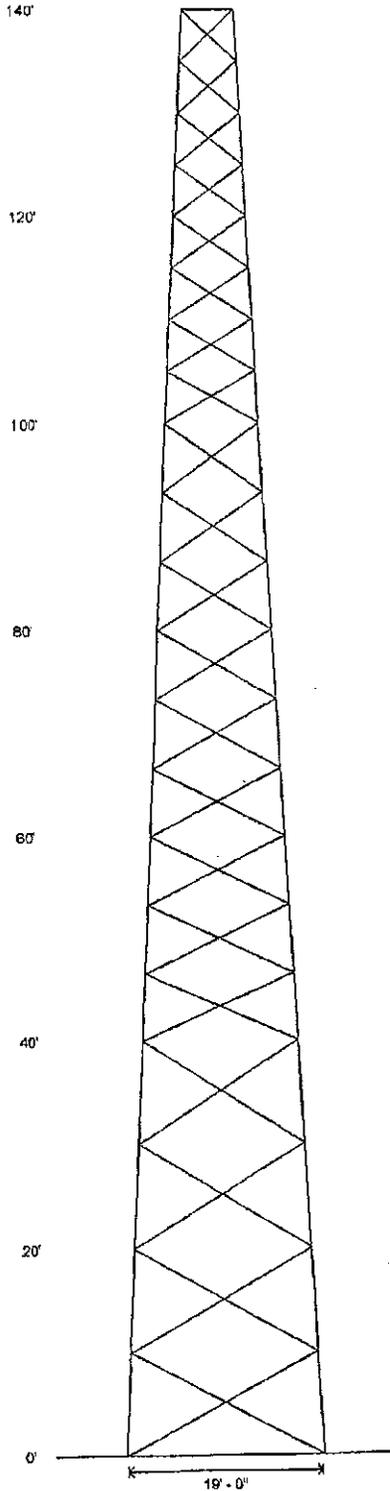
Name (print) _____

Title _____ Date _____

Purchase Order No. _____

SIZES ARE PRELIMINARY AND MAY CHANGE UPON FINAL DESIGN

Legs	5,583 OD X .258	4,500 OD X .287	4,000 OD X .226	3,500 OD X .216
Diagonals	L 3 1/2 X 3 1/2 X 1/4	L 3 X 3 X 3/16	L 2 1/2 X 2 1/2 X 3/16	L 2 X 2 X 1/8
Horizontal			NONE	A
Brace Bolts	(1) 3/4"	(1) 5/8"		
Top Face Width	17'	13'	11'	9'
Parent Count/Height	4 @ 10'	9 @ 8.6667'	1512	1091
Section Weight	2574	1808	1512	987



Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	28.89	Shear (kips)	17.24
Axial (kips)	66.35	Compression (kips)	137
Moment (ft-kips)	2152	Uplift (kips)	119
Torsion (ft-kips)	7.38		

Material List

Display	Value
A	L 2 X 2 X 1/8

Notes

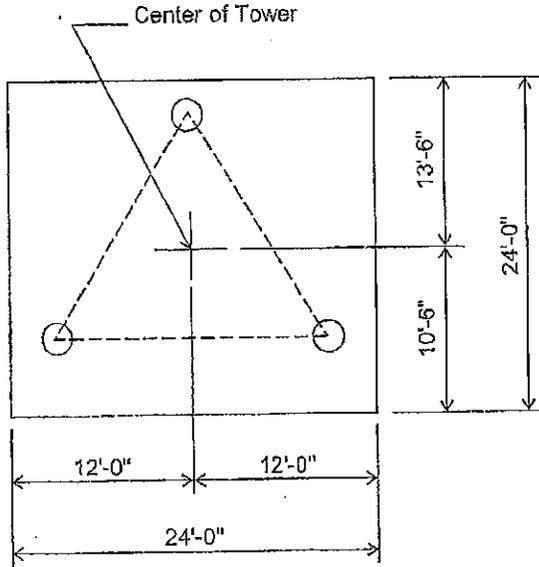
- 1) All legs are 50 ksi.
- 2) All braces are 36 ksi.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) (6) 1" dia. F1554 grade 105 anchor bolts per leg. Minimum 35.5" embedment from top of concrete to top of nut.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.
- 11) This tower was designed for a basic wind speed of 90 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class III, Exposure Category C, Topographic Category 1.
- 12) The foundation loads shown are factored loads.

	Sabre Communications Corporation 7101 Southridge Drive P.O. Box 858 Stouffville, IA 51102-0858 Phone: (712) 268-6230 Fax: (712) 278-0814		Quote: 16-2152-JDS
	<small>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 520 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>		Customer: ADVANCED WIRELESS SOLUTIONS INC Site Name: Haywood County SO, NC Description: 140' S3TL Date: 8/5/2015 By: KJL Page: 1

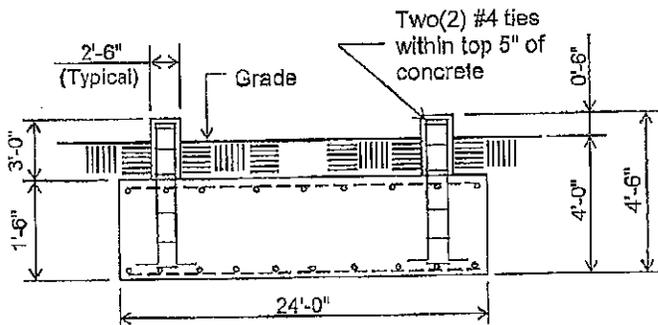
Site: Haywood County SO, NC

140 ft. Model S3TL Series HD1 Self Supporting Tower At
90 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G.

PRELIMINARY -NOT FOR CONSTRUCTION-



PLAN VIEW



ELEVATION VIEW

(33.64 Cu. Yds.)
(1 REQD.; NOT TO SCALE)

CAUTION: Center of tower is not in center of slab.

Notes:

- 1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-05.
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Bunnell-Lammons Engineering Project No. J15-9802-01, May 18, 2015
- 6). See the geotechnical report for compaction requirements, if specified.
- 7). The foundation is based on the following factored loads:
Factored download (kips) = 18.67
Factored overturn (kip-ft) = 2151.56
Factored shear (kips) = 29.89
- 8). This is a design drawing only. Please see final construction drawings for all installation details.

Rebar Schedule per Mat and per Pier	
Pier	(10) #8 vertical rebar w/ hooks at bottom w/ #4 Rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(24) #6 horizontal rebar evenly spaced each way top and bottom. (96 total)

- 9). 2.5 ft of soil cover is required over the entire area of the foundation slab.

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

AIA DOCUMENT A312™ - 2010
PERFORMANCE BOND

Bond No. TNC60525

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR

(Name, legal status and address):

Advanced Wireless Solutions, Inc.
317 Old Gray Station Road
Gray, Tennessee 37615

SURETY (Name and principal place of business):

Merchants Bonding Company (Mutual)
2100 Fleur Drive
Des Moines, Iowa 50321

OWNER

(Name, legal status and address):

Haywood County NC
215 N. Main Street
Waynesville, NC 28676

CONSTRUCTION CONTRACT

Date: September 21, 2015

Amount: Dollars (\$) \$125,502.00

Description (Name and location):

Haywood County Radio Communications Tower

BOND 1620 Brown Avenue, Waynesville, NC

Date (Not earlier than Construction Contract Date): September 21, 2015

Amount: \$125,502.00

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Advanced Wireless Solutions, Inc.

Signature:

Name and Title:

Carroll L. Montgomery
C.F.O.

SURETY

Company: (Corporate Seal)

Merchants Bonding Company (Mutual)

Signature:

Attorney-in-Fact Name: Attorney-in-Fact

Connie S. Pendleton

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY -- Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

(423)239-6235

Shafer Insurance Agency
Regions Bank Building, Ste. 206
4105 Fort Henry Drive
Kingsport, TN 37663

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

- 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators successors and assigns.
- 10 The surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 DEFINITIONS

- 14.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3 **Contractor Default:** Failure of the Contractor, which has not been remedied nor waived, to perform or otherwise to comply with the term of the Construction Contract.
- 14.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
- 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____ Attorney-in-Fact

Address: _____

Address: _____

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PAYMENT BOND

Bond No. TNC60525

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR

(Name, legal status and address):
Advanced Wireless Solutions, Inc.
317 Old Gray Station Road
Gray, Tennessee 37615

SURETY (Name, legal status and principal place of business):

Merchants Bonding Company (Mutual)
2100 Fleur Drive
Des Moines, Iowa 50321

OWNER

(Name, legal status and address):
Haywood County NC
215 N. Main Street

Waynesville, NC 28676

CONSTRUCTION CONTRACT

Date: September 21, 2015
Amount: Dollars (\$) \$125,502.00
Description (Name and location):
Haywood County Radio Communications Tower
1620 Brown Avenue, Waynesville, NC

BOND

Date (Not earlier than Construction Contract Date): September 21, 2015
Amount: \$125,502.00
Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Advanced Wireless Solutions, Inc.

SURETY

Company: (Corporate Seal)
Merchants Bonding Company (Mutual)

Signature: Carroll L. Montgomery
Name and Title: CARROLL L. Montgomery
C.F.O.

Signature: Connie S. Pendleton
Attorney-in-Fact Name: . Attorney-in-Fact
Connie S. Pendleton

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

(423)239-6235
Shafer Insurance Agency
Regions Bank Building, Ste. 206
4105 Fort Henry Drive
Kingsport, TN 37663

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing the Claimant.

8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 DEFINITIONS

16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and,
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Aaron R Jensen; Alexander C Shafer; Christina Addington; Connie S Pendleton; Jason E Tallent; Linda M Howard

of Knoxville and State of Tennessee their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

THREE MILLION (\$3,000,000.00) DOLLARS

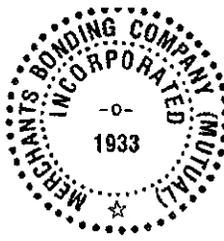
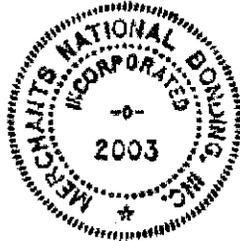
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

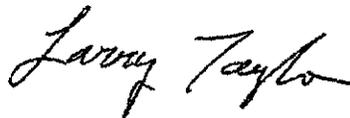
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of December, 2014 .



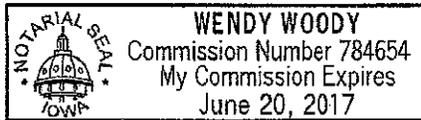
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By 
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 9th day of December, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



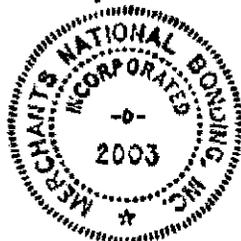


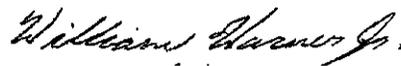
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of September, 2015 .




Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shafer Insurance Services, Inc. Regions Bank Bldg 4105 Fort Henry Dr., Suite 206 Kingsport, TN 37663 Aaron R. Jensen	CONTACT NAME: Aaron R. Jensen PHONE (A/C, No, Ext): 423-239-6235 E-MAIL ADDRESS: ajensen@shaferinsurance.com	FAX (A/C, No): 423-239-9580
	INSURER(S) AFFORDING COVERAGE	
INSURED Advanced Wireless Solutions, Inc. P.O. Box 8593 Gray, TN 37615	INSURER A: Cincinnati Insurance Company	
	INSURER B: Berkley Regional Ins Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

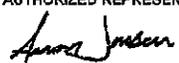
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPP0020770	05/02/2015	05/02/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EBA0020770	05/02/2015	05/02/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			EP0020770	05/02/2015	05/02/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC-41-034646-00	06/30/2015	06/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EPLI			BCD 0017032	05/23/2015	05/23/2016	1,000,000
A	Install. Floater			EPP0020770	05/02/2015	05/02/2016	Limit: 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: Haywood County Radio Communication Tower, 1620 Brown Avenue, Waynesville, NC

CERTIFICATE HOLDER

CANCELLATION

Haywood County NC 215 N. Main Street Waynesville, NC 28676	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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