



TOWER SITE ACQUISITION PLANS AND SPECIFICATIONS

On behalf of Cellular Network Partnership, d/b/a Pioneer Cellular, we are requesting a quote from your company for the work listed below at the proposed cell site located near Sun City, Kansas. Plans and Specifications are enclosed to assist you in your quote.

- SITE ACQUISITION

Quotes are to be returned by mail, e-mail, or by fax no later than 1:00 p.m., August 17, 2011 to:

Pioneer Cellular
P.O. Box 539
Kingfisher, OK 73750
Attn: Debbie Espolt
daespolt@ptci.com
Fax # 405-375-0896

A Waiver of Lien form will be required by each material supplier and/or pre-approved subcontractor used by the contractor before contract payment. If you have any questions please call me at (405) 375-0671.

CONFIDENTIALITY NOTICE: *The information contained in this document is or may be confidential information, intended only for the use of the individual or entity it was sent to. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.*

PLANS & SPECIFICATIONS

SUN CITY, KS
SITE ACQUISITION

CONTRACT NO. _____

FOR:

CELLULAR NETWORK PARTNERSHIP

P.O. BOX 539
KINGFISHER, OK 73750
PH (405) 375-0671
FAX (405) 375-0623

CONTRACTOR:

Contractor name

Contractor Contact

address

PH: _____

FAX: _____

DATE

CELLULAR NETWORK PARTNERSHIP
SITE ACQUISITION

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1. INTRODUCTION.

1.1 NARRATIVE:

Cellular Network Partnership, d/b/a Pioneer Cellular is in the process of building a cellular tower in Sun City, Kansas. Since a lease/Option has already been established with the land owner the scope of this contract is for the site survey, environmental and geotechnical phases only. Construction of the site will be contracted separately.

See *Section 1 “Project” Paragraph 7 of the Special Equipment Contract located in Section 2.0* of the enclosed document for a project timeline and late performance penalties.

The contract will require the completion of:

Land Survey	Regulatory	Permits
City/County Zoning	Environmental	Geotechnical

Pioneer Cellular will be the point of contact for payment and warranty. The purpose of this document is to obtain quotes for the communications tower site acquisition. Please refer to Section 3 for a detailed scope of work

1.2 PROJECT COORDINATOR:

Site engineering issues should be directed to Neal Brown, the Project Coordinator for Cellular Network Partnership at (405) 375-0671.

1.3 PLANS AND SPECIFICATIONS:

Detailed information on the plans and specifications, and time schedules are presented in Sections 3 and 4 of this document. Questions regarding the specifications may be referred to the Project Coordinator for Cellular Network Partnership.

1.4 CERTIFICATE OF INSURANCE:

A current certificate of liability insurance, workman’s compensation and automobile insurance are required per Section III of the Miscellaneous Construction Work and Maintenance Services Contract located in Section 2 of this document. These must be supplied to the Buyer prior to contract approval.

1.5. CONTACTS:

The following persons should be contacted regarding technical or contract document matters:

Primary:	Neal Brown Project Coordinator Cellular Network Partnership 314 N. 5th St. Kingfisher, OK 73750 Ph. (405) 375-0671 Fax (405) 375-0623
Secondary:	Charles Leonard Ph. (405) 375-0881

1.6 INVOICING:

All invoices shall be directed to Cellular Network Partnership at the following address for review and payment approval:

Cellular Network Partnership
P.O. Box 539
Kingfisher, OK 73750
Attn: Debbie Espolt

All invoices shall include the contract number and site name. Per Section 1 “Project” of the Special Equipment Contract, invoices shall be submitted upon completion of each individual site. When all aspects of site acquisition for a site are completed, as outlined in Section 3, and all documentation for the site(s) is received by CNP, invoices for 90% and 10% will be submitted for payment and the invoice for 90% will be approved for payment. The invoice for the final 10% will be paid upon the final review and acceptance of the documentation for that site.

Additional charges for work contained within this document must be preauthorized by the project coordinator in the form of a contract amendment. Upon close out of the contract charges for any agreed upon amendments will be included with the invoices and the payment of the preauthorized charges will be made with the payment for the final 10%.

1.7 UPDATES:

Contractor is required to coordinate weekly updates on the site with the Project Coordinator. This will include copies of letters sent to various agencies for the environmental compliance screening. If any delay is incurred for a site a written explanation will be required.

1.8 TIME SCHEDULE:

Award Contract	08-19-2011
Begin Acquisition of site	09-1-2011

1.9 LIEN RELEASES:

A Waiver of Lien form (attached in Addendum Section 2.4) will be required by each material supplier and/or pre-approved subcontractor used by the contractor before contract payment.

1.10 PROJECT QUOTE:

The submitted quote should include all labor, fees, travel expense, etc., required for the site acquisition process as described in Section 3 of this document. Quotes will be due at 1:00 pm August 17, 2011.

Work to be quoted (Also See Section 3 for details)	Quoted price
1A Survey	
Phase 0 environmental study	
Phase 1 environmental study, NEPA investigation including Archaeological study and letters to Indian tribes, Site survey, Title review	
Geotechnical Report	
Permitting (when required)	
Zoning (when required)	
Historical Study (when required)	
Total	

2.0 TOWER SITE ACQUISITION CONTRACT:

The following pages contain the Site Acquisition contract .

**TOWER SITE ACQUISITION
CONTRACT**

SECTION I - PROJECT DESCRIPTION

This Contract is entered into between CELLULAR NETWORK PARTNERSHIP, d/b/a Pioneer Cellular, an Oklahoma limited partnership, of 108 E. Robberts, Kingfisher, OK 73750 (also referred to as CNP) and Name _____, Address _____, City _____, OK Zip Code _____ (hereinafter called Contractor).

PROJECT

1. Description of work:

Indicate if drawings, specifications, or other further description is attached and made part of this agreement: NO ___ YES ___

2. Project is for site acquisitions.

3. Evidence of insurance is required (*See Section III*), with Cellular Network Partnership listed as additional insured on Contractor's certificate of insurance.

4. In the event this Contract shall also include the furnishing of material, said material shall be furnished under the terms of CNP's purchase order attached hereto and shall be subject to the requirements and provisions thereof.

5. Work on this Contract will be performed at various locations listed in Section 4.

6. The maximum amount of this Contract shall be \$_____.

Payment will be due and payable in accordance with the following schedule:

90% upon completion of each phase*

10% upon inspection and acceptance of each phase.

***Subject to the provisions of Paragraph 2 of Section II**

Invoices are to be submitted to the attention of Debbie Espolt, at P.O. Box 539, Kingfisher, OK 73750.

7. The Contractor shall commence performance of this Contract no later than 9/1/2011, and shall complete performance of the project no later than 1/6/2012. In the event work contemplated by this Contract shall not have been completed by the dates outlined by phase in Section 4 of the Scope of Work, Contractor may be subject to a Five Hundred Dollar (\$50.00) per day late performance penalty at the option of CNP. Late performance due to zoning, FAA and FCC filings, etc. will be addressed on a per site basis, by CNP.

SECTION II - GENERAL PROVISIONS

1. **Notification of Injury or Damage:** The Contractor shall promptly notify CNP of any injury, death, loss, or damage to persons, animals, or property, which is in any way related to the work performed under this Contract, even though such occurrence was not caused or contributed to by the Contractor, his employees and agents.

2. **Withholding of Payments:** CNP may withhold money due for portions of the work, which have been rejected by CNP and which have not been corrected by the Contractor to the satisfaction of CNP. A Waiver of Lien form is required from each supplier as a predicate to any payment due hereunder. CNP may withhold money due for claims which might be the subject of reimbursement to CNP by the Contractor. If CNP is advised the Contractor is not promptly paying employees of the Contract, then CNP may withhold such money due as CNP deems sufficient to insure the obligations incurred by the Contractor in connection with the work covered by the Contract will be paid in full.

3. **Changes in Work:** CNP may make changes in the work by altering, adding to or deducting from the work. No change in the contract price shall be made for minor changes not involving extra cost. All adjustments in the contract price, by reason of any other change, shall be agreed to by the parties prior to commencement of the actual work.

4. **Standards of Work:** The Contractor shall furnish and be responsible for all supervision, labor, tools, equipment, power & transportation required to perform the work, except those items specifically listed as being furnished by CNP.

5. **Laws and Regulations:** The Contractor shall comply with all Federal, State, and Municipal Laws, ordinances and regulations applicable to the performance of the work and give all notices that may be required. If the Contractor observes that the work to be performed is at variance with any law, ordinance, or regulation, he shall promptly notify CNP. This Contract shall be governed by the laws of the State of Oklahoma, and the parties agree that for any litigation arising from this Contract, venue and jurisdiction will be the District Court of Kingfisher County, State of Oklahoma.

The Contractor shall perform work in such a manner as to maximize preservation of beauty, conservation of natural resources, and minimize marring and scarring of the landscape and silting of streams. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways or pastures. The Contractor shall follow, under the general direction of CNP, the criteria relating to environmental protection as specified herein by CNP.

6. **Inspection of Work:** CNP retains the right to inspect any potential tower sites, and to further assure compliance with the plans and may, after reasonable notice to the Contractor, inspect the work being conducted by the Contractor or a portion or portions thereof selected by CNP. The Contractor has sole authority, responsibility, and control over the method and manner by which the work is to be performed and shall remain in all respects an independent contractor. At completion of each site acquisition, an employee or agent of CNP will inspect said site. Any discrepancies will be noted, and should be remedied by the Contractor before final closing of the site acquisition.

7. **Service Pipes and Underground Structures:** The Contractor at his expense shall locate any pipes, conduits or the underground structures or obstructions which are in the way of the

potential tower site construction, whether or not any work plans omit to show or purport to show their locations. All such property damaged in the course of the work shall be repaired by the Contractor in a manner satisfactory to CNP. If applicable, Contractor agrees to comply with the provisions of the Underground Facilities Damage Prevention Act of the State of Oklahoma, as set forth in 63 O.S. '142.1 et.seq.

8. **Duty of Safe Performance:** The Contractor shall take every measure to protect all persons and property, including property of CNP from injury arising out of the performance of work. The contractor will be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable local, state, and federal safety requirements. The Contractor shall make such inspections, safety checks, and tests, and shall provide such equipment, personnel, and supervision as is necessary to insure the safe performance of the work.

9. **Defects in Work:** The Contractor shall correct at the Contractor's expense any and all defects, deficiencies, or omissions in the work product furnished by the Contractor which are discovered within one year from the date the work product was delivered to CNP. Acceptance of the work by CNP shall not constitute a waiver on any such defects or deficiencies. CNP shall notify the Contractor in writing of any defects or deficiencies and the Contractor shall pay CNP the cost of making such corrections. The Contractor shall indemnify and be responsible for any expense CNP incurs as a result of any such defect, deficiency, or omission contained in the work product furnished by the Contractor.

10. **Indemnification:** The Contractor agrees to indemnify and hold harmless CNP from any and all claims, actions, causes of action, whatsoever which may in any manner arise or grow out of the performance or nonperformance of the work herein contracted to be done whether such claims, actions, or causes of action are alleged to be the results of any act or omission of the Contractor, its subcontractors, agents, servants, employees, or any or all of them and regardless of the fact that the work may have been completed and accepted by CNP and regardless of the fact the Contractor may have received payment for work.

11. **Miscellaneous:** The Contractor is fully informed of its duties and obligations under this contract and has made a careful examination of the proposed area for the tower sites of the Project. The Contractor is aware of the work to be performed and is fully informed as to the nature of the soil, terrain, transportation facilities, and labor conditions which may effect work under this agreement. Contractor shall not assign this Contract or any part thereof, or enter into any contract with any person, firm, or corporation for performance of the Contractor's obligations hereunder, or any part of such obligations, without the prior written approval of CNP.

12. **Nondiscrimination:** (See Form 270 Attached.)

13. **Subcontracting:** Contractor is prohibited from subcontracting to third parties any work to be performed under this Contract without the prior written consent of CNP.

14. **Independent Contractor Status:** During the term of this Agreement, Contractor shall be an independent contractor. Contractor will be solely responsible for determining the Services provided by it and will provide any necessary tools, supplies, and equipment at its sole cost, unless otherwise determined by CNP. CNP shall not withhold from its payments to (Company Name) state or federal income tax, social security, state or federal unemployment insurance contributions, disability insurance contributions or any other such contributions, taxes or employee withholdings, and will not obtain workers compensation or any other insurance for

(Company Name) and (Company Name) shall be solely responsible for such taxes, withholdings and insurance.

15. **Termination:** This agreement may be terminated at the election of CNP, without in any manner limiting its legal and equitable remedies in the circumstances, if within thirty (30) days after CNP gives notice to the Contractor specifying a material default or material defaults of Contractor in its obligations contained herein, Contractor has not cured the default, or if such default is not reasonable capable of cure within thirty (30) days, Contractor has not commenced within such thirty (30) day period to diligently correct the default or defaults so specified, or does not thereafter pursue diligently such correction or completely. In the event of termination of this Agreement, CNP shall retain all work product developed as a result of this agreement. Work product shall include, but not be limited to, tower mappings, site plans, structural reports, leases, forms, environmental reports, permits, and any other information deemed pertinent by CNP. CNP may take over the Project and prosecute the same to completion by Contractor or otherwise for the account and at the expense of the Contractor, and the Contractor shall be liable to CNP for any cost or expense in excess of the contract price occasioned thereby. CNP, in such contingency, may exercise any rights, claims, or demands which the Contractor may have against third persons in connection with the Proposal and for such purpose the Contractor does hereby assign, transfer, and set over unto CNP all such rights, claims, and demands.

16. **Proprietary Rights:** CNP shall retain all title to CNP's materials that are provided to CNP, including all copies thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent in CNP's materials.

17. **Confidentiality:** All information provided to the Contractor by CNP is deemed Confidential Information and is to be used solely for the purposes contemplated by this Agreement. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of CNP's Confidential Information. Contractor will be responsible for any breach of confidentiality by its employees, agents, or assigns.

18. **Conflicts of Interest/Non-Compete:** Contractor agrees not to enter into any agreements or conduct any business that would be in conflict or compete with CNP's interests in relation to this agreement.

19. **Severability:** The provisions of this Agreement are severable and, if any provision, sentence, phrase or word of this Agreement or the application thereof shall be held invalid or illegal by any court or regulatory authority having jurisdiction thereof, the remainder of this Agreement shall not be affected thereby, and all remaining provisions shall be valid and enforceable to the extent permitted by law.

20. **Entire Agreement:** This Agreement, and the Exhibits hereto, all of which are incorporated by this reference, constitute the entire agreement and understanding by the parties with respect to its and their subject matter and my not be contradicted by evidence of any prior or contemporaneous oral or written agreement. Any subsequent amendment to this agreement must be in writing and signed by both parties.

SECTION III – INSURANCE

Unless modified by an addendum to this Contract during Contractors performance hereunder, Contractor shall take out and maintain full paid insurance to include: (a) Workman's Compensation Insurance as required by the State of Oklahoma; (b) Public Liability Insurance covering all operations under the Contract with limits for bodily injury or death, of not less than One Million Dollars for each occurrence and One Million Dollars for property damage for each occurrence; (c) Automobile liability on all motor vehicles used in connection with the Contract whether owned or non-owned or hired with limits for bodily injury or death of not less than One Million Dollars per person and One Million Dollars per occurrence; (d) Where the performance of the work involves "structural property, underground property, or blasting", the Contractor's comprehensive general liability insurance policy shall provide coverage to the insured for legal liability arising from operations under this Contract for property damage (1) arising out of blasting (2) arising out of collapse of or structural injury to any building or structure, or (3) to underground facilities and utilities.

1. The above provisions shall also apply to all subcontractors, and Contractor shall be responsible for their compliance therewith.

2. The Contractor will furnish to CNP a certificate evidencing insurance coverage required above, and Cellular Network Partnership will also need to be named as an additional insured on Contractor's certificate of insurance.

The certificate shall provide for a ten-day prior notice to CNP of any cancellation or material change in the coverage.

This Contract entered into in Kingfisher, Oklahoma this _____ day of _____, 20__.

CNP:

CELLULAR NETWORK PARTNERSHIP,
d/b/a Pioneer Cellular

By: O.T.&T. Communications, Inc.,
(an Oklahoma corporation)
A General Partner

By: _____
Richard Ruhl, General Manager

CONTRACTOR:

(NAME)

By: _____
Title: _____

ADDENDUMS

2.1. RUS ADDENDUM:

RUS loan funds are not involved in this contract.

2.2 EQUAL OPPORTUNITY ADDENDUM

Public reporting burden for this collection of information is estimated to average 0.1 of an hour per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, DC 20250; and the Office of Management and Budget, Paperwork Reduction Project (OMB #0572-0062, Washington, DC 20503. OMB FORM NO. 0572-0062, Expires 10/31/91.

EQUAL OPPORTUNITY ADDENDUM To Be Inserted in Construction Contracts and Subcontracts, and Materials Contracts and Purchase Orders

PART I

The Contractor represents that:

It has , does not have , 100 or more employees, and if it has, that

It has , has not , furnished the Equal Employment Opportunity - - Employers Information Report EEO-1 Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Contractor agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

PART II

CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

NOTE: The penalty for making false statements in offer is prescribed in 18 U.S.C. 1001.

PART II

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race,

color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

The term "Contractor" shall also mean "Bidder" or "seller" in case of materials and equipment contracts and purchase orders, and "Subcontractor" in the case of subcontracts.

This addendum supersedes the similar representations and provisions which may be contained in the contract form to which this addendum is attached. The Contractor may disregard the superseded representations and provisions.

CONTRACTOR

BY

TITLE

DATE

2.3 CONTRACTOR'S QUOTE AND CERTIFICATE OF INSURANCE:

The following pages contain the contractor quote, current Certificate of Insurance and Workman's Compensation.

NOTE: A copy of the Waiver of Lien (Form 408) is attached on the following page for use in required information. Please feel free to make copies as necessary.

2.4 WAIVER OF LIEN ADDENDUM

WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS: THAT

The undersigned, _____
d/b/a _____ has been retained as a contractor
[subcontractor/laborer/supplier] of services or materials that has been performed on or supplied to
those certain improvements located at _____, and affecting the following described real
property (collectively, the "Property"):

TO BE DETERMINED

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good
and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the
undersigned does hereby release all lien right against the Property that the undersigned may have
on account of labor performed, or to be performed, or by reason of materials furnished or to be
furnished, in connection with the construction, renovation, repair or improvement of the Property,
has paid the undersigned in full up to the date hereof in accordance with the terms and provisions
of the contract between the undersigned and said owner.

EXECUTED this _____ day of _____, 20 _____.

d/b/a _____

By: _____

Print Name: _____

Title: _____

3. CONTRACT SCOPE OF WORK:

Cellular Network Partnership will provide the site location, proposed tower type, and height for the contractor. The tower height will be confirmed by RF engineering once the surveyed ground elevation is established. (See Section 4)

The contractor will be required to complete all the steps enumerated in Section's 3.1 through 3.10 of this Contract. Contractor will satisfy the city, county, state, and federal regulations required to bring site to a point at which construction can begin.

The ground lease for the Sun City site has been acquired and is under option pending the remaining due diligence that is covered by this scope of work.

3.1 UNDERGROUND LINE SEARCH:

In preparation of survey being performed contractor will use all available avenues to locate all underground lines. Prior notification of excavation and location of underground facilities are required by law.

- Courthouse records for easement search.
- Kansas One-Call System, Inc. (811)

3.2 SURVEY REQUIREMENTS:

Accuracy requirement

An accuracy statement will be required on each survey stating that it meets the FAA 1A standard. The 1A requirements are a horizontal tolerance (Latitude and Longitude) of $\pm 15'$ and a vertical tolerance (Elevation) of $\pm 3'$. The accuracy statement should also include the method of determining the data; i.e., Differential GPS, USG Benchmarks, etc.

Staking and Flagging

The lease corners, access road easement centerline, utility easement(s) centerline, and tower identification points will be marked with a 1/2" rebar pin with cap, a wood stake (labeled) and a steel T-fencepost. The pin, stake and post will be flagged.

The following is a list of survey objectives:

- The tower center will be staked and the latitude and longitude and elevation will be shown on the survey. The distance to the nearest section line north or south and east or west from the tower center will be shown on the survey.
- Show the current elevations of the four corners of the 100' x 100' building pad area and tower anchor locations (guy tower).
- Show adjacent city, county and state roads.
- Show existing topography of the site and adjacent areas.
- Show trees, groups of trees and groups of brush in the lease area.
- Show 12' wide Access easement with corner radius to accommodate 18 wheeler traffic.
- Show 10' utility easements for both commercial power and Telephone company access.
- Show the location of power poles along adjacent roads or in immediate area.

- Show existing telephone cable routes and pedestal locations and identification information if available
- Show latitude and longitude of the tower-locating pin using NAD 83 with an accuracy of 3 decimal places.
- Supply one (1) certified and stamped site survey, one (1) copy of same with one sent in a PDF format, and one (1) Legal copy for the court house recordation with 1 inch top margin and all other margins at least one-half inch to affixation of the documentary stamps etc., required by Section 3201 and 1901 of Title 68 of the Oklahoma Statutes.

3.3 ZONING (As Required):

- 1) Landowner liaison through site acquisition/zoning process
- 2) Complete Zoning application forms
- 3) Compile all required information
- 4) Arrange and compile exhibits for Zoning
- 5) Submit application and information to Zoning
- 6) Coordinate Zoning with attorney if necessary
- 7) Stay in close contact with Zoning Body
- 8) Coordinate and submit additional information if needed
- 9) Attend and testify at required hearings
- 10) Coordinate and arrange easements for utilities and access (if needed)

3.4 BUILDING PERMITS (As Required):

Compile all needed documents for county or city such as:

- Tower drawings
- Foundation drawings
- Equipment Pad Drawings
- Site Plans
- Geo-tech reports
- Survey
- Prepare Building Permit Applications
- Submit Applications and needed information
- Submit Payment (reimbursed by CNP)
- Track progress of application
- Submit additional information as requested
- Follow Permits progress to issuance

3.5 STATE HIGHWAYS- DRIVEWAY PERMIT (AS REQUIRED):

Coordinate, as required, with Highway department to obtain driveway permits.

3.6 FEDERAL AVIATION ADMINISTRATION (FAA):

As part of its ongoing efforts to promote air safety, the Federal Communications Commission requires owners to register certain antenna structures (generally those more than 60.96 meters (200 feet) in height or located near an airport) with the Commission. Registration must be undertaken *after* an owner has requested a study of the site by the Federal Aviation Administration and received a “Final Determination of no Hazard.”

Contractor Responsibilities

Provide the required site information to CNP so that the FAA study can be completed.

CNP Responsibilities

Complete FAA/FCC registration process.

3.7 STATE AERONAUTICS REQUIREMENTS:

Some states, such as Oklahoma, have developed regulations to protect airports in addition to federal requirements. Compliance with such regulations in other states will be required

Contractor Responsibilities

Provide documentation that the state requirements have been met or that no state requirement exists.

CNP Responsibilities

N/A

3.8 FEDERAL COMMUNICATIONS COMMISSION (FCC):

The Antenna Structure Registration Program is the process under which each antenna structure that requires FAA notification, including new and existing structures, must be registered with the FCC. The owner is the single point of contact for resolving antenna-related problems and is responsible for the maintenance of those structures requiring painting and/or lighting.

Contractor Responsibilities

N/A

CNP Responsibilities

If required, obtain the original FCC Form 854 for ASR data entry electronically.

3.9 ENVIRONMENTAL SERVICES:

As a licensee of the FCC, CNP is required to submit an Environmental Assessment (EA) to the FCC for “actions which may significantly affect the environment.” (47 CFR 1.1307). In order to determine whether our proposed wireless facility may significantly affect the environment, we must screen all proposed sites prior to construction start. The nine (9) NEPA screening categories can be summarized as follows:

- 1) Officially Designated Wilderness Areas
- 2) Officially Designated Wildlife Preserves
- 3) Threatened and Endangered Species and Designated Critical Habitats
- 4) Historic Places
- 5) Indian Religious Sites
- 6) Floodplains
- 7) Significant Change in Surface Features (e.g. wetlands, surface waterways)
- 8) High Intensity White Lights in Residential Neighborhoods
- 9) Excessive Radio Frequency Exposure

**3.9.a NATIONAL ENVIRONMENTAL PROTECTION ACT (NEPA):
ENVIRONMENTAL AFFECTS CHECKLIST COMPLETION OF SECTION
106 PROCESS**

Contractor Responsibilities

- Complete site inspection by qualified personnel.

- Complete a copy of the NEPA Checklist
- Include a summary document.
- Include site photographs.
- Include USFWS wetlands map, FEMA map, and USG topographic map.
- Send and include copies of letters to all appropriate State and Federal agencies, including but not limited to the USF&WS, state conservation offices, state historic preservation offices (SHPO) refer to Section 3.11.c, and appropriate Indian Tribes. Include view-shed information to the SHPO, along with a research-based opinion (by an historian with qualification acceptable to the applicable SHPO) of “No Affect,” “No Adverse Effect,” or “Adverse Effect.”
- Include responses from each State and Federal agency and Indian Tribe.
- Submit two bound copies of the NEPA Checklist, photographs, letters, and maps to CNP.

Whenever possible, site candidate that might require submittal of an Environmental Assessment (EA) to the FCC should be avoided.

3.9.b ARCHAEOLOGY CULTURAL RESOURCES SURVEY:

Complete a NHPA Section 106 Cultural Resources Investigation, Archaeology Survey.

Contractor Responsibilities

An archeological survey will be performed if requested by the State I Office. If a survey is requested it should be performed by a 36 CFR 61-qualified professional archaeologist.

Include two bound copies of a summary report per state and federal requirements.

CNP Responsibilities

Provide authorization to perform Archaeology Survey.

3.9.c STATE HISTORICAL PRESERVATION OFFICE (SHPO):

HISTORICAL SURVEY (IF REQUIRED):

Complete a NHPA Section 106 Cultural Resources Investigation, Architectural Survey of all structures within the Area of Potential Effects as applicable per state requirements.

Contractor Responsibilities

Calculate the Area of Potential Effects and check all appropriate sources for historic buildings/districts that are eligible for listing on the National Register.

Include photographs of any historic structures within the Area of Potential Effects and photographs from the historic site looking towards the potential cell site.

If a Site Assessment of the site is requested as a result of the letter to SHPO, include an assessment of visual effect on identified NRHP-eligible and NRHP-

listed architectural properties by an historian with qualifications acceptable to the applicable SHPO.

CNP Responsibilities

Provide authorization to perform historical survey if required. Reimburse at quoted rate.

3.9.d ENVIRONMENTAL ASSESSMENT (EA):

(AS REQUIRED AND BILLED AS INCURRED)

Whenever possible, site candidates that would require submittal of an Environmental Assessment (EA) for NEPA concerns to the FCC **should be avoided**.

RURAL AREAS ONLY

An Environmental Assessment will be done **only** if an alternate site is unavailable.

Contractor Responsibilities

Include a summary document containing a description of NEPA process applicability to site, site description, zoning and public controversy statement, alternative analysis, applicable maps and facility site plan, NEPA checklist, photographs, applicable permits and letters, agency permits and approvals, interviews, summary statement, and qualifications of consultants.

CNP Responsibilities

Provide authorization to perform the environmental assessment, if required.

3.9.e PHASE 0 ENVIRONMENTAL SITE ASSESSMENT (ESA):

ASTM TRANSACTION SCREEN

RURAL AREAS ONLY

Complete the Transaction Screen Questionnaire in accordance with the ASTM E-1528 Standard Practice and investigate and determine the current and past operations and conditions at the property being considered for lease, which may have had or may have an adverse environmental impact on the site and/or a business environmental risk.

Based on results of the Transaction Screen Questionnaire and the visual inspection of the site, a state and federal records and environmental database radius report or a Phase I Investigation may be requested by the Client.

Rural sites failing the Phase 0 requirements will be revisited to determine if a Phase I is the best option. A Phase I Environmental Assessment will be done only if an alternate site is unavailable.

Contractor Responsibilities

Complete site inspection by qualified personnel.

Include a summary of site visual findings.

Include site photographs of environmental concerns.

Include ASTM E-1528 Transaction Screen Questionnaire completed by property owner and consultant.

Submit one bound copy of the report to Client.

Client Responsibilities

Authorize acceptance of further study.

3.9.f PHASE I ENVIRONMENTAL SITE ASSESSMENT:

Complete a Phase I Environmental Site Assessment in accordance with the ASTM E-1528 Standard Practice.

Contractor Responsibilities

- Complete site inspection by qualified personnel.
- Submit a summary document, which includes:
 - Site photographs
 - Aerial photographs
 - USFWS wetlands map, FEMA map, and USGS topographic map.
 - State and federal records and environmental database radius report
 - Compilation of appropriate local, state, and federal agency documentation.
 - Owner and appropriate agency interviews.
 - Assessment of 50-year chain-of-title.
- Submit one bound copy of the report to CNP.

CNP Responsibilities

Based on the Phase I and all other site location options being exhausted a Phase II could be requested by CNP.

3.9.g PHASE II ENVIRONMENTAL SITE ASSESSMENT:

(BILLED AS INCURRED) - **As Required and Authorized by CNP**

Complete a Phase II soil test per CNP direction based upon the conclusions reached in the Phase I report.

Contractor Responsibilities

Have soil samples taken from the site by qualified personnel.

Have soil tested by reputable, qualified environmental testing laboratory.

Prepare report that includes written analysis from laboratory with results of contamination levels, and conclusions as to risk level or proceeding with construction at a specific site.

CNP Responsibilities

Provide authorization to contractor to perform Phase II Assessment as required.

3.10 GEOTECHNICAL INVESTIGATION REQUIREMENTS:

Conduct a Subsurface Exploration boring for each tower and anchor location with sufficient depth to accommodate either spread or drilled pier footings. The purpose of this subsurface evaluation is to obtain data to provide recommendations for the design and construction of the tower foundation.

Contractor Responsibilities - GEOTECH

Monopoles – 1 bore within 10’ of tower location to 35-40’ or Auger refusal.

Self Support – 1 bore within 10’ of tower location to 25’ or Auger refusal.
Guyed – bore for tower location and each anchor to 30’ or Auger refusal

Soil resistivity test – The “Miller Box” test will be utilized to test the soil samples both with the moisture content received from the field and the standard saturated method.

- Supply one (1) paper copy of completed report and one (1) copy of same sent in a PDF format.

CNP Responsibilities

Provide access to site, pursuant to Site Lease with Option Agreement.

4. EXHIBITS

Information for the site acquisition is provided in the following exhibits.

<u>EXHIBIT</u>	<u>PAGE</u>
4.1 SPREADSHEET.....	25

4.1 SPREADSHEET:

Site Name	Landowner Name	Landowner Phone	Legal Description	Tower Type	Tower Height	Guy Radius
Sun City	The City of Sun City, KS	620-248-3267	An approximate 3 square acre tract of land located in the SE/4 of the NW/4 of Section 11, Township 31 South, Range 15 West, Barber County, Kansas	Guyed	250'	80%