

REQUEST FOR FURTHER EXTENSION OF SILENT STA

The Southern Oregon Conference Association of Seventh-day Adventists (“SOC”), licensee of low power television station KEVE-LD, Vancouver, Washington (Facility ID #67878) (the “Station”), hereby requests a further extension of the Special Temporary Authority to remain silent. Additional time is needed to complete the modifications occasioned by the television repack and to restore the station to service.

The Station has been silent since April 12, 2019, when it was required to vacate its channel in the course of the television repack. The subsequent history of SOC’s difficulties in completing the construction of the Station’s post-repack facilities are recounted in SOC’s previous requests to extend the STA granted in File Nos. 0000112398, 0000124748, and 0000144559. The Video Division granted these requests notwithstanding the 12 months of silence. The most recent extension expired on November 12, 2021.

During the most recent extension period, SOC has made substantial progress in its efforts to complete the modifications required by the repack and to return the Station to the air. All necessary equipment has been purchased and delivered to SOC. The transmission system was delivered on October 25, 2021. The antenna was delivered on November 3, 2021. RIO Tower & Steel, Ltd. has been contracted to install the antenna and cable on the tower. Installation on the tower is the only remaining unfinished business. SOC is awaiting the availability of the tower crew. In addition to crew availability, the tower installation is complicated by the need to coordinate the process with KATU, on whose tower SOC is renting space, as well as with other tenant stations on the tower. SOC expects to be able to complete the installation process prior to expiration of the station’s current construction permit on February 13, 2022.

Documentation of SOC’s dealings with equipment vendors and RIO Tower & Steel, Ltd. are attached.

After a difficult period of exceptional challenges to the completion of the modifications to the Station required by the repack process, SOC is now on the verge of resuming normal operation of the Station. SOC has expended considerable effort and resources to bring the restoration project to this point. The requested extension is justified in the interest of fairness and equity to the licensee. The extension would also serve the public interest in conserving a television service for the Portland, Oregon market.



Quote Document

22 Tower Road
Raymond, ME 04071
Tel: +1 207.655.8100
Fax: +1 2.7.655.8173
www.dielectric.com

Bill to:	Ship to:
Qcommunications, LLC johno@qcom1.com 705B SE Melody LN #314 Lees Summit, MO, 64063	John Owen (703) 930-3763 1393 Dutch Thomas Road Peebles, OH, 45660

Quote Number	210430DG
Facility ID	67878
Quote Date	6/23/2021
Sales Person	GLAVIN/EDWARDS
Currency	USD

Payments	NET 30 **TERMS SUBJECT TO CHANGE PENDING CREDIT APPROVAL**
Incoterms	FOB Raymond ME PPA
Freight Carrier	
Shipping Instructions	
Packing Instructions	
Governing Terms	Terms and Conditions of Sales for Broadcast or Engineering Services (Rev E. 1 September 2020)


QUOTE TO JOHN OWEN FOR KEVE-LD CHANNEL 31
LEAD TIME EST. 5 WEEKS
QUOTE VALIDITY 90 DAYS

Line	Item	Item Description	Qty	Unit	Net Price	Extended Price
1	11000000077	UHF TV BROADCAST ANTENNA. LOW POWER, HORIZONTALLY POLARIZED, STANDARD DIRECTIONAL H-PATTERN, SIDE MOUNT, UNPRESSURIZED, SLOT COVER FOR ENVIRONMENTAL PROTECTION. DESIGNED TO TECHNICAL PROPOSAL C-71736.	1	EA	\$ 8,363.00	\$8,363.00
2	11000000077	STANDARD MOUNTING BRACKETS TO ATTACH TO 2" 6.5" OD PIPE OR NON-TAPERED TOWER LEG.	1	EA	\$ 2,234.00	\$2,234.00
Total Net Price						\$10,597.00

Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Compay Name:

Signature: 

Printed Name: **Brent Plubell**

Title: **Vice President**

Date: **7/1/2021**

Requested Date:

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.



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12017 Mitchell Drive
Alvarado, Texas 76009
Phone: 817-225-0890
Fax: 817-225-0895
www.riosteel.com

Invoice

Date	Invoice #
9/30/2021	821149-1

Bill To
KEVE 225 NW Skyline Blvd. Portland, OR 97210

Tower Site Location:

P.O. No.	Terms	Project
Jonathan Russell	Due on Receipt	821149 - KEVE-LD

Description	Amount
PROJECT SCOPE: Mobilize crew to tower site / Offload and inventory materials / Rig the tower / Remove existing antenna and mounts @ 591' / Assemble and install dielectric DLP-12H slot antenna @ 591' with mounts / Reconnect existing coax to new antenna / De-rig tower / Clean up job associated debris / Provide close out package with photos upon completion CONTRACT AMOUNT DUE: Acceptance of project - 20%	5,000.00

****Please Note** There will be a 3% charge added to Credit card transactions. Make Checks Payable to RIO Steel & Tower, LTD Thank you for your business !!**

Total	\$5,000.00
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Q Communications
John R. Owen

09/21/2021
Tel: (703) 930-3763

Please find below a proposal to perform the antenna work needed on the guyed tower in Portland, OR.

KEVE-LD
Portland, OR
Lat: 45° 31' 13.1"
Long: -122° 44' 40.9"
918' guyed tower

The overall scope of the project is as follows:

- Mobilize crew to site.
- Offload and inventory materials.
- Rig tower.
- Remove existing antenna and mounts at 591' level.
- Assemble and install Dielectric DLP-12H slot antenna at 591' level, mounts included.
- Reconnect existing coax to new antenna.
- De-rig tower.
- Clean up site and remove job associated debris.
- Provide closeout package including photos.

Notes:

1. Clean graded and compact access for our equipment.
2. Bids are based on standard 40 hour work weeks.
3. This bid valid for 60 days from issuance.
4. Quote does not include sales tax.
5. All lighting and obstruction marking will not be modified.
6. Existing facilities will not be modified unless authorized and approved by tower owner.
7. RIO Steel & Tower, Ltd. and customer acknowledges that hoisting personnel may take place during the construction process. RIO Steel & Tower, Ltd. follows the American National Standard A10.48-2016 Section 8, and OSHA 1926.550 Current directive number CPL02-01-056 with regards to hoisting personnel. All rules and regulations therein are adhered to.
8. All crew members employed by RIO Steel & Tower, Ltd. have the following certifications:
 - a. CITCA – Rigging and rescue safety training.
 - b. CPR First Aid through American Heart Association.
 - c. Driver's education certification.
 - d. Tirap NWSA certification (in process).
9. Customer to provide all materials.



Q Communications

Antenna Replacement

Portland, OR

Stipulations:

1. Site accessible by Two-wheel drive work equipment and full sized Tractor- trailer rig
2. RF safe environment shall be provided for crew during normal working hours.
3. Free and clear accessibility will be provided for rigging at mounting height.
4. Night work is not included in this estimate. Night work, if needed will be based on time and materials only. (\$125.per man per hour)
5. Additional charge will apply if RIO must verify field dimensions prior to fabrication of materials.
6. Adverse weather conditions may affect installation and costs: Rain during installation will result in additional costs not to exceed \$2,000 per day, or delay of project until suitable weather conditions permit project completion within budget. In the event that more than 2 cumulative days is lost due to inclement weather the customer and the contractor will discuss options to either pay crew expenses or demobilize and remobilize the crew.
7. If there is any welding to be performed on this project and the size of the weld changes after the project was bid, there may be additional labor charged to cover the additional time.
8. Any additional work will be billed at the rate of \$105 / man / hour plus \$120 / man per diem and cost plus 15% on required materials. Work will be billed at time of approval by customer.
9. This estimate does not include any revisit for stoppage of work outside the original scope. A remobilization charge of \$2,500 for each visit will be assessed as well as \$2,000 a day for stand-by time.(i.e. missing or unavailable materials provided by others, delay in completion of PMI, CWI, pull testing, etc. provided by others, adverse weather, changes in scope of work.)

Project Duration:

Installation of materials:

4 days on site

Project price - INSTALL:

Mobilization:

\$ 5,000.00

Installation of materials:

\$ 15,000.00

Total project price:

\$ 20,000.00

Terms: 25% due upon contract acceptance
25% due upon project completion
Balance due net 30 days upon project completion

PLEASE NOTE: RIO accepts credit card payments for payment of invoices. However, due to increased costs to process these types of payments, if a credit card is used, a 3% surcharge will be added to the amount charged.

Insurance:

- General Liability
- General Automobile
- Workman's Compensation



Q Communications

Antenna Replacement

Portland, OR

Authorized By: RIO Steel & Tower, Ltd.

Date: _____

Vance Hapeman

Accepted By: Q Communications

Date: _____

- 1. By the above authorized signature, customer agrees to pay in accordance with the terms specified. In the event that payment is not received according to the specified terms, it is understood by the customer that interest will be charged on any invoice balance remaining unpaid after the specified terms. Interest will be calculated and billed monthly at a minimum rate of 1.5% per month, up to the maximum annual interest rate permitted by Texas state law.*
- 2. In the event of a failure by customer to make full and timely payment to Rio Steel & Tower, Ltd. of any amounts invoiced and due under the terms of this agreement, or in the event that it becomes necessary for Rio Steel & Tower, Ltd. to undertake collection efforts with respect to outstanding invoice balances, it is understood and agreed by customer that all costs of collection, including, but not limited to actual attorneys' fees and expenses, and/or mediation or arbitration fees and expenses, shall be awarded to Rio Steel & Tower, Ltd., whether or not suit is filed, and in addition to any other relief to which Rio Steel & Tower, Ltd. may be entitled.*
- 3. Rio Steel & Tower, Ltd. or its assigns shall be entitled to recover costs, including, but not limited to attorneys' fees and expenses, and/or mediation or arbitration fees and expenses incurred in the filing, executing, and recording of any judgment, in the event customer fails to comply with all terms of this agreement.*
- 4. Customer shall reimburse Rio Steel & Tower, Ltd. For any and all expenses that may be incurred by Rio Steel & tower, Ltd. In the event Rio Steel & Tower, Ltd. is required to take legal action in order to collect the consideration set out herein. This shall include Rio Steel & Tower's attorney's fees that may be incurred in collection the sum set out herein.*
- 5. Customer agrees that Rio Steel & Tower may at its option accept payments of principal or interest past due or partial payments or money due without any manner modifying the terms of this contract and that such acceptance shall not be construed as a waiver of any subsequent fault on customer's part.*
- 6. Customer agrees that in the event of default in making payments as set out under the contract, Rio Steel & Tower, Ltd. shall have the right and option to declare the entire contract price due upon demand being made by Rio Steel & Tower, Ltd.*
- 7. In as much as Rio Steel & tower, Ltd. carries liability insurance, all claims must be investigated and settled by our insurance company. Therefore, the customer specifically agrees not to withhold sums due Rio Steel & Tower, Ltd. Under this contract by reason of any alleged insurance claims against the customer.*
- 8. At all times, until the job is completed, all material, equipment, etc. supplied by Rio Steel & Tower, Ltd. shall be considered the property of Rio Steel & Tower, Ltd. Should customer fail to make any and all scheduled payment, Rio Steel & Tower, Ltd. has the option of reclaiming all material or exercising the above clause # 4.*