

Report Type: Consent Calendar Meeting Date: 12/9/2019

**Council Priority: Fiscal Sustainability** 

Summary Title: Approval of a License Agreement with PTI US TOWERS II, LLC at 2675 Hanover Street

Title: Approval of a License Agreement With PTI US Towers II, LLC, for Continued Operation of Telecommunications Facilities on a City Owned Property Located at 2675 Hanover Street

From: City Manager

# Lead Department: Administrative Services

# Recommendation

Staff recommends that Council approve and authorize the City Manager to execute the attached license agreement between the City of Palo Alto and PTI US Towers II, LLC, to provide for the continuation of the uninterrupted service, replacement, maintenance, modification, upgrade, and operation of a wireless communication facility at Mayfield Fire Station 2 located at 2675 Hanover Street.

# Background

The City is the owner of the real property located at 2675 Hanover Street and operates the Mayfield Fire Station 2 at this location. On December 1, 2003, Pacific Bell Wireless, LLC, a Nevada limited liability company, entered into a lease with the City to occupy approximately 174 square feet of the property as a communication facility. The lease was assigned to Omnipoint Communications, Inc. on January 2, 2005, who then transferred the lease to T-Mobile West Corporation on June 30, 2009. T-Mobile West Corporation entered into the first amendment to the lease agreement, dated June 22, 2012, to expand the premises by an additional 400 square feet for a current total size of approximately 574 square feet. In 2013, T-Mobile subleased portions of the tower to AT&T with the City's consent while maintaining their equipment on the tower.

On November 10, 2015, T-Mobile sold the rights of over 600 towers to Phoenix Tower International (PTI), including the one located at 2675 Hanover Street. This transaction shifted the ownership of the towers and the right to receive rent from the co-locators, as well as the obligation to pay rent to the property owners, to PTI. The lease at 2675 Hanover Street expired

on November 31, 2018, but it is still effective under the 'Holding Over' provision. The City and PTI US Towers II, LLC, desire to enter into a new license agreement for the continuation of the uninterrupted service, replacement, maintenance, modification, upgrade, and operation of the wireless communication facility at the premises.

# Discussion

Staff has negotiated a license agreement to grant PTI the right to continue using the premises as a wireless communications facility for a ten-year initial term with two options to extend for five years each. PTI has agreed to pay \$85,000 as a license fee in consideration for use of the premises during the first year with 3% annual increases. If PTI wants to add another carrier to the premises, PTI shall pay the City 50% of the revenue from their new agreement with the colocating carrier if revenues exceed the license fee due from PTI to the City. In addition to the license with PTI, AT&T will independently seek to complete modifications to its equipment on the tower. The premises is currently improved with antennas mounted on a fiberglass treepole and connected with coaxial cables to transceiver stations located at the base. AT&T's project will consist of replacing older technology antennas with new technology antennas, which will improve the capacity and quality of service. All such replacements and modifications are subject to separate permitting and approval processes, pursuant to the Palo Alto Municipal Code.

# Timeline

The initial term shall commence on the first day of the month following the effective date of the license. AT&T intends to apply for permits to upgrade the facility shortly following execution of the license by the City. It will take approximately three to five days to upgrade the facility.

# Stakeholder Engagement

Staff is recommending the extension of a license with an existing vendor, so no outreach was necessary.

# **Resource Impact**

The proposed license will generate rental income to the City which will be collected in the General Fund, and this amount is scheduled to increase 3% annually. Staff will continue to assess the overall rental income that is paid to the General Fund from vendors outside the City and bring forward any budget adjustments as necessary to align the budgeted rental income with the total rent paid to the City annually. PTI will also pay a one-time application fee of \$2,768, per the FY 2020 Adopted Municipal Fee Schedule, due to the City within 60 days after the effective date of the license.

# **Policy Implications**

The proposed license is consistent with Policy #4 of the Telecommunications Policy Statements approved by Council on November 17, 1997 and with City Policies and Procedures 1-11, Leased Use of City Land/Facilities.

# **Environmental Review**

The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA guidelines. **Attachments:** 

- Attachment A: Exhibit C-3 Plans Showing Tower
- Attachment B: License Agreement with PTI US Towers II, LLC 2675 Hanover

# **STRUCTURAL MODIFICATION DRAWINGS**

SITE NAME:

# **BA351 MAYFIELD STATION #2**

T-MOBILE SITE ID:

# SF04351A

REVIEWED

By Paul M. Kmetz at 9:28 am, Aug 09, 2011

SITE ADDRESS:

# 2675 HANOVER ST. PALO ALTO, CA 94304 (SANTA CLARA COUNTY)

# **MODIFICATION PROVISIONS**

THE MODIFICATIONS DEPICTED ON THESE DRAWINGS ARE BASED ON THE RECOMMENDATIONS OUTLINED IN THE STRUCTURAL MODIFICATION ANALYSIS REPORT COMPLETED BY TOWER ENGINEERING PROFESSIONALS, JOB # 110038, DATED JULY 29, 2011 (REV 0). THIS REPORT WAS BASED ON A SPECIFIC ANTENNA LOADING AND COAX CONFIGURATION. SEE THE REPORT FOR THE ANTENNA AND COAX LOADING INFORMATION. ANY OTHER ANTENNA OR COAX CONFIGURATION REQUIRES REVIEW BY TEP. SATISFACTORY COMPLETION OF THE MODIFICATIONS INDICATED ON THESE DRAWINGS WILL RESULT IN THE STRUCTURE MEETING THE REQUIREMENTS OF THE SPECIFICATIONS UNDER WHICH THE STRUCTURAL WAS COMPLETED.

REFERENCED DOCUMENTS											
DOCUMENT	DOCUMENT REMARKS DATE										
TOWER DESIGN DRAWINGS	11-06-03										
GEOTECHNICAL REPORT	09-03-03										
CONTRACTOR SHALL FIELD VERIFY ALL: DIMENSIONS, QUANTITIES, PART NUMBERS AND COAX/ANTENNA PLACEMENTS PRIOR TO: BIDDING ORDERING MATERIALS, AND CONSTRUCTION.											

# **INDEX OF SHEETS**

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S-2	SHAFT REINFORCEMENT DETAILS	0
S-3	ANCHOR BOLT REINFORCEMENT DETAILS	0

# PROJECT TEAM

### **PROJECT CONTACT:**

NAME ADDRESS CITY, STATE, ZIP CONTACT PHONE	T–MOBILE TOWERS 12920 SE 38TH STREET BELLEVUE, WA 98006 DIANA FENN
PHONE	(425) 383-3363

# TOWER MANUFACTURER:

NAME	SABRE TOWERS
ADDRESS	2101 MURRAY ST.
CITY, STATE, ZIP	SIOUX CITY, IA 51111
CONTACT	ENGINEERING DEPARTMENT
PHONE	(800) 369-6690

### **ENGINEER OF RECORD:**

NAME ADDRESS CITY, STATE, ZIP CONTACT PHONE	TOWER ENGINEERING PRC 3703 JUNCTION BOULEVA RALEIGH, NC 27603 WILLIAM H. MARTIN, P.E. (919) 661–6351
	NAME ADDRESS CITY, STATE, ZIP CONTACT PHONE

## **GEOTECHNICAL ENGINEER:**

ADDRESS CITY, STATE, ZIP CONTACT	BROWN & MILLS, INC. 9940 BUSINESS PARK DF SACRAMENTO, CA 95827 R. KEITH BROWN, P.E. (916) 362–5541
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FESSIONALS, INC.	
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# GENERAL NOTES:

- ALL REFERENCES TO THE OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED T-MOBILE TOWERS OR ITS DESIGNATED REPRESENTATIVE.
- 2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF CALIFORNIA
- .3 WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE 2010 CALIFORNIA BUILDING CODE.
- UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT
- 5. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
- IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND IT'S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
- ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED 7 BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
- ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS 8. AND EQUIPMENT BEING SUBSTITUTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
- ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED 10. CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
- ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL 11 BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
- 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE 12. JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.
- ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE. 13.
- ALL TOWER DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.

# STRUCTURAL STEEL NOTES:

- THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATION FOR MANUAL OF STEEL CONSTRUCTION, LOAD AND RESISTANCE FACTOR DESIGN, 13TH EDITION.
- UNLESS OTHERWISE NOTED, ALL STRUCTURAL ELEMENTS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS: 2. A. STRUCTURAL STEEL, ASTM DESIGNATION A572-65.
  - B. ALL BOLTS, ASTM A325 TYPE I GALVANIZED HIGH STRENGTH BOLTS.
  - C. ALL NUTS, ASTM A563 CARBON AND ALLOY STEEL NUTS.
  - D. ALL WASHERS, ASTM F436 HARDENED STEEL WASHERS.
- ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR 3. IN ACCORDANCE WITH AISC SPECIFICATION FOR MANUAL OF STEEL CONSTRUCTION, LOAD AND RESISTANCE FACTOR DESIGN, 13TH EDITION.
- HOLES SHALL NOT BE FLAME CUT THRU STEEL UNLESS APPROVED BY THE ENGINEER.
- 5 HOT-DIP GALVANIZE ALL ITEMS UNLESS OTHERWISE NOTED, AFTER FABRICATION WHERE PRACTICABLE. GALVANIZING: ASTM A123, ASTM, A153/A153M OR ASTM A653/A653M, G90, AS APPLICABLE.

# STRUCTURAL STEEL NOTES (CONTINUED):

- REPAIR DAMAGED SURFACES WITH GALVANIZING REPAIR METHOD AND PAINT CONFORMING TO ASTM A780 OR 6. BY APPLICATION OF STICK OR THICK PASTED MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING. CLEAN AREAS TO BE REPAIRED AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED, WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS IN STICK OR PASTED; SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL
- 7. A NUT LOCKING DEVICE SHALL BE INSTALLED ON ALL PROPOSED AND/OR REPLACED BOLTS.
- ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH TO EXCLUDE THE THREADS FROM 8. THE SHEAR PLANE.
- ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH SUCH THAT THE END OF THE 9. BOLT BE AT LEAST FLUSH WITH THE FACE OF THE NUT. IT IS NOT PERMITTED FOR THE BOLT END TO BE BELOW THE FACE OF THE NUT AFTER TIGHTENING IS COMPLETED.
- 10. GALVANIZED ASTM A325 BOLTS SHALL NOT BE REUSED.

### WELDING NOTES:

- 1. ALL WELDING SHALL BE IN ACCORDANCE WITH THE AWS D1.1/D1.1M: 2008 "STRUCTURAL WELDING CODE-STEEL".
- 2. ALL WELDING SHALL BE PERFORMED BY AWS CERTIFIED WELDERS.
- 3. CONTRACTOR SHALL RETAIN AN AWS CERTIFIED WELD INSPECTOR TO PERFORM VISUAL INSPECTIONS ON FIELD WELDS. A LETTER AND REPORT SHALL BE ISSUED TO THE CONTRACTOR. CONTRACTOR SHALL SUBMIT LETTER AND REPORT TO TOWER ENGINEERING PROFESSIONALS.
- 4. GRIND THE SURFACE ADJACENT TO THE WELD FOR A DISTANCE OF 2" MINIMUM ALL AROUND, GRIND THE SURFACE OF THE ROD TO BE INSTALLED FOR A DISTANCE OF 2" MINIMUM ALL AROUND THE AREA TO BE WELDED. ENSURE BOTH AREAS ARE 100% FREE OF ALL GALVANIZING. SURFACES TO BE WELDED SHALL BE FREE FROM SCALE, SLAG, RUST, MOISTURE, GREASE OR ANY OTHER FOREIGN MATERIAL THAT WOULD PREVENT PROPER WELDING.
- 5. DO NOT WELD IF THE TEMPERATURE OF THE STEEL IN THE VICINITY OF THE WELD AREA IS BELOW O'F. WHEN THE TEMPERATURE IS BETWEEN O'F AND 32'F, PREHEAT AND MAINTAIN THE STEEL IN THE VICINITY OF THE WELD AREA AT 70°F DURING THE WELDING PROCESS.
- 6. DO NOT WELD ON WET OR FROST-COVERED SURFACES & PROVIDE ADEQUATE PROTECTION FROM HIGH WINDS.
- 7. FOR ALL WELDING, USE E80XX ELECTRODES.
- 8. AFTER FINAL INSPECTION, THE AREA OF THE WELDS, THE INSTALLATION AND ALL SURFACES DAMAGED BY WELDING OR GRINDING SHALL RECEIVE A COLD-GALVANIZED COATING. THIS COATING SHALL BE APPLIED BY BRUSH, THE GALVANIZING COMPOUND SHALL CONTAIN A MINIMUM OF 95% ± PURE ZINC, THE FINISHED COATING SHALL BE A MINIMUM THICKNESS OF 3 MILS.

# BOLT TIGHTENING PROCEDURE:

1. TIGHTEN CONNECTION BOLTS BY AISC - "TURN OF THE NUT" METHOD, USING THE CHART BELOW.

### BOLT LENGTHS UP TO AND INCLUDING FOUR DIA.

3	é"	BOLTS	UP	TO	AND	INCLUDING	1.5	INCH	LENGTH	+ 1/3	TURN	BEYO
1	, <b>"</b> 2	BOLTS	UP	ΤO	AND	INCLUDING	2.0	INCH	LENGTH	+ ½	TURN	BEYO
5	8"	BOLTS	UP	ΤO	AND	INCLUDING	2.5	INCH	LENGTH	+ ½	TURN	BEYO
	4"	BOLTS	UP	ТО	AND	INCLUDING	3.0	INCH	LENGTH	+ ½	TURN	BEYO
7	é"	BOLTS	UP	ΤO	AND	INCLUDING	3.5	INCH	LENGTH	+ 1/3	TURN	BEYO

### BOLT LENGTHS OVER FOUR DIA. BUT NOT EXCEEDING EIGHT DIA.

<u>3</u> %"	BOLTS 1.75 TO	3.0 INCH LENGTH	+½ TURN BEYON
1/2"	BOLTS 2.25 TO	4.0 INCH LENGTH	+½ TURN BEYON
5/8"	BOLTS 2.75 TO	5.0 INCH LENGTH	+½ TURN BEYON
3/4"	BOLTS 3.25 TO	6.0 INCH LENGTH	+½ TURN BEYON
%"	BOLTS 3.75 TO	7.0 INCH LENGTH	+½ TURN BEYON

- 2. CONNECTION BOLTS SUBJECT TO DIRECT TENSION SHALL BE INSTALLED AND TIGHTENED AS PER SECTION 8.2.1 OF THE AISC SPECIFICATION FOR STRUCTURAL JOINTS USING A325 OR A490 BOLTS, LOCATED IN THE AISC MANUAL OF STEEL CONSTRUCTION. THE INSTALLATION PROCEDURE IS PARAPHRASED AS FOLLOWS:
- 3. FASTENERS SHALL BE INSTALLED IN PROPERLY ALIGNED HOLES AND TIGHTENED BY ONE OF THE METHODS DESCRIBED IN SUBSECTION 8.2.1 THROUGH 8.2.4.

### 8.2.1 TURN-OF-THE-NUT TIGHTENING

BOLTS SHALL BE INSTALLED IN ALL HOLES OF THE CONNECTION AND BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN SECTION 8.1, UNTIL ALL THE BOLTS ARE SIMULTANEOUSLY SNUG TIGHT AND THE CONNECTION IS FULLY COMPACTED. FOLLOWING THIS INITIAL OPERATION ALL BOLTS IN THE CONNECTION SHALL BE TIGHTENED FURTHER BY THE APPLICABLE AMOUNT OF ROTATION SPECIFIED ABOVE. DURING THE TIGHTENING OPERATION THERE SHALL BE NO ROTATION OF THE PART NOT TURNED BY THE WRENCH. TIGHTENING SHALL PROGRESS SYSTEMATICALLY FROM THE MOST RIGID PART OF THE JOINT IN A MANNER THAT WILL MINIMIZE RELAXATION OF PREVIOUSLY PRETENSIONED BOLTS.

4. ALL OTHER BOLTED CONNECTIONS SHALL BE BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN SECTION 8.1 OF THE SPECIFICATION.

ATTACHMENT A



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# ANCHOR TESTING PROCEDURE:

### **REQUIREMENTS:**

- 1. THE ANCHORS SHALL BE INSTALLED PER THE ENGINEER OF RECORD'S DRAWINGS AND SPECIFICATIONS.
- 2. CEMENTITIOUS GROUT SHALL BE ALLOWED TO CURE FOR 28 DAYS PRIOR TO TESTING. EPOXY AGENTS SHALL BE ALLOWED TO CURE ACCORDING TO THE MANUFACTURER'S RECOMMENDATION TO ACHIEVE ITS FULL EFFECTIVE LOAD CAPACITY.
- 3. STATIC LOAD TESTS SHALL BE PERFORMED PER ASTM E488-96 (REAPPROVED 2003).
- 4. FORCE MEASUREMENT SYSTEMS SHALL BE CALIBRATED IN ACCORDANCE WITH ASTM E407, STANDARD PRACTICES FOR FORCE VERIFICATION OF TESTING METHODS.

### **TEST PARAMETERS:**

- 1. 50% OF THE POST-INSTALLED ANCHOR RODS OR A TOTAL OF 4, WHICHEVER IS GREATER, SHALL BE TESTED. IF ANY ONE OF THE ANCHOR RODS FAIL THE TEST, CONTACT THE ENGINEER OF RECORD TO DETERMINE IF 100% OF THE REMAINING POST-INSTALLED ANCHORS SHALL BE TESTED.
- 2. SUITABLE EQUIPMENT SHALL BE USED TO PERFORM TESTS REQUIRED TO VERIFY CORRECT INSTALLATION AND PROVIDE PROOF LOADS AND DISPLACEMENT TESTS ON POST-INSTALLED ANCHOR RODS. THE EQUIPMENT SHALL BE CAPABLE OF MEASURING THE FORCES TO WITHIN 2% ± OF THE APPLIED LOAD.
- 3. THE TEST SYSTEM SUPPORT SHALL BE OF SUFFICIENT SIZE AND DESIGN TO PREVENT DAMAGE TO THE SURROUNDING STRUCTURE ELEMENTS, EQUIPMENT AND FOUNDATION.
- 4. TEST SYSTEM USED SHALL HAVE TWO (2) PRESSURE GAUGES IN SERIES TO ENSURE PROPER GAUGE FUNCTION.
- 5. FORCES SHALL BE APPLIED THROUGH THE CENTER OF AND IN ALIGNMENT WITH THE ANCHOR ROD.
- 6. INCREASE APPLIED LOADS TO THE MAXIMUM SPECIFIED TARGET TENSION WITHOUT DISPLACEMENT FAILURE. DISPLACEMENT FAILURE IS PROVED BY CONTINUOUS DISPLACEMENT ASSOCIATED WITH A CONSTANT OR DECREASING APPLIED LOAD.
- 7. APPLY AN INITIAL LOAD OF 5% OF THE TARGET TENSION TO BRING ALL OF THE TEST SYSTEM COMPONENTS INTO FULL BEARING PRIOR TO BEGINNING THE TEST.
- 8. ADDITIONAL LOADS SHALL BE APPLIED IN INCREMENTS NOT TO EXCEED 15% OF TARGET TENSION AND EACH INCREMENT SHALL BE MAINTAINED FOR A 2-MINUTE PERIOD.
- 9. MAINTAIN COMPLETE LOAD-DISPLACEMENT RECORDS THROUGHOUT THE TEST. THE DATA RECORDS SHALL INCLUDE A TIME RECORD OF THE BEGINNING AND END OF EACH INCREMENT OF CONSTANT LOAD.

#### **REMIDIAL ACTION FOR ANCHOR ROD FAILURE:**

1. WITH THE APPROVAL OF THE ENGINEER OF RECORD, RE-DRILL THE HOLE AND INSTALL EITHER NEW ANCHOR ROD OR RECONDITION EXISTING ANCHOR ROD USING THE INSTALLATION MATERIALS SPECIFIED. IF THE EXISTING ROD IS REINSTALLED THE THREADS SHALL BE CLEANED TO THEIR ORIGINAL CONDITION. THIS INCLUDES RE-GALVANIZING, IF APPLICABLE.

### **REPORT OF RESULTS:**

- 1. THE RESULTS OF THE TEST SHALL BE DOCUMENTED AND INCORPORATED INTO A POST MODIFICATION INSPECTION REPORT. THE FOLLOWING DATA SHALL BE INCLUDED:
  - A. DATE OF TEST
  - B. TEST COMPANY AND CONTACT NAME
  - C. TEST EQUIPMENT USED INCLUDING 6 MONTH CALIBRATION CERTIFICATION
  - D. LOCATION OF ALL POST-INSTALLED ANCHORS TESTED
  - E. SIZE AND GRADE OF ANCHOR BOLTS TESTED
  - F. EPOXY AGENT OR CEMENTITIOUS GROUT USED
  - G. DRAWINGS, SKETCHES AND PHOTOGRAPHS
  - H. WEATHER CONDITIONS AND TEMPERATURE
  - I. SUMMARY OF THE TEST FINDING INCLUDING LOAD-DISPLACEMENT DATA TABLE
  - J. ADDITIONAL OBSERVATIONS AND COMMENTS







Attachment A, Page 5



SECTION

SCALE:  $1\frac{1}{2}$ " = 1'-0"

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- 1. FOR ORDERING HILTI PRODUCTS CONTACT HILTI, INC. AT (800) 879-8000.
- 2. CONTRACTOR SHALL VERIFY AS-BUILT DIMENSIONS OF EXISTING FOUNDATION PRIOR TO CONSTRUCTION.



SCALE IN FEET

THE BRANCHES INDICATED IN WILL INTERFERE WITH THE SHAFT REINFORCEMENT. IT IS RESPONSIBILITY OF THE CONT ENSURE THAT BRANCHES ARE

NOTE:

IE CHART	B	RANCI	H RECE	PTORS
PROPOSED THE SOLE ACTOR TO REPLACED	FLAT	DEGREE RISE		
ECIFIED.	1	17'-6"±	-	0°
	2	21'-6"±		0°
	3	19'-6"±	-	0*
	4	15'-6"±		-5*
	5	13'-6"±	-	-5'
	6	16'-6"±		-5*
	7	14'-6"±	_	-5*
	8	18'-6"±		-5*
	9	14'-6"±	_	-5'
	10	18'-0"±		-5'
	11	22'-0"±	_	0.
	12	20'-0"±		0.
	13	16'-0"±	_	-5 <b>°</b>
	14	14'-0"±		-5*
	15	17'-0"±	_	-5°
	16	21'-0"±		-5*
	17	19'-0"±	_	0°
	18	15'-0"±		-10°
54	56 / SEA		- 1½" SCH4C PIPE. - %6"ø HOLE	(1.66"ø X 0.140") (TYP.)
	2½" MIN.	VARIES	2½"	RISE

# **BRANCH RECEPTOR DATA** SCALE: N.T.S.

Attachment A, Page 6





	• <b>T</b> • • •] BA351 MAYF	Mobile						•T• • •Mobile• ISSS GATEWAY BLVD, 9TH FLOOR CONCORD, CA MS29
SITE INFORMATION T-MOBILE SITE NUMBER: SP0451/A T-MOBILE SITE NAME: BA361 MAYFIELD STATION #2 SITE ADDRESS; 2075 HANOVER STREET PALO ALTO, CA 94304 COUNTY: SANTA CLARA LATITUDE (NADB3);	CAPA 2675 HA PALO	CITY - L1900 NOVER STREET ALTO, CA 94304 04351A		THE POLLOWING PARTIES HER PROCEED WITH THE CONSTRU- BUILDING DEPARTMENT & MAT CONSTRUCTION:	EBY APPROVE AND CTION DESCRIBED I IMPOSE CHANGES	DA DA DA DA DA DA DA DA	TE: TE: TE: TE: TE:	PROJECT NO: 196663 DRANK BY: PKH PROJECT NO: 196663
77' 25' 82:898' N 37: 4186'7119' LONGITUE[MAD33]; 122' 9' 60:800' W -122: 14738'100' AMSL; 48'* PROPERTY OWNER: CITY OF PALO ALTO PHONE: (661) 32:42:33 260 HAMILTON AVENUE PALO ALTO, CA 94301 STRUCTURE TYPE: MONOPINE POWER COMPANY; THOBLE WEST CORPORATION 1855 GATEWAY BOULEVARD, 9TH FLOOR CONCORD, CA 94520-3200	APPLICABLE CODES ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES: 2016 CALFORNIA GREEN BUILDING STANDARDS CODE 2016 CALFORNIA GREEN BUILDING STANDARDS CODE 2016 CALFORNIA GREEN BUILDING STANDARDS CODE 2016 CALFORNIA FULMBING COBE 2016 CALFORNIA FULGENGA CODE 2016 CALFORNIA FULGINA FULGENGA CODE 2016 CALFORNIA FULGINA FULGENGA CODE 2016 CALFORNIA FULGINA FULGINA FULGINA FULGINA 201	PROJECT DESCRIPTION   REMOVE (3) EXISTING T-MOBILE ANTENNAS  NINSTALL (3) PROPOSED T-MOBILE ANTENNAS  LOCAT	ZONING INF JURISDICTION: ZONING CLASS: APN: DO NOT SCAL CONTRACTOR SHALL W EXISTING DIMENSIONS SUBSTRACTION SHALL WITHING O BEFORE PROCEEDING W FLOOD HAZAF THIS SITE IS JOCATED IN BASE FLOOD ELEVATION BE OUTSIDE 500-YEAR F TON MAP	CITY OF PALO ALTO TBD 142-20-002 LE DRAWINGS RIFY ALL PLANS, a CONDITIONS ON THE DIATELY NOTHEY THE OF ANY DISCREPANCIES WITH THE WORK.	SHEET NO: T-1 GN-1 GN-2 GN-3 GN-3 GN-4 C-4 C-4 C-4 C-4 C-4 C-4 C-4 C-4 C-4 C	DRAWING INDEX SHEET ITILE TITLE SHEET & PROJECT DATA LEGEND AND ABBREVIATIONS GENERAL CONSTRUCTION NOTES GENERAL SITE WORK AND DRAINAGE NOT GENERAL ELECTRICAL WORK NOTES QUIPMENT LAYOUT ANTENNA LAYOUTS STIFE ELEVATIONS EQUIPMENT DETAILS ELECTRICAL PLAN PANEL SCHEDULE & SINGLE LINE DIAGRAF GROUNDING DETAILS GROUNDING DETAILS	A A A A A A	A 000017 ISSUED FOR 90% CDs REV DATE DESCRIPTION REV DATE DESCRIPTION HUBACLEUNCOMPANY PERION WILES HUBACLEUNCOMPANY PERION WILES HUBACLEUNCOMPANY PERION WILES HUBACLEUNCOMPANY PERION WILES HUBACLEUNCOMPANY PERION WILES HUBACLEUNCOMPANY PERION WILES
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	_	AB	ANCHOR BOLT	IN	INCH	
EXOTHERMIC CONNECTION		ABV	ABOVE	INT	INTERIOR	
MECHANICAL CONNECTION	<b>A</b>	AC	ALTERNATING CURRENT	LB(S) LF	POUND(S)	
CHEMICAL ELECTROLYTIC GROUNDING SYSTEM	0	ADDL AFF	ADDITIONAL ABOVE FINISHED FLOOR	MAS	MASONRY	
TEST CHEMICAL ELECTROLYTIC GROUNDING SYSTE		AFG	ABOVE FINISHED GRADE	MAX	MAXIMUM	T Mahila
EXOTHERMIC WITH INSPECTION SLEEVE		AIC	AMPERAGE INTERRUPTION CAPACITY ALUMINUM	MB	MACHINE BOLT MECHANICAL	TMobile-
GROUNDING BAR		ALT	ALTERNATE	MFR	MANUFACTURER	
GROUND ROD	1	ANT APPROX	ANTENNA	MGB	MASTER GROUND BAR	1855 GATEWAY BLVD, 9TH FLOOR CONCORD, CA 94520
TEST GROUND ROD WITH INSPECTION SLEEVE	1	APPROX	ARCHITECTURAL	MISC	MISCELLANEOUS	
SINGLE POLE SWITCH	\$	ATS	AUTOMATIC TRANSFER SWITCH	MTL	METAL MANUAL TRANSFER SWITCH	
DUPLEX RECEPTACLE	Φ	AWG BATT	AMERICAN WIRE GAUGE	MTS	MICROWAVE	
DOPLEX RECEPTACLE		BLDG	BUILDING	(N)	NEW	
DUPLEX GFCI RECEPTACLE	<b>(</b> )	BLK	BLOCK BLOCKING	NEC NO.(#)	NATIONAL ELECTRIC CODE	
FLUORESCENT LIGHTING FIXTURE	<b></b>	BM	BEAM	NTS	NOT TO SCALE	
(2) TWO LAMPS 48-T8	F	BTC	BARE TINNED COPPER CONDUCTOR	OC OPNG	ON CENTER	
	L	BOF	BOTTOM OF FOOTING CABINET	OPNG (P)	OPENING PROPOSED	₽.
SMOKE DETECTION (DC)	(SD)	CANT	CANTILEVERED	P/C	PRECAST CONCRETE	
EMERGENCY LIGHTING (DC)	<u> </u>	CEC	CALIFORNIA ELECTRIC CODE CHARGING	PCS	PERSONAL COMMUNICATION SERVICES	BLACK & VEATCH
SECURITY LIGHT W/PHOTOCELL LITHONIA ALXW		CHG CLG	CHARGING	PCU	PRIMARY CONTROL UNIT	11 1
LED-1-25A400/61K-SR4-120-PE-DDBTXD		CLR	CLEAR	PP	POLARIZING PRESERVING	2999 OAK ROAD, SUITE 498 WALNUT CREEK, CA 94597
	•	COL	COLUMN	PSF PSI	POUNDS PER SQUARE FOOT POUNDS PER SQUARE INCH	
WORKPOINT	<b>•</b>	CONC	CONCRETE	PT	PRESSURE TREATED	
	XX X-X	CONSTR	CONSTRUCTION	PWR	POWER CABINET QUANTITY	
SECTION REFERENCE		DBL	DOUBLE DIRECT CURRENT	RAD	RADIUS	PROJECT NO: 195663
DETAIL REFERENCE	xx x-x	DEPT	DEPARTMENT	RECT	RECTIFIER	DRAWN BY: PKH
		DF	DOUGLAS FIR DIAMETER	REF	REFERENCE REINFORCEMENT	CHECKED BY: MSH
CHAIN-LINK FENCE	x x x x	DIAG	DIAGONAL	REQ'D	REQUIRED	
WOOD/WROUGHT IRON FENCE	-0-0-0-0-0-0-	DIM	DIMENSION	RET	REMOTE ELECTRIC TILT RIGID METALLIC CONDUIT	
WALL STRUCTURE		DWG DWL	DRAWING	RRH	REMOTE RADIO HEAD	
LEASE AREA		(E)	EXISTING	RRU	REMOTE RADIO UNIT	
PROPERTY LINE (PL)		EA EC	EACH ELECTRICAL CONDUCTOR	RWY	RACEWAY	
SETBACKS		EL	ELEVATION	SHT	SHEET	A 08/02/17 ISSUED FOR 90% CDs
ICE BRIDGE	<del>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</del>	ELEC	ELECTRICAL	SIAD	SMART INTEGRATED DEVICE	REV DATE DESCRIPTION
CABLE TRAY	$\begin{array}{c} + + + + + + + + + + + + + + + + + + +$	EMT	ELECTRICAL METALLIC TUBING ENGINEER	SIM	SIMILAR SPECIFICATION	
WATER LINE	w w w w w	EQ	EQUAL	sq	SQUARE	
UNDERGROUND POWER		EXP	EXPANSION	SS STD	STAINLESS STEEL STANDARD	
UNDERGROUND TELCO	UGT UGT UGT UGT	FAB	FABRICATION	STL	STEEL	1 62 AV
OVERHEAD POWER	OHP OHP OHP	FF	FINISH FLOOR	STRUCT	STRUCTURAL	<u>555</u>
OVERHEAD TELCO	онтонтонтонт	FG	FINISH GRADE FACILITY INTERFACE FRAME	TEMP	TEMPORARY	1 64 X 1
UNDERGROUND TELCO/POWER		FIN	FINISH(ED)	TMA	TOWER MOUNTED AMPLIFIER	
ABOVE GROUND POWER	AGP AGP AGP AGP AGP	FLR	FLOOR FOUNDATION	TN TOA	TOE NAIL TOP OF ANTENNA	ا <sup>۲</sup> ۵۰ ا
ABOVE GROUND FOWER	AGP AGP AGP AGP AGP AGT AGT AGT AGT	FDN	FOUNDATION FACE OF CONCRETE	TOA	TOP OF ANTENNA TOP OF CURB	No ce
		FOM	FACE OF MASONRY	TOF	TOP OF FOUNDATION	`*~
ABOVE GROUND TELCO/POWER	AGT/P AGT/P AGT/P AGT/P	FOS	FACE OF STUD FACE OF WALL	TOP	TOP OF PLATE (PARAPET) TOP OF STEEL	
		FS	FINISH SURFACE	TOW	TOP OF WALL	IT IS A WOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.
		FT	FOOT	TVSS	TRANSIENT VOLTAGE SUPPRESSION SYSTEM	DOCUMENT.
		FTG GA	FOOTING GAUGE	TYP	TYPICAL UNDERGROUND	
		GEN	GENERATOR	UL	UNDERWRITERS LABORATORY	SF04351A BA351 MAYFIELD STATION #2
		GFCI GLB	GROUND FAULT CIRCUIT INTERRUPTER GLUE LAMINATED BEAM	UNO	UNLESS NOTED OTHERWISE UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM	2675 HANOVER STREET
		GLV	GALVANIZED	UPS	UNITERRUPTIBLE POWER SYSTEM	PALO ALTO, CA 94304 CAPACITY - L1900
		GPS	GLOBAL POSITIONING SYSTEM GROUND	VIF	(DC POWER PLANT) VERIFIED IN FIELD	
		GND GSM	GROUND GLOBAL SYSTEM FOR MOBILE	W	VERIFIED IN FIELD WIDE	SHEET TITLE
		HDR	HEADER	WI	WITH	LEGEND AND
		HGR HVAC	HANGER HEAT/VENTILATION/AIR CONDITIONING	WD W.P.	WOOD WORK POINT	ABBREVIATIONS
		HVAC	HEIGHT	WP	WEATHERPROOF	
		IGR	INTERIOR GROUND RING	WT	WEIGHT	SHEET NUMBER
						GN-1
			LEGEND	& ABBREV	IATIONS	
			LEGEND			

T--Mobile-

1855 GATEWAY BLVD, 9TH FLOOR CONCORD, CA 94520

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**BLACK & VEATCH** 

2999 OAK ROAD, SUITE 490 WALNUT CREEK, CA 94597

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NOT CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SF04351A BA351 MAYFIELD STATION #2 2675 HANOVER STREET

PALO ALTO, CA 94304

CAPACITY -1 1900

SHEET TITLE

GENERAL

CONSTRUCTION NOTES

SHEET NUMBER

GN-2

DESCRIPTION

195663

PKH

MSH

PROJECT NO:

DRAWN BY:

CHECKED B

REV DATE

#### GENERAL CONSTRUCTION NOTES:

#### GENERAL CONSTRUCTION

FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY: GENERAL CONTRACTOR - OVERLAND CONTRACTING INC. (BAV) CONTRACTOR (CONSTRUCTION)

- 2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND T-MOBILE PROJECT SPECIFICATIONS.
- GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL, MAKE PROVISIONS, GENERAL, CONTRACTOR SHALL BE RESPONSELF FOR FAMILIARIZEM MIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONTINONS, DIMERSIONS, AND CONFRINNEN TATT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION, ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE EMBILIER PRIOR TO THE COMMINICABLENT FOR WORK. 3.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES, GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LANS, ORDINANCES, RULES, REGULATIONS, AND LANFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
- ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
- UNLESS NOTED DTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- PLANS ARE NOT TO BE SCALED, THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED, DIMENSIONA SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED, SPACING BETWEEN OLIVINENTI STUE HIMMUM REQUIRED CLEARANCE. THREFORE, IT'S GUITALTO FEILU STUETTO STULLES BESTONSELE TO DETAINING A CLAURSTIONS REGARDING THE CONTRACT DOCUMENTS, THIE CONTRACTOR SHALL BE RESPONSIBLE TO SUBJANCIA OLIVIESTIONS REGARDING THE CONTRACT DOCUMENTS, THIE CONTRACTOR SHALL BE RESPONSIBLE TO SUBJANCIA OLIVIENTIA TO DOTICATI THE MONDERER PROTO TO PROCEEDING WITH THE WORK CONTRACTOR SHALL BE SUBJANCIA OLIVIENTIAL DE MOLUED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK, SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK, SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
- CONTRACTOR SHALL INSPECT THE CONDITION OF ALL EXISTING STRUCTURAL MEMBERS AND CONNECTORS AND REPORT ANY PERCEIVED DEFICIENCIES TO INSTALLATION OF ANY NEW EQUIPMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE NECESSARY INTERMEDIATE OR TEMPORARY SUPPORT DURING CONSTRUCTION.
- 10. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- 11. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANT THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT, WORK SHALL CONFIRM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
- 13. CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
- ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWNOS.
- 15. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
- WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTEY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVINTE FROM THE DRANINGS PRIOR TO BEGINNING CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVINTE FROM THE DRANINGS PRIOR TO BEGINNING 16. CONSTRUCTION
- 17. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO
- THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
- 19. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION
- 20. CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR
- 21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
- 22. THE CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
- 23. THE CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A OT 2-A-10-B:C AND SHALL BE WITHIN 25 FET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
- 24. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTERME CAUTION SHOLL BUS BUS DY THE CONTRACTOR WHEN EXCANATING OR BILLING PHERS AROUND OR HEAR UTILITIES, CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CERV. THIS SHALL INCLUDE BUT NOT BE LIMITED TO I ALL PROTECTION, BI COMPARE SAFETY TRAINING FOR THE WORKING CERV. THIS SHALL INCLUDE BUT NOT BE
- 25. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONRECTED AT POINTS WHICH MILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
- 26. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
- 27. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN COMPORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMINT CONTROL.
- 28. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUNDING. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- 25. THE SUBGRADE SHALL BE BROUNDT TO A SHOOTH UNKERNM GRADE AND COMPACTED TO SP PRECENT TATANDAD PROFERE ADDRETT UNDER PARAMENT AND STRUCTURES AND 18 PECENT STANDAD PROFEN SHOUTH OF PH SPACE. ALL TRENCHES IN FUBLIC RONT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRACEPROVED BY THE LOCAL JURGECTION.
- ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REPUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.

- 31. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT 32. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
- 33. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
- 34. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HURAR HABITAT (NO HANDICAP ACCESS REQUIRED).
- OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY T-MOBILE TECHNICIANS. 35.
- 36 NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.
- 37. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR MEDIATELY.
  - CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
- INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER, CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL O PROCEEDING WITH CONSTRUCTION. 40. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS. 41. ALL COAXIAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS
- ANTENNA MOUNTING
- 42. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.
- ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
- 44. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCOR "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
- 45. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
- 46. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO
- CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING. 47.
- ALL UNUSED PORTS ON ANY ANTENNAS SHALL BE TERMINATED WITH A 50-OHM LOAD TO ENSURE ANTENNAS PERFORM AS DESIGNED.
- PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNTILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MCUNI For Tightness and desure that they are plume. Antenna azimuths shall be set from true north and be derived within 8 5% as defined by the rors. Antenna odwintts shall be set from true of the defined by th 20
- JUMPERS FROM THE TMAS MUST TERMINATE TO OPPOSITE POLARIZATION'S IN EACH SECTOR. 50.
- CONTRACTOR SHALL RECORD THE SERIAL #, SECTOR, AND POSITION OF EACH ACTUATOR INSTALLED AT THE ANTENNAS AND PROVIDE THE INFORMATION TO T-MOBILE. 51.
- 52. TMAs SHALL BE MOUNTED ON PIPE DIRECTLY BEHIND ANTENNAS AS CLOSE TO ANTENNA AS FEASIBLE IN A VERTICAL POSITION.

#### TORQUE REQUIREMENTS

- 53. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH
- ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION. 54. RF CONNECTION BOTH SIDES OF THE CONNECTOR.
- GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.
- ALL 8M ANTENNA HARDWARE SHALL BE TIGHTENED TO 9 LB-FT (12 NM). 58. ALL 12M ANTENNA HARDWARE SHALL BE TIGHTENED TO 43 LB-FT (58 NM).
- ALL GROUNDING HARDWARE SHALL BE TIGHTENED UNTIL THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.
- ALL DIN TYPE CONNECTIONS SHALL BE TIGHTENED TO 18-22 LB-FT (24.4 29.8 NM).
- 61. ALL N TYPE CONNECTIONS SHALL BE TIGHTENED TO 15-20 LB-IN (1.7 2.3 NM)

#### FIBER & POWER CABLE MOUNTING

- THE FIRER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY. WHEN INSTALLING FIRER OPTIC TRUNK CABLES INTO A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTER DUCT AND A PARTITION BARREN SHALL BE INSTALLED SETWIET HE NEW ONS ICT CABLES AND THE INTER DUCT TRAY OF A DUCT AND A DUCT A
- THE TYPE TO ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (IS) SIX FEST. AN EXCEPTION; WHERE TYPE TO ERC CABLES ARE NOT SUBLECT TO PHYSICAL DAMORE, CABLES SHALL BE PERMITED TO MAKE TARASITION BETWEEN CONDUITS. CHAINEL CABLE TRAYS, OR CABLE TRAY WHICH ARE SERVING UTILZATION EQUIPHENT OR DEVICES, A DISTANCE (IS) MAY FEST SHALL NOT BE EXCEEDED WINGUIT CONTINUOUS SUPPORTING. HERE TO REVICES 30 AND 30F RULES WAY FEST SHALL NOT BE EXCEEDED WINGUIT CONTINUOUS SUPPORTING. HERE TO MENTO IN SUBJECT STORY FOR THE SIZE AND STANCES 30F RULES SHALL BE SHALL BE FOR AND SUPPORTING. 63.
- WHEN INSTALLING OPTIC FIRER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NEPA 70 (NEC) ARTICLE 308 64. RULES SHALL APPLY. 65.
- GENERAL CONSTRUCTION NOTES

#### COAXIAL CABLE NOTES

- TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER F ACTUAL LENGTHS ESCEED ESTIMATED LENGTHS.
- 66. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL
- 67. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD".
- 68. ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6'-0".
- 69. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4-3" CC.
- 70. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.

### 71. CONTRACTOR SHALL WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE. WEATHERPROOFING SHALL BE COMPLETED IN STRICT ACCORDANCE WITH T-MOBILE STANDARDS.

- GENERAL CABLE AND EQUIPMENT NOTES
- 72. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMAs, DIPLEXERS, AND COAX CONFIGURATION, MAKE
- 73. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S
- 74. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
- 37. ALL OUTDOOR PF CONNECTORISCONNECTONE SHALL BE WEATHERPROOFED, SICSPT THE BET CONNECTORS, USING BUTYL, DFF ATTER INSTALLATION AND FNAL CONNECTORS ARE MORE OUTYL TAPE SHALL HAVE A MINIMUM ONE-HALF TAPE WIDTH OVERLAP ON EACH TURK AND EACH LATER SHALL BE WRAPPED THREE THREE. WEATHERPROOFING SHALL BE SHOOTIN WITHOUT BUCKLING. BUT'L BEBEING IN OF ALLOWED.
- IF REQUIRED TO PAINT ANTENNAS ANDIOR COAX: A. TEMPERATURE SHALL BE ABOVE 50° F. B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD.
- FOR REGULATED TOWERS, FAAIFCC APPROVED PAINT IS REQUIRED. D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS
- 77. ALL CABLES SHALL BE GROUNDED WITH COAXIAL CABLE GROUND KITS. FOLLOW THE MANUFACTURER'S A. GROUNDING AT THE ANTENNA LEVEL.
  - GROUNDING AT MID LEVEL. TOWERS WHICH ARE OVER 200'4", ADDITIONAL CABLE GROUNDING REQUIRED.
- C. GROUNDING AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL.
- D. GROUNDING OUTSIDE THE FOUIPMENT SHELTER AT ENTRY PORT. E. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT
- 78. ALL PROPOSED GROUND BAR DOWNLEADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4-9" BELOW GROUND BAR. TERMINATIONS MAY BE EXOTHERMIC OR
- 79. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ANTENNA AND THE COAX CONFIGURATION IS THE CORRECT MAKE AND MODELS, PRIOR TO INSTALLATION.
- 80. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS
- 81. RADIO FREQUENCY SAFETY MEASURES: DUE TO THE SIDE EXCEEDING FEDERAL COMMUNICATIONS COMMISSION THRESHOLD, THE FOLLOWING RADIO FREQUENCY SAFETY MEASURES MUST BE INCLUDED ON PLANS SUBMITTED FOR BUILDING PERMIT REVIEW:
- A. RADIO FREQUENCY BARRIERS THE PROPOSAL RF BARRIERS (PAINT) MUST BE NOTED B. WARNING SIGNS - ALL WARNING SIGNAGE TO BE INSTALLED SHALL BE NOTED.
- C. RESTRICTED ROOF ACCESS A NOTE SHALL BE ADDED THAT THE ROOF HAS RESTRICTED ACCESS.

#### GENERAL SITE WORK & DRAINAGE NOTES:

#### PART 1 - GENERAL

CLEARING, GRUBBING, STRIPPING, EROSION CONTROL, SURVEY, LAYOUT, SUBGRADE PREPARATION AND FINISH GRADING AS REQUIRED TO COMPLETE THE PROPOSED WORK SHOWN IN THESE PLANS.

1.1 REFERENCES:

- A. DOT (STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION-CURRENT
- B. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS).
- C. OSHA (OCCUPATION SAFETY AND HEALTH ADMINISTRATION).

1.2 INSPECTION AND TESTING

- A. FIELD TESTING OF EARTHWORK COMPACTION AND CONCRETE CYLINDERS SHALL BE PERFORMED BY SUBCONTRACTORS INDEPENDENT TESTING LAB. THIS WORK TO BE COORDINATED BY THE SUBCONTRACTOR.
- B. ALL WORK SHALL BE INSPECTED AND RELEASED BY THE GREENAL CONTRACTOR WHO EMALL CARRY OUT THE CREMENAL INSPECTION OF THE UNDOK WITH SPECIFIC CONCERN TO PORPER REPROMANCE OF THE WORK AS SPECIFIED AND/OR CALLED FOR ON THE DRAWMOST. IT IS THE SUBCONTRACTOR'S RESPONSIBILITY TO RECUEST TIMELY INSPECTIONS FORIO TO PROCEEDING WITH SPECIFIC WORK THAT WORK DAY OF WORK MACCESSIBLE OR DRAWN DAY OF THE DRAWMOST. THE THE SUBCONTRACTOR'S RESPONSIBILITY TO RECUEST TIMELY INSPECTIONS FORIO TO PROCEEDING WITH SPECIFIC WORK THAT CONCIDENCE ON THE DRAWN DAY. DIFFICULT TO INSPECT.

1.3 SITE MAINTENANCE AND PROTECTION

- A. PROVIDE ALL NECESSARY JOB SITE MAINTENANCE FROM COMMENCEMENT OF WORK UNTIL COMPLETION OF THE
- B. AVOID DAMAGE TO THE SITE AND TO EXISTING FACILITIES, STRUCTURES, TREES, AND SHRUBS DESIGNATED TO REMAIN, TAKE PROTECTIVE MEASURES TO PREVENT EXISTING FACILITIES THAT ARE NOT DESIGNATED FOR REMOVAL FROM BEIND DAMAGED BY THE WORK.
- C. KEEP SITE FREE OF ALL PONDING WATER.
- D. PROVIDE FROSION CONTROL MEASURES IN ACCORDANCE WITH STATE DOT AND EPA REQUIREMENTS
- E. PROVIDE AND MAINTAIN ALL TEMPORARY PENCING, BARRICADES, WARNING SIGNALS AND SIMILAR DEVICES NECESSARY TO PROTECT AGAINST THEFT FROM PROPERTY DURING THE ENTIRE PERIOD OF CONSTRUCTION. REMOVE ALL SUCH DEVICES UPON COMPLETION OF THE WORK.
- F. EXISTING UTILITIES: DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED BY THE OWNER OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY THE ENGINEER AND THEN ONLY AFTER ACCEPTABLE TEMPORARY UTILITY VICES HAVE BEEN PROVIDED.
- 1. PROVIDE A MINIMUM 48-HOUR NOTICE TO THE ENGINEER AND RECEIVE WRITTEN NOTICE TO PROCEED BEFORE INTERRUPTING ANY UTILITY SERVICE.

PART 2 - PRODUCTS

- 2.1 SUITABLE BACKFILL: ASTM D2321 (CLASS 1, II, III OR IVA) FREE FROM FROZEN LUMPS, REFUSE, STONES OR ROCKS LARGER THAN 3 INCHES IN ANY DIMENSION OR OTHER MATERIAL THAT MAY MAKE THE INORGANIC MATERIAL UNSUITABLE FOR BACKFILL.
- 2.2 NON-POROUS GRANULAR EMBANKMENT AND BACKFILL: ASTM D2321 (CLASS II), IVA OR IVB) COARSE AGOREGATE. FREE FROM FROZEN LUMRS, REFUSE, STONES OR ROCKS LARGER THAN 3 INCHES IN ANY DIMENSION OR OTHER MATERIAL THAT MAY MAKET HIN INGRANIC MATERIAL INSUTINGE FOR BACKFLL.
- PORDUS GRANULAR EMEANKMENT AND BACKFILL: ASTM D221 (CLASS IA, IB OR IJ COARSE AGGREGATE FREE FROM FROZEN LUMPS, REFUSE, STONES OR ROCKS LANGER THAN I MICHES IN ANY DIMENSION OR OTHER MATERIAL THAT MAY MAKE THE MORANC MATERIAL USUITABLE FOR BACKFILL. 2.3
- 2.4 SELECT STRUCTURAL FILL: GRANULAR FILL MATERIAL MEETING THE REQUIREMENTS OF ASTM E850-95. FOR USE AROUND AND UNDER STRUCTURES WHERE STRUCTURAL FILL MATERIAL ARE REQUIRED.
- 2.5 GRANULAR BEDDING AND TRENCH BACKFILL: WELL-GRADED SAND MEETING THE GRADATION REQUIREMENTS OF ASTM D2487 (SE OR SW-SM
- 2.6 COARSE AGGREGATE FOR ACCESS ROAD SUBBASE COURSE SHALL CONFORM TO ASTM D2940. 2.7 UNSUITABLE MATERIAL: HIGH AND MODERATELY PLASTIC SILTS AND CLAYS (LL-45), MATERIAL CONTAINING REFUSE, PROZEN LUMP, DEMOLSHED BITUIMMOUS MATERIAL, VEGETATIVE MATTER, WOOD, STOHES IN EXCESS OF 3 INCHES IN ANY DIMENSIO, AND DEBRS AD BETERNINED BY THE CONSTRUCTION MANAGER, TYPICAL THESE WILL BE SOILS CLASSIFIED BY ASTM AS PT, MH, CH, CH, ML, AND OL.
- GEOTEXTILE FABRIC: MIRAFI 500X OR ENGINEERED APPROVED EQUAL.
- 29 REASTIC MARKING TAPE: SHALL BE ACID AND ALKALI RESISTANT FOR VETWYLENE FLM SPECIFICALLY MANUFACTURED FOR MARKING AND LOCATING UNDERGROUND UITLITES, I INCHES WIDE WITH A MINMMAM MICKNESS OF 0.06 NCN. TAPE SHALL AWE MINMUM STREINGTON TO STAP BI IN INCHES WIDE WITH A MINMMANT FOLKENS OF 0.000 INCN. TAPE OLI BACKING OR OTHER MIRANS TO EMABLE DETECTION BY A METAL DETECTOR WHEN BUILDU PT 0.5 FEET DEEP. THE MITTALLE CORE OT THE TAPE ANALL BE PRASED IN A PROTECTIVE SACET OR PROVIDENT OF THE MANNA TO PROTECT IT FROM CONCIDION TAPE COLOR SMALL BE RED FOR ELECTRD UTLITES AND ORANGE FOR TELECOMMINGATION UTLITED.

PART 3 - EXECUTION

3.1 GENERAL:

- BEFORE STARTING GENERAL SITE PREPARATION ACTIVITIES, INSTALL EROSION AND SEDIMENT CONTROL MEASURES. THE WORK AREA SHALL BE CONSTRUCTED AND MAINTAINED IN SUCH CONDITION THAT IN THE EVENT OF RAIN THE SITE WILL BE DRAINED AT ANY TIME.
- B. BEFORE ALL SURVEY, LAYOUT, STAKING, AND MARKING, ESTABLISH AND MAINTAIN ALL LINES, GRADES, ELEVATIONS AND BENCHMARKS NEEDED FOR EXECUTION OF THE WORK.
- C. CLEAR AND GRUB THE AREA WITHIN THE LIMITS OF THE SITE. REMOVE TREES, BRUSH, STUMPS, RUBBISH AND OTHER DEBRIS AND VEGETATION RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE SITE AREA TO BE CLEARED.
- 1. REMOVE THE FOLLOWING MATERIALS TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE ORIGINAL GROUND SURPACE: ROOTS, STUMPS, AND OTHER DEBRIS, BRUSH, AND REFUSE EMBEDDED IN OR PROTRUDING THROUGH GROUND SURFACE, RAKE, DIKO OR PLOW THE AREAT 7A DEPTH OF NO LESS THAN 5 INCHES, AND REMOVE TO A DEPTH OF 12 INCHES ALL ROOTS AND OTHER DEBRIS THEREBY EXPOSED.
- REMOVE TOPSOIL MATERIAL COMPLETELY FROM THE SURFACE UNTIL THE SOIL NO LONGER MEETS THE DEFINITION OF TOPSOIL, AVOID MIXING TOPSOIL WITH SUBSOIL OR OTHER UNDESIRABLE MATERIALS.
- EXCEPT WHERE EXCAVATION TO GREATER DEPTH IS INDICATED, FILL DEPRESSIONS RESULTING FROM CLEARING GRUBBING AND DEMOLITION WORK COMPLETELY WITH SUITABLE FILL.
- D. REMOVE FROM THE SITE AND DISPOSE IN AN AUTHORIZED LANDFILL ALL DEBRIS RESULTING FROM CLEARING AND GRUBBING OPERATIONS, BURNING WILL NOT BE PERMITTED.

- E. PROPIOT DESCANATING, THOROJAMEN ESAMINE THE AREA TO BE EXCANATED AND/OR TRENCHED TO VERMY THE LOCATIONS OF PRATURES ROBATED ON THE DRAWINGS AND TO ASCEPTIAN THE EXTERME AND LOCATIONS OF ANY STBULTURE, INDERSOLUND STRUCTURE, OR OTHER ITEM NOT SHOWN THAT MIGHT INTERFERE WITH THE PROPOSED CONSTRUCTION, ONTEY THE CONSTRUCTION MANAGES OF ANY CONSTRUCTIONS TAVA UNL, PREVENT ACCOMPLISHMENT OF THE WORK AS INDICATED ON THE DRAWINGS
- F. SEPARATE AND STOCK PILE ALL EXCAVATED MATERIALS SUITABLE FOR BACKFILL ALL EXCESS EXCAVATED AND UNSUITABLE MATERIALS SHALL BE DISPOSED OF OFF-SITE IN A LEGAL MANNER.

3.2 BACKFILL

- A. AS SOON AS PRACTICAL, AFTER COMPLETING CONSTRUCTION OF THE RELATED STRUCTURE, INCLUDING EXPIRATION OF THE SPECIFICD INIMUM CURING PERIOD FOR CAST-W-R.ACE CONCRETE, BACKFILL THE EXCAVATION WITH AFFRORUM DATERNAL TO RESTORE THE REQUERE PHOSPHO FOR ACE.
- 1. PRIOR TO PLACING BACKFILL AROUND STRUCTURES, ALL FORMS SHALL BE REMOVED AND THE EXCAVATION CLEANED OF ALL TRASH, DEBRIS, AND UNSUITABLE MATERIALS.
- BACKFILL BY PLACING AND COMPACTING SUITABLE BACKFILL MATERIAL OR SELECT GRANULAR BACKFILL MATERIAL WHEN REQUIRED IN UNIFORM HORIZONTAL LAYERS OF NO ORBATER THAN I-NICHES LOOSE THICKNH AND COMPACTED. WHERE HAND OBSATED COMPACTORS ARE USED, THE FILL MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED A INCHES IN LOOSE DEPTH AND COMPACTED. KNESS
- WHENEVER THE DENSITY TESTING INDICATES THAT THE CONTRACTOR HAS NOT OBTAINED THE SPECIFIED DENSITY, THE SUCCEEDING LAYER SHALL NOT BE PLACED UNTL. THE SPECIFICATION REQUIREMENTS ARE MET UNLESS OTHERWISE AUTHORIZED BY THE GOSTECHICALL ENDIRER. THE CONTRACTOR SHALL TARK WHATEVER APPROPRIATE ACTION IS MECESSARY, SUCH AS DISKNG AND DRING, ADDORG WHTER, OR INCREASING THE COMPACTIVE EFFORT TO MEET THE MINIMUM COMPACTION REQUIRENTS.
- B. THOROUGHLY COMPACT EACH LAYER OF BACKFILL TO A MINIMUM OF \$5 PERCENT OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR TEST. ASTM D 698.

3.3 TRENCH EXCAVATION:

- A. UTILITY TRENCHES SHALL BE EXCAVATED TO THE LINES AND GRADES SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE GENERAL CONTACTOR. PROVIDE SHORMS, SHEETING AND BRACING AS REQUIRED TO PREVENT CAVING OR SLOUGHING OF THE TRENCH WALLS.
- B. EXTEND THE TRENCH WIDTH A MINIMUM OF 6 INCHES BEYOND THE OUTSIDE EDGE OF THE OUTERMOST CONDUIT.
- C. WHEN SOFT YIELDING, OR OTHERWISE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, BACKFILL AT THE REQUIRED TRENCH TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE REQUIRED ELEVATION AND BACKFILL WITH GRANULAR **BEDDING MATERIAL**
- TRENCH BACKFILL:
- A PROVIDE GRANUL AR REDDING MATERIAL IN ACCORDANCE WITH THE DRAWINGS AND THE UTILITY REQUIREMENTS.
- B. NOTIFY THE GENERAL CONTRACTOR 24 HOURS IN ADVANCE OF BACKFILLING.
- C. CONDUCT UTILITY CHECK TESTS BEFORE BACKFILLING, BACKFILL AND COMPACT TRENCH BEFORE ACCEPTANCE
- D. PLACE GRANULAR TRENCH BACKFILL UNIFORMLY ON BOTH SIDES OF THE CONDUITS IN 6-INCH UNCOMPACTED LIFTS UNTIL 12 INCHES OVER THE CONDUITS. SOLIDLY RAM AND TAMP BACKFILL INTO SPACE AROUND CONDUITS.
- E. PROTECT CONDUIT FROM LATERAL MOVEMENT, IMPACT DAMAGE, OR UNBALANCED LOADING.
- F. ABOVE THE CONDUIT EMBEDMENT ZONE, PLACE AND COMPACT SATISFACTORY BACKFILL MATERIAL IN 8-INCH MAXIMUM LOOSE THICKNESS LIFTS TO RESTORE THE REQUIRED FINISHED SURFACE GRADE.
- 0. COMPACT FINAL TRENCH BACKFILL TO A DENSITY EQUAL TO OR OREATER THAN THAT OF THE EXISTING UNDISTURBED MATERIAL IMMEDIATELY ADJACENT TO THE TRENCH BUT NO LESS THAN A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR TEST, ASTM 0183.

3.5 AGGREGATE ACCESS ROAD:

- A. CLEAR, GRUB, STRIP AND EXCAVATE FOR THE ACCESS ROAD TO THE LINES AND GRADES INDICATED ON THE DRAWINGS. SCARIFY TO A DEPTH OF 6 INCHES AND PROOF-ROLL. ALL HOLES, RUTS, SOFT PLACES AND OTHER DEFECTS SHALL BE CORRECTED.
- B. THE ENTIRE SUBGRADE SHALL BE COMPACTED TO NOT LESS THAN \$5 PERCENT OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE MODIFIED PROCTOR TEST, ASTM D 1557.
- C. AFTER PREPARATION OF THE SUBGRADE IS COMPLETE THE GEOTEXTLE FABRIC (INIRAFI 500XI) SHALL BE INSTALLED TO THE LIMITS INDICATED ON THE DRAWINGS BY ROLLING THE FABRIC OUT LONGITUDINALLY ALONG THE ROADWAY. THE FABRIC SHALL WOT BE DRAGED ACROSS THE SUBGRADE. PLACE THE ENTITE ROLL IN A SINGLE OPERATION, ROLLING OUT AS SMOOTHLY AS POSSIBLE.
- 1. OVERLAPS PARALLEL TO THE ROADWAY WILL BE PERMITTED AT THE CENTERLINE AND AT LOCATIONS BEYOND THE ROADWAY SURFACE WIDTH (LE WITHIN THE SHOULDER WIDTH) ONLY. NO LONGITUDINAL OVERLAPS SHALL BE LOCATED BETWEEN THE CENTERLINE AND THE SHOULDER, PARALLEL OVERLAPS SHALL BE A MINIMUM OF 3 FEET
- 2. TRANSVERSE (PERPENDICULAR TO THE ROADWAY) OVERLAPS AT THE END OF A ROLL SHALL OVERLAP IN THE DREETION OF THE AGGREGATE PLACEMENT (PREVIOUS ROLL ON TOP) AND SHALL HAVE A MINIMUM LENGTH OF 3 PREF.
- 3. ALL OVERLAPS SHALL BE PINNED WITH STAPLES OR NAILS A MINIMUM OF 18 INCHES LONG TO INSURE POSITIONING DURING PLACEMENT OF AGGREGATE, PIN LONGITUDINAL SEAMS AT 25 FOOT CENTERS AND TRANSVERSE SEAMS EVERY 5 FEFT

- D. THE AGGREGATE BASE AND SURFACE COURSES SHALL BE CONSTRUCTED IN LAYERS NOT MORE THAN 4 THE ADDREGATE BASE AND SURFACE COURSES SHALL BE CONSTRUCTED IN LAYERS NOT MORE TMAY 4 INC+ (COMPACTD) THICKNESS, ADDREGATE TO BE PLACED ON GEDTERLIE PARRICSHALL BE END-DUWED ON THE FABRIC FROM THE FREE BUD OF THE FABRIC OR OVER PREVIOUSLY FLACED ADDREGATE. THEST LIFT SHALL BE BLACED DOWN TO ADDREGATE ON CORE PREVIOUSLY FLACED THE ADDREGATE BE PERMITTED ON THE ROADWAY WITH LESS THAN 4 INCHES OF MATERIAL COVERING THE FABRIC.
- E. THE AGGREGATE SHALL BE IMMEDIATELY COMPACTED TO NOT LESS THAN 55 PERCENT OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE MODIFIED PROCTOR TEST, ASTIM D 1557 WITH A TAMPING ROLLER, OR WITH A PREJUNAT-INERD ROLLER, OR WITH A VIBBATORY MACHINE OR ANY COMBINATION OF THE ABOVE, THE TOP LAYER SHALL BE GIVEN A FINAL ROLLING WITH A THREE-WHEEL OR TANDEM

3.6 FINISH GRADING

- A. PERFORM ALL GRADING TO PROVIDE POSITIVE DRAINAGE AWAY FROM STRUCTURES AND SMOOTH, EVEN SURFACE DRAINAGE OF THE ENTIRE AREA WITHIN THE LIMITS OF CONSTRUCTION. GRADING SHALL BE COMPATIBLE WITH ALL SURROUNDING TOPOGRAPHY AND STRUCTURES.
- B. UTILIZE SATISFACTORY FILL MATERIAL RESULTING FROM THE EXCAVATION WORK IN THE CONSTRUCTION OF FILLS, EMBANKMENTS AND FOR REPLACEMENT OF REMOVED UNSUITABLE MATERIALS.
- C. ACHIEVE FINISHED GRADE BY PLACING A MINIMUM OF 4 INCHES OF 1/2" 3/4" CRUSHED STONE ON TOP SOIL STABILIZER FABRIC.
- D. REPAIR ALL ACCESS ROADS AND SURROUNDING AREAS USED DURING THE COURSE OF THIS WORK TO THEIR ORIGINAL CONDITION.

3.7 ASPHALT PAVING ROAD:

A. CHAPTER 630 - CALIFORNIA DEPARTMENT OF TRANSPORTATION FLEXIBLE PAVEMENT DESIGN GUIDE AND STANDARDS FOR ROADWAY REHABILITATION PROJECTS (DIB 79-03)



SHEET NUMBER GN-3

GENERAL SITE WORK AND DRAINAGE NOTES

#### GENERAL ELECTRICAL NOTES:

#### PART 1 - GENERAL

#### 1.1 GENERAL CONDITION

- CONTRACTOR SHALL INSPECT THE EXISTING SITE CONDITIONS PRIOR TO SUBMITTING BID. ANY QUESTORS ARSING DURING THE BID FERIOD IN REGARDS TO THE CONTRACTORS FUNCTIONS, THE SCOPE OF VORK, OR ANY OTHER ISSUE RELATE TO THE REQUEST UP DURING THE BID FERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT NAS BEEN AWARDED.
- B. THE CONTRACTOR SHALL OBTAIN PERMITS, LICENSES, MAKE ALL DEPOSITS, AND PAY ALL FEES REQUIRED FOR THE CONSTRUCTION PERFORMANCE FOR THE WORK UNDER THIS SECTION.
- C. DRAWINGS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND COMPONENTS COVERED UNDER THIS SECTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS. DRAWING SHALL NOT BE SCALED TO THIS SECTION. THE GOILE DETERMINE DIMENSIONS.

1.2 LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES.

ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE MATCHAL ELECTRICAL CODE, AND ALL APPLICABLE LOCAL LANS, REGULATONS, ORDINANCES, STATUTES AND CODES. CONDUIT BEIDS SHALL BE THE RADIUS BEND FOR THE TRADE SEE OF CONDUIT IN COMPLIANCE WITH THE LATEST EDITIONS OF HER.

1.3 REFERENCES:

A. THE PUBLICATIONS LISTED BELOW ARE PART OF THIS SPECIFICATION. EACH PUBLICATION SHALL BE THE LATEST REVISION AND ADDENDMIN MEPFECT ON THE DATE. THIS SPECIFICATION IS ISSUED FOR CONSTRUCTION UNLESS OF THE SUPERIOR AND ADDEND TO THE ADDINESS OF THE SPECIFICATION SHALL CONFORM TO THE APPLICABLE PROVISION OF THESE PUBLICATIONS.

ANSUIFFE (AMERICAN NATIONAL STANDARDS INSTITUTE) 1. ANSIMEE (AMERICAN NATIONAL STANDARDS INSTITUTE) 2. ASTM (AMENCAN SOCIETY FOR TESTING AND MATERIALS) 3. ICE (INSULATED CABLE ENGINEERS ASSOCIATION) 4. NEMA (NATIONAL ECETICAL MAURACTURER'S ASSOCIATION) 5. NFPA (NATIONAL FRE PROTECTION ASSOCIATION) 6. OSHA (OCCUPATIONAL SAFET YAKO HEALT HADMINISTRATION) 7. UL (INDERWINTERS LABORATORIES NC2) 5. HADBIEL GORUNDING AND BOLDHING STANDARDS TP-76418

14 SCOPE OF WORK:

- A. WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING ALL LABOR, MATERIAL, AND ASSOCIATED SERVICES REQUIRED TO COMPLETE REQUIRED CONSTRUCTION AND BE OPERATIONAL.
- B. ALL ELECTRICAL EQUIPMENT UNDER THIS CONTRACT SHALL BE PROPERLY TESTED, ADJUSTED, AND ALIGNED BY THE CONTRACTOR
- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATING, DRAINING, TRENCHES, BACKFILLING, AND REMOVAL OF EXCESS DIRT.
- D. THE CONTRACTOR SHALL FURNISH TO THE OWNER WITH CERTIFICATES OF A FINAL INSPECTION AND APPROVAL FROM THE INSPECTION AUTHORITIES HAVING JURISDICTION.
- THE CONTRACTOR SHALL PREPARE A COMPLETE SET OF AS-BUILT DRAWINGS, DOCUMENT ALL WIRING EQUIPMENT CONDITIONS, AND CHANGES WHILE COMPLETING THIS CONTRACT. THE AS-BUILT DRAWINGS SHALL BE SUBMITTED AT COMPLETION OF THE PROJECT.

PART 2 - PRODUCTS 2.1 GENERAL:

- A. ALL MATERIALS AND EQUIPMENT SHALL BE UL LISTED, NEW, AND FREE FROM DEFECTS.
- B. ALL ITEMS OF MATERIALS AND EQUIPMENT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED.
- C. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
- D. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED 10,000 AIC MINIMUM VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE BATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PER THE GOVERNON JURISDICTOR.

2.2 MATERIALS AND EQUIPMENT: A. CONDUIT:

- 1. RIGID METAL CONDUIT (RMC) SHALL BE HOT-DIPPED GALVANIZED INSIDE AND OUTSIDE INCLUDING ENDS AND THREADS AND ENAMELED OR LACQUERED INSIDE IN ADDITION TO GALVANIZING.
- 2. LIQUIDTIGHT FLEXIBLE METAL CONDUIT SHALL BE UL LISTED.
- CONDUIT CLAMPS, STRAPS AND SUPPORTS SHALL BE STEEL OR MALLEABLE IRON. ALL FITTINGS SHALL BE COMPRESSION AND CONCRETE TIGHT TYPE. GROUNDING BUSHINGS WITH INSULATED THROATS SHALL BE INSTALLED ON ALL CONDUIT TERMINATONS.

4. NONMETALLIC CONDUIT AND FITTINGS SHALL BE SCHEDULE 40 PVC. INSTALL USING SOLVENT-CEMENT-TYPE JOINTS AS RECOMMENDED BY THE MANUFACTURER.

- B. CONDUCTORS AND CABLE:
- CONDUCTORS AND CABLE SHALL BE FLAME-RETARDANT, MOISTURE AND HEAT RESISTANT THERMOPLASTIC, SHOLE CONDUCTOR, COPPER, TYPE THHNTHWA-2, 600 VOLT, SIZE AS INDICATED, #12 AWO SHALL BE THE MINUM SIZE CONDUCTOR USED.
- 2. #10 AWG AND SMALLER CONDUCTOR SHALL BE SOLID OR STRANDED AND #8 AWG AND LARGER CONDUCTORS SHALL BE STRANDED.
- 3. SOLDERLESS, COMPRESSION-TYPE CONNECTORS SHALL BE USED FOR TERMINATION OF ALL
- STRAIN-RELIEF SUPPORTS GRIPS SHALL BE HUBBELL KELLEMS OR APPROVED EQUAL. CABLES SHALL BE SUPPORTED IN ACCORDANCE WITH THE NEC AND CABLE MANUFACTURER'S RECOMMENDATIONS.
- ALL CONDUCTORS SHALL BE TAGGED AT BOTH ENDS OF THE CONDUCTOR, AT ALL PULL BOXES, J-BOXES, EQUIPMENT AND CABINETS AND SHALL BE IDENTIFIED WITH APPROVED PLASTIC TAGS (ACTION CRAFT, BRADY, OR APPROVED EQUAL).

C. DISCONNECT SWITCHES:

DISCONNECT SWITCHES SHALL BE HEAVY DUTY, DEAD-FRONT, QUICK-MAKE, QUICK-BREAK, EXTERMALY OPERABE, HANDLE LOCKABLE AND INTERLOCK WITH COVER IN CLOSED POSITION, RATINO AS INDICATED, UL LABELED FURNISHED IN NEMA 3R ENCLOSURE, SQUARE-D OR ENGINEERED APPROVED EQUAL.

- D. CHEMICAL ELECTROLYTIC GROUNDING SYSTEM
  - 1. INSTALL CHEMICAL GROUNDING AS REQUIRED. THE SYSTEM SMALL BE ELECTION, YOU GAMPENANCE PREFI EAD TRAVEL MATERIAL, MAUPACTURES SHALL BE LYNOCLE XIT GROUNDING ROD TYPES KX-TYCE OR X2L-TYPES END TRAVEL MATERIAL, MAUPACTURES SHALL BE LYNOCLE XIT GROUNDING ROD TYPES KX-TYCE OR X2L-TYPES (1) LENGTH AS REQUIRED.
  - 2. GOUND ADDEDS BOD SHALL BE A DELYTALATIC DDLYDW MONTANTIC AMPLAATTONK, MCLUDWR BOLL DDWN FULMI ADDEN THI YN BRATTER YN ALGAEL AT MODEL RHE ZALL ALDGORNAU'R WYNTHIK AN ODWRTACLLIDO DDWCES SHALL BE PROVIED WYNT BROANDE LAMODO HAMEPLATS INDCATING EGUIPMENT CONTROLLED, BRANCH CIRCUIT SI UMBERRINN, AND THE ELGYTRICAL DDWES SURCE.
- 3. BACKFILL MATERIAL SHALL BE LYNCONITE AND LYNCOLE GROUNDING GRAVEL.
- E. SYSTEM GROUNDING:
- 1. ALL GROUNDING COMPONENTS SHALL BE TINNED AND GROUNDING CONDUCTOR SHALL BE #2 AWG BARE, SOLID, TINNED, COPPER. ABOVE GRADE GROUNDING CONDUCTORS SHALL BE INSULATED WHERE NOTED.
- 2. GROUNDING BUSISS SHALL BE BARE, TINING, ANIFELED COPPER RARS OF BECTANOILLAR CROSS SECTION. STANDARD BUSISS SHALL BE RUBANERS AND NO INSTALL DO SYNTE CONTRACTOR. THEY SHALL NOT BE FARECATED OR MODIFIED IN THE FIELD. ALL GROUNDING BUSES SHALL BE IDENTIFIED WITH MINIMUM 34" LETTERS BY WAY OF STRUCTION OR DESIGNATION PLATE.
- 3. CONNECTORS SHALL BE HIGH-CONDUCTIVITY, HEAVY DUTY, LISTED AND LABELED AS GROUNDING CONNECTORS FOR THE MATERIALS USED. USE TWO-HOLE COMPRESSION LUGS WITH HEAT SHRINK FOR MECHANICAL CONNECTIONS. INTERIOR CONNECTIONS USE TWO-HOLE COMPRESSION LUGS WITH INSPECTION WINDOW AND CLEAR HEAT SHRINK.
- 4. EXOTHERMIC WELDED CONNECTIONS SHALL BE PROVIDED IN KIT FORM AND SELECTED FOR THE SPECIFIC TYPES, SIZES, AND COMBINATIONS OF CONDUCTORS AND OTHER ITEMS TO BE CONNECTED.
- 5. GROUND RODS SHALL BE ERICO #515860, COPPER-CLAD STEEL WITH HIGH-STRENGTH STEEL CORE AND ELECTROLYTIC-GRADE COPPER OUTER SHEATH, MOLTEN WELDED TO CORE, SM\*x1#\*,0\*, ALL GROUNDING RODS SHALL BE INSTALLED WITH INSPECTION SLEEVES.
- INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS IN COMPLIANCE WITH THE T-MOBILE SPECIFICATIONS AND NEC. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULLBOXES, DISCONNECT SWITCHES, SATE DEQUIPMENT CABINETS.
- F. OTHER MATERIALS:
- 1. THE CONTRACTOR SHALL PROVIDE OTHER MATERIALS, THOUGH NOT SPECIFICALLY DESCRIBED, WHICH ARE REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF THE WORK.
- 2. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR REQUIRED BY NEC
- G. PANELS AND LOAD CENTERS:
- 1. ALL PANEL DIRECTORIES SHALL BE TYPEWRITTEN
- PART 3 EXECUTION 3.1 GENERAL:
  - A. ALL MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
  - B. EQUIPMENT SHALL BE TIGHTLY COVERED AND PROTECTED AGAINST DIRT OR WATER, AND AGAINST CHEMICAL OR MECHANICAL INJURY DURING INSTALLATION AND CONSTRUCTION PERIODS.
- 3.2 LABOR AND WORKMANSHIP
- A. ALL LABOR FOR THE INSTALLATION OF MATERIALS AND EQUIPMENT FURNISHED FOR THE ELECTRICAL SYSTEM SHALL BE INSTALLED BY EXPERIENCED WIREMEN, IN A NEAT AND WORKMAN-LIKE MANNER. B. ALL ELECTRICAL EQUIPMENT SHALL BE ADJUSTED, ALIGNED AND TESTED BY THE CONTRACTOR AS REQUIRED TO PRODUCE THE INTENDED PERFORMANCE.
- C. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL THOROUGHLY CLEAN ALL EXPOSED EQUIPMENT, REMOVE ALL LABELS AND ANY DEBRIS, CRATING OR CARTONS AND LEAVE THE INSTALLATION FINISHED AND READY FOR OPERATION.
- 3.3 COORDINATION:
- A. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRICAL ITEMS WITH THE OWNER-FURNISHED EQUIPMENT DELIVERY SCHEDULE TO PREVENT UNNECESSARY DELAYS IN THE TOTAL WORK.
- 3.4 INSTALLATION A. CONDUIT:
  - 1. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN CONDUIT AS SPECIFIED. NO CONDUIT OR TUBING OF LESS THAN 3/4 INCH TRADE SIZE.
  - 2. PROVIDE RIGID PVC SCHEDULE 80 CONDUITS FOR ALL RISERS, RMC OTHERWISE NOTED. EMT MAY BE INSTALLED FOR EXTERIOR CONDUITS WHERE NOT SUBJECT TO PHYSICAL DAMAGE.
  - INSTALL SCH. 40 PVC CONDUIT WITH A MINIMUM COVER OF 2#" UNDER ROADWAYS, PARKING LOTS, STREETS, AND ALLEYS, CONDUT SHALL HAVE A MINIMUM COVER OF 18" IN ALL OTHER NON-TRAFFIC APPLICATIONS (REFER TO 2088 NEC, TABLE 300.5).
  - 4. USE GALVANCED FLEXIBLE STEEL CONDUIT WHERE DIRECT CONNECTION TO EQUIPMENT WITH MOVEMENT, VIRBATCU, O A FOR FASE OF MAINTENNES, USE IQUID TON'T, FLEXIBLE METAL CONDUIT FON OUTDOOR APPELGATIONS. NISTALL GALVANCED FLEXIBLE STEEL CONDUIT AT ALL FONTS OF CONNECTION TO EQUIPMENT MOUNTED ON SUPPORT TO ALLOW FOR EXPANSION AND CONTRACTION.
  - A RUN OF CONDUIT BETWEEN BOXES OR EQUIPMENT SHALL NOT CONTAIN MORE THAN THE EQUIVALENT OF THREE QUARTER-BENDS. CONDUIT BEND SHALL BE MADE WITH THE UL LISTED BENDER OR FACTORY 90 DEGREE ELBOWS MAY BE USED.
  - 6. FIELD FABRICATED CONDUITS SHALL BE CUT SQUARE WITH A CONDUIT CUTTING TOOL AND REAMED TO PROVIDE A SMOOTH INSIDE SURFACE.
  - 7. PROVIDE INSULATED GROUNDING BUSHING FOR ALL CONDUITS.
  - 8. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL CONDUITS DURING CONSTRUCTION. TEMPORARY OPENINGS IN THE CONDUIT SYSTEM SHALL BE FLUGGED OR CAPPED TO PREVENT ENTRANCE OF MOISTURE OR FOREIM MATTER. CONTRACTOR SHALL REFLACE ANY CONDUITS CONTAINING POREION MATERIALS THAT CANNOT BE REMOVED.
  - 9. ALL CONDUITS SHALL BE SWABBED CLEAN BY PULLING AN APPROPRIATE SIZE MANDREL THROUGH THE CONDUIT BEFORE INSTALLATION OF CONDUCTORS OR CABLES, CONDUIT SHALL BE FREE OF DIRT AND DEBRIS.
  - 10. INSTALL PULL STRINGS IN ALL CLEAN EMPTY CONDUITS. IDENTIFY PULL STRINGS AT EACH END
  - 11. INSTALL 2" HIGHLY VISIBLE AND DETECTABLE TAPE 12" ABOVE ALL UNDERGROUND CONDUITS AND CONDUCTORS. 12. CONDUITS SHALL BE INSTALLED IN SUCH A MANNER AS TO INSURE AGAINST COLLECTION OF TRAPPED CONDENSATION.

13. PROVIDE CORE DRILLING AS NECESSARY FOR PENETRATIONS TO ALLOW FOR RACEWAYS AND CABLES TO BE ROUTED THROUGH THE BUILDING, DO NOT PENETRATE STRUCTURAL MEMBERS. SLEEVES ANDIORPENETRATIONS IN FIRE RATED CONSTRUCTION SHALL BE PERCTURLY SEALED UNTH FIRE RATED MATERIAL WINGTAN SHALL MAINTAN THE FIRE RATING OF THE WALL OR STRUCTURE. FIRE STOPS AT FLOOR PETERATIONS SHALL PREVENT PASSAGE OF WATER, SMOKE, FIRE, AND TURES ALL MATERIAL SHALL BE UN APPROVED FOR THIS FURDOSE.

GENERAL ELECTRICAL NOTES

 
 DESCRIPTION PHASE A
 208/240/120 VOLT SYSTEMS BLACK

 PHASE B
 RED

 PHASE C
 BLUE

 NEUTRAL
 WHITE

 OROUNDING
 GREEN
 T--Mobile-2. SPLICES SHALL BE MADE ONLY AT OUTLETS, JUNCTION BOXES, OR ACCESSIBLE RACEWAY CONDULETS APPROVED FOR THIS PURPOSE. 1855 GATEWAY BLVD, 9TH FLOOR CONCORD, CA 94520 3. PULLING LUBRICANTS SHALL BE UL APPROVED, CONTRACTOR SHALL USE NYLON OR HEMP ROPE FOR PULLING CONDUCTOR OR CABLES INTO THE CONDUIT. 4. CABLES SHALL BE NEATLY TRAINED, WITHOUT INTERLACING, AND BE OF SUFFICIENT LENGTH IN ALL BOXES & RQUIPNENT TO PERMIT MAKING A NEAT ARRANGENENT, CABLES SHALL BE SECURED IN A MANINER TO ANDIO TENSIGN ON CONDUCTORS OR AL BE ROTECTED FROM MECHANICAL INJURY AND MOISTURE. SHARP BEINS OVER CONDUIT BUSHINGS IS PROHIBITED. DAMAGED CABLES SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS STALL BE STREMS. 1. INSTALL DISCONNECT SWITCHES LEVEL AND PLUMB. CONNECT TO WIRING SYSTEM AND GROUNDING SYSTEM AS INDICATED. 1. ALL METALLIC PARTS OF ELECTRICAL EQUIPMENT WHICH DO NOT CARRY CURRENT SHALL BE GROUNDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING MANUFACTURER, T-MOBILE GROUNDING AND BONING STANDARDS TP-7416, ND-04015, AND THE NATIONAL ELECTRICAL CODE. ₽ PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEM INDICATED WITH ASSEMBLY OF MATEI INCLUDING GROUNDING ELECTRODES, BONDING JUMPERS AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION. RIALS. **BLACK & VEATCH** 3. ALL BROINING CONDUCTORS SHALL PROVIDE A STANMINT DOWNWARD PATH TO GROUND WITH GROUNL BENAS REQUERES, GROUNDOW CONDUCTORS SHALL NOT RE LOPPED OR SMAPPLY BENT, ROUTE GROUNDING CONNECTIONS AND CONDUCTORS TO GROUND IN THE SNORTEST AND STRAINTEST PATHS FORSIBLE TO MINIMUSE TRAINING FIRST. 2999 OAK ROAD, SUITE 490 WALNUT CREEK, CA 94597 5. TIGHTEN GROUNDING AND BOXIDING CONNECTORS, INCLUDING SCREWS AND BOLTS, IN ACCORDANCE INT MANUACTURERS SPUELINED TOROIDLY TIGHTENING VALUES FOR CONNECTORS AND BOLTS, INCREE BANUACTURERS TOROIDING REQUIREMENTS ARE NOT AVAILABLE. TIGHTER CONNECTORS TO COMPLY WITH TIGHTENING TOROIDE VALUES SPECIFIED IN UL TO ASSURE PERMANENT AND EFFECTIVE GROUNDING. PROJECT NO DRAWN BY: CHECKED BY CONTRACTOR SHALL VERIFY THE LOCATIONS OF GROUNDING TIE-IN-POINTS TO THE EXISTING GROUNDING SYSTEM. ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERING WELD PROCESS AND INSTALLED IN ACCORDANCE WITH THE MAURACTURE'S INSTRUCTIONS. 7. ALL GROUNDING CONNECTIONS SHALL BE INSPECTED FOR TIGHTNESS. EXOTHERMIC WELDED CONNECTIONS SHALL BE APPROVED BY THE INSPECTOR HAVING JURISDICTION BEFORE BEING PERMANENTLY CONCERLED. APPLY CORROSION-RESISTANCE FINISH TO FIELD CONNECTIONS AND PLACES WHERE FACTORY APPLIED PROTECTIVE COATINGS HAVE BEEN DESTROYCE. USE KOPR-SHIELD ANTI-OXIDATION COMPOUND ON ALL COMPRESSION OROUNDING CONNECTIONS. A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUITS. REV DATE 10. BOND ALL INSULATED GROUNDING BUSHINGS WITH A BARE 6 AWG GROUNDING CONDUCTOR TO A 11, DIRECT BURIED GROUNDING CONDUCTORS SHALL BE INSTALLED AT A NOMINAL DEPTH OF 36" MINIMUM BELOW GRADE, OR 6" BELOW THE FROST LINE, USE THE GREATER OF THE TWO DISTANCES. 12. ALL GROUNDING CONDUCTORS EMBEDDED IN OR PENETRATING CONCRETE SHALL BE INSTALLED IN SCHEDULE 40 PVC CONDUIT. 13. THE INSTALLATION OF CHEMICAL ELECTROLYTIC GROUNDING SYSTEM IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. REMOVE SEALING TAPE FROM LEACHING AND BREATHER HOLES. INSTALL PROTECTIVE BOX FLUSH WITH GRADE. 14. DRIVE GROUND RODS UNTIL TOPS ARE A MINIMUM DISTANCE OF 36" DEPTH OR 6" BELOW FROST LINE, USING THE GREATER OF THE TWO DISTANCES. 15. IF COAX ON THE ICE BRIDGE IS MORE THAN \$ FT. FROM THE GROUND BAR AT THE BASE OF THE TOWER, A SECOND GROUND BAR WILL BE NEEDED AT THE END OF THE ICE BRIDGE, TO GROUND THE COAX CABLE GROUNDING KITS AND IN-LINE ARRESTORS 16. CONTRACTOR SHALL REPAIR, AND/OR REPLACE, EXISTING GROUNDING SYSTEM COMPONENTS DAMAGED DURING CONSTRUCTION AT THE CONTRACTORS EXPENSE. A. CERTIFIED PERSONNEL USING CERTIFIED EQUIPMENT SHALL PERFORM REQUIRED TESTS AND SUBMIT WRITTEN TEST REPORTS UPON COMPLETION. B. WHEN MATERIAL ANDOR WORKMANSHIP IS FOUND NOT TO COMPLY WITH THE SPECIFIED REQUIREMENTS, THE NON-COMPLYING ITEMS SHALL BERENUED FROM THE PROJECT SITE AND REPLACED WITH THEMS COMPLYING WITH THE SPECIFIED REQUIREMENTS PROMPLY AFTER RECEIPT OF NOTICE FOR NON-COMPLYING.

C. TEST PROCEDURES:

3.5 ACCEPTANCE TESTING:

B. CONDUCTORS AND CABLE

C. DISCONNECT SWITCHES:

D. GROUNDING

1. ALL POWER WIRING SHALL BE COLOR CODED AS FOLLOWS

- 1. ALL FEEDERS SHALL HAVE INSULATION TESTED AFTER INSTALLATION, BEFORE CONNECTION TO DEVICES. THE CONDUCTORS SHALL TEST FREE FROM SHORT CIRCUITS AND GROUNDS. TESTING SHALL BE FOR ONE MINUTE USING 1000V DC, PROVIDE WIRTTEN DOCUMENTATION FOR ALL TEST RESULTS.
- 2. PRIOR TO ENERGIZING CIRCUITRY, TEST WIRING DEVICES FOR ELECTRICAL CONTINUITY AND PROPER
- 3. MEASURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE CONDUCTORS AND NEUTRALS, SUBMIT A REPORT OF MAXIMUM AND MINIMUM VOLTAGES
- 4. PERFORM GROUNDING TEST TO MEASURE GROUNDING RESISTANCE OF GROUNDING SYSTEM USING THE IEEE STANDARD 3-POINT "FALL-OF-POTENTIAL" METHOD. PROVIDE PLOTTED TEST VALUES AND LOCATION SKETCH. NOTIFY THE ENGINEER IMMEDIATELY IF MEASURED VALUE IS OVER'S OHMS.

A 08/02/17 ISSUED FOR 90% CDs DESCRIPTION

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PKH

MSH

- Not construction
- IT IS A MOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.
- SE04351A
- 2675 HANOVER STREET PALO ALTO, CA 94304
- SHEET TITLE
- WORK NOTES
  - SHEET NUMBER GN-4
- GENERAL ELECTRICAL
- CAPACITY L1900

- - - BA351 MAYFIELD STATION #2





















PTI Site Reference: US-CA-1195 / Palo Alto T-Mobile Site Reference: SF04351A / BA351 Mayfield Station #2

# **ATTACHMENT 3**

# DESCRIPTION OF T-MOBILE COMMUNICATIONS EQUIPMENT, FREQUENCIES AND WIND LOAD SURFACE AREA

(See attached Collocation Application and Structural Analysis)

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### PTI Site Reference: US-CA-1195 / Palo Alto T-Mobile Site Reference: SF04351A / BA351 Mayfield Station #2

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# of Antenn Please add ( MakeModel/ Azimuth (de # of Microw (MakeModel/ # of ODUs: Azimuth (de # of RRUs//	as (Paneli per Antenn Dimensions grees from ave Dish Crimensions grees from A2 Modulis	<ul> <li>Whip, etc</li> <li>Weight/Sect</li> <li>true north)</li> <li>true north)</li> </ul>	)	(1)AIR21 KF (H × W × D (1)AIR21 KF (H × W × D) (1)APXVF2- (H × W X D (	uipment RC118023-1_1 in mm) RC118023-1_1 n mm) 4-C-A20 in mm) 240	82 <b>A_8</b> 4 82 <b>F_8</b> 4 7 7 7	4P 4A 7 7 7 7 7 7 7 7 7	1429/307/200/ 1429/307/200/ 2363/368/174/ / / / / /	41.5kg 41.5kg	Final Co (1)AIR21 (H x W x (1)AIR32 (H x W x (1)APXV (H x W x (1)APXV (H x W x () ) 340/10 () ) () ) () )	KRC1 D in n KRD9 D in m F24-C- (D in n 0 / 240	18023-1_B2A_B4F nm) 01146-1_B66A_B2 im) A20 nm) / / / / / / / / / / / / / / / / / / /	2 2 2 2 2 2	1439/327/220/60% 2363/368/174/23/ / / / / / /
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### PTI Site Reference: US-CA-1195 / Palo Alto T-Mobile Site Reference: SF04351A / BA351 Mayfield Station #2

# of Filtera: (Make/Mode/Omensions/Weight/Sector)	{	}	1	ġ.	ł		l		1	ž	1	
# of Surge: (Make/ModelDimensions/Weight/Sector)	1	1	1	1	1		4	}	1	ł	T	
# of MISC: (Make/Model/Dimensions/Weight/Sector)	1	1	a a a a a a a a a a a a a a a a a a a	4. <sub>15</sub>	1		(	30	1	ł	1	_
Azimuth (degrees from true north)												
EXISTING EQUIPMENT TO BE REMOVED												
Mounting Height:	62						82					
Nount Type:	Ring						Ring					
Utilizing Existing Mount? Yes or No. (if no, including weight)	please	irovide specifications	Ye	5								
Frequencies:	TX:	RX:										
Number of Lines/ Cable diameter:	(3) 3	6#108(1)8/12#6	Hybrid	\$								
Utility Meter Yes or No (If yes, provide meter #):		Yes ar Na: Y	Yes or No: Yes Meter # 61880389									
If final configuration differs from lease right add any reserved equipment rights here	e											

GROUND SPACE	PER AGREEMENT	CURRENTLY OCCUPIED	TOTAL SPACE OCCUPIED
Describe Equipment Shelter or Concrete Slab		RBS Cabinet	
Exact Dimensions (in feet):	x	+/- 25' x 9'	X
Additional Ground Space Requirements (in feet ):	Х	x	×
Generator Type (Diesel, Propane, or Natural Gas):	NIA		•
Compound Expansion Required. Yes or No.	No		

Scope of Work/Comments: Replacing (3) Antennas, removing (6) TMA's.

PLEASE NOTE - All Equipment Lines are required to be installed inside the tower when space is available. Carriers will be charged an additional \$23.00 per line per month if equipment lines are installed on the outside of the tower even though there is available space inside the tower. PTI must approve any installation of lines on the outside of towers prior to installation commencement.

# REVIEWED

By FWagner1 at 6:56 am, Jul 16, 2015

# 61816 T-Mobile SF04351A PALO ALTO / HANOVER 2675 HANOVER ST PALO ALTO, CA 94304 CNU4053 / CCL04053

# **PROJECT DESCRIPTION**

A MODIFICATION TO AN (E) UNMANNED AT&T TELECOMMUNICATION FACILITY CONSISTING OF:

- INSTALLING (3) (N) A2 MODULES
- REMOVING & REPLACING (6) (E) TMA UNITS W/ (6) (N) DTMA UNITS
- REMOVING & REPLACING (1) (E) DUL UNIT W/ (1) (N) DUS41 UNIT INSIDE (E) PURCELL CABINET

# **PROJECT INFORMATION**

SITE NAME:	PALO ALTO / HANOVER	SITE #:	CNU4053 / CCL04053
COUNTY:	SANTA CLARA	JURISDICTION:	CITY OF PALO ALTO
APN:	142-20-002	POWER:	PG&E
SITE ADDRESS:	2675 HANOVER ST PALO ALTO, CA 94304	TELEPHONE:	AT&T
CURRENT ZONING:	-		
CONSTRUCTION TYPE:	I-B		
OCCUPANCY TYPE:	U, (UNMANNED COMMUNICATIONS FACILITY)		
PROPERTY OWNER:	CITY OF PALO ALTO REAL ESTATE DIVISION P.O. BOX 10250 PALO ALTO, CA 94303		
APPLICANT:	AT&T 2600 CAMINO RAMON, 4TH FLOOR, WEST WING SAN RAMON, CA 94583		
EASING CONTACT:	ATTN: BRIGITTE PORTER (916) 813–9161		
ZONING CONTACT:	ATTN: BRIGITTE PORTER (916) 813–9161		
CONSTRUCTION CONTACT:	ATTN: JOHN HARRIS (312) 607–8870		
LATITUDE: LONGITUDE:	N 37 25 6.672" NAD 83 W 122 8 50.604" NAD 83		



# **DRIVING DIRECTIONS**

2600 CAMINO RAMON, 4TH FLOOR, WEST WING, SAN RAMON, CA 94583 FROM: TO 2675 HANOVER ST, PALO ALTO, CA 94304

1.	HEAD EAST
2.	TURN RIGHT TOWARD CAMINO RAMON
3.	TURN RIGHT ONTO CAMINO RAMON
4.	TURN RIGHT ONTO BOLLINGER CANYON RD
5.	MERGE ONTO I-680 S VIA THE RAMP TO SAN JOSE
6.	MERGE ONTO I-680 S
	TAKE THE MISSION BLVD/STATE ROUTE 262 EXIT TOWARD I-880
8.	KEEP RIGHT AT THE FORK, FOLLOW SIGNS FOR MISSION BLVD W & MERGE ONTO MISSION BLVD
9.	KEEP LEFT AT THE FORK, FOLLOW SIGNS FOR INTERSTATE 880 S/SAN JOSE & MERGE ONTO I-880 S
10.	TAKE THE CALIFORNIA 237 W EXIT TOWARD MIN VIEW
11.	CONTINUE ONTO CA-237 W
12.	TAKE THE EXIT ONTO US-101 N TOWARD SAN FRANCISCO
13.	TAKE THE EMBARCADERO RD/OREGON EXPWY EXIT
	KEEP RIGHT, FOLLOW SIGNS FOR OREGON EXPRESSWAY
	CONTINUE ONTO OREGON EXPY
	CONTINUE ONTO PAGE MILL RD
17.	TURN RIGHT ONTO HANOVER ST
END	AT: 2675 HANOVER ST, PALO ALTO, CA 94304
EST	MATED TIME: 48 MINUTES ESTIMATED DISTANCE: 43.7 MILES

VICINITY MAP

ALL WORK & MATERIALS SHALL BE PERFORMED & INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

2013 CALIFORNIA ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R. 2013 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R. (2012 INTERNATIONAL BUILDING CODE VOLUMES 1-2 AND 2013 CALIFORNIA AMENDMENTS)

2013 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R. (2011 NATIONAL ELECTRICAL CODE AND 2013 CALIFORNIA AMENDMENTS) 2013 CALIFORNIA MECHANICAL CODE (CMC) PART 4, TITLE 24 C.C.R.

(2012 UNIFORM MECHANICAL CODE AND 2013 CALIFORNIA AMENDMENTS) 2013 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.

(2012 UNIFORM PLUMBING CODE AND 2013 CALIFORNIA AMENDMENTS) 2013 CALIFORNIA ENERGY CODE (CEC), PART 6, TITLE 24 C.C.R. 2013 CALIFORNIA FIRE CODE, PART 9, TITLE 24 C.C.R.

(2012 INTERNATIONAL FIRE CODE AND 2013 CALIFORNIA AMENDMENTS) 2013 CALIFORNIA GREEN BUILDING STANDARDS CODE, PART 11, TITLE 24 C.C.R. 2013 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R. ANSI/EIA-TIA-222-G

ALONG WITH ANY OTHER APPLICABLE LOCAL & STATE LAWS AND REGULATIONS

DISABLED ACCESS REQUIREMENTS

THIS FACILITY IS UNMANNED & NOT FOR HUMAN HABITATION. DISABLED ACCESS & REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH CALIFORNIA STATE BUILDING CODE, TITLE 24 PART 2, SECTION 11B-203.4

	SHEET INDEX
SHEET	DESCRIPTION
T-1 A-1 A-2 A-3 A-4 A-5	TITLE SHEET OVERALL SITE PLAN SITE PLAN EQUIPMENT PLAN & DETAILS ANTENNA PLAN & DETAILS ELEVATIONS

157 FT 0.2 MI 0.4 MI

0.5 MI 0.3 MI 21.5 MI

0.2 MI

0.9 MI

4.0 MI

0.9 MI

6.1 MI

5.8 MI 0.2 MI

0.4 MI 1.9 MI 0.5 MI

253 F1



### PROJECT GENERAL NOTES

- THIS FACILITY IS AN UNOCCUPIED WIRELESS TELECOMMUNICATION FACILITY.
   PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE.
- ONLY, UNLESS NOTED OTHERWISE. 3 THE SCOPE OF WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS
- INDICATED ON THE DRAWINGS. 4. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, AND CONFIRM THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- 5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PAY FOR PERMIT FEES, AND TO OBTAIN SAID PERMITS AND TO COORDINATE INSPECTIONS.
- 6. THE CONTRACTOR SHALL RECEIVE, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE
- CONTRACT DOCUMENTS. 7. CALL BEFORE YOU DIG. CONTRACTOR IS REQUIRED TO CALL 811 (NATIONWIDE "CALL
- BEFORE YOU DIG" HOTLINE) AT LEAST 72 HOURS BEFORE DIGGING. 8. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES, CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF
- THE WORK. 9. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING THE BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. CONTRACTOR SHALL ALSO COORDINATE ALL PORTIONS OF THE WORK UNDER THE CONTRACT; INCLUDING CONTACT AND COORDINATION WITH THE
- CONSTRUCTION MANAGER AND WITH THE LANDLORD'S AUTHORIZED REPRESENTATIVE. 10. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, GALVANIZED SURFACES, ETC., AND UPON COMPLETION OF WORK, REPAIR ANY DAMAGE THAT OCCURED DURING CONSTRUCTION TO THE SATISFACTION OF THE PROJECT MANAGER.
- CONSTRUCTION TO THE SATISFACTION OF THE PROJECT MANAGER. 11. KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS AND RUBBISH. REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.
- 12. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED, OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
- ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND ALL OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK SHALL BE PROTECTED AT ALL TIMES.
   DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS
- MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK. 15. THE CONTRACTOR SHALL PROVIDE A TOILET FACILITY DURING ALL PHASES OF
- CONSTRUCTION.
- 16. SUFFICIENT MONUMENTATION WAS NOT RECOVERED TO ESTABLISH THE POSITION OF THE BOUNDARY LINES SHOWN HEREON. THE BOUNDARY REPRESENTED ON THIS MAP IS BASED ON COMPILED RECORD DATA AND BEST FIT ONTO EXISTING IMPROVEMENTS. IT IS POSSIBLE FOR THE LOCATION OF THE SUBJECT PROPERTY TO SHIFT FROM THE PLACEMENT SHOWN HEREON WITH ADDITIONAL FIELD WORK AND RESEARCH. THEREFORE ANY SPATIAL REFERENCE MADE OR SHOWN BETWEEN THE RELATIONSHIP OF THE BOUNDARY LINES SHOWN HEREON AND EXISTING GROUND FEATURES, EASEMENTS OR LEASE AREA IS INTENDED TO BE APPROXIMATE AND IS SUBJECT TO VERIFICATION BY RESOLVING THE POSITION OF THE BOUNDARY LINES.
  17. THE CONTRACTOR TO VERIFY THE LATEST/CURRENT RE DESIGN.
- THE CONTRACTOR TO VERIFY THE LATEST/CURRENT RF DESIGN.
   WHERE APPLICABLE, CONTRACTOR SHALL PROVIDE SEPARATE PLANS, SPECIFICATIONS, FEES AND PERMITS FOR ANY REVISION TO ANY FIRE SPRINKLER AND/OR ALARM SYSTEM ON THE PREMISES AS MAY BE NEEDED TO COMPLETE THE WORK DEPICTED HEREIN, USING A C-10 LICENSED SUBCONTRACTOR FOR ALL SUCH WORK.

(E) BUILDING SEE SITE PLAN (E) BUILDING (E) MONOPINE W/ (E) AT&T ANTENNAS the (E) BUILDING Ľ - (E) AT&T EQUIPMENT LEASE AREA W/ (E) & (N) AT&T EQUIPMENT (E) 10'-0" SITE ACCESS ROUTE APN: 142-20-002 (E) BUILDING (E) SITE ACCESS (E) BUILDING HANOVER ST











Attachment A, Page 28





# NOTICE

EXISTING MONOPOLE TO BE ANALYZED BY OTHERS. STREAMLINE ENGINEERING & DESIGN INC. IS NOT RESPONSIBLE FOR THE EVALUATION OF THE EXISTING POLE, BASE PLATE, ANCHOR BOLTS, FOUNDATION OR ANTENNA/RRU MOUNT FRAMING & CONNECTIONS FOR THE EXISTING AND NEW LOADING CONDITIONS.



# LICENSE AGREEMENT BETWEEN CITY OF PALO ALTO AND PTI US TOWERS II, LLC

This License Agreement (this "<u>Agreement</u>"), dated as of \_\_\_\_\_\_ (the "<u>Effective Date</u>"), is entered into by the **CITY OF PALO ALTO**, a California chartered municipal corporation (the "<u>City</u>"), and **PTI US TOWERS II, LLC**, a Delaware limited liability company (the "<u>Licensee</u>") (individually, a "<u>Party</u>"; collectively, the "<u>Parties</u>"), in reference to the following:

# RECITALS:

A. The City owns real property located at 2675 Hanover Street, Palo Alto, California 94304, commonly referred to as Fire Station No. 2 and/or Mayfield Station (the "<u>Property</u>"), as more particularly described in **Exhibit B**, attached hereto and made a part hereof.

B. The Property is not located in the public right-of-way and the City is licensing the Property in its proprietary capacity; thus neither 47 U.S.C. Sections 253, 332(c)(7) or 1455(a), the FCC rules promulgated thereunder, nor California Government Code Section 65964.1 applies to this License Agreement or the City's decision to license the Property to Licensee.

C. The City and Pacific Bell Wireless, LLC, a Nevada limited liability company ("<u>Pac</u> <u>Bell</u>") entered into that certain Lease (the "<u>2003 Lease</u>"), dated as of December 1, 2003 for the use of approximately 174 square feet of the Property (as more particularly set forth in the 2003 Lease, the "<u>Original Premises</u>").

D. The City and T-Mobile West Corporation ("<u>TMO</u>") (as successor-in-interest to Pac Bell), entered into that certain Amendment No. 1 to Lease Agreement (the "<u>First Amendment</u>"; together with the 2003 Lease, the "<u>Original Lease</u>"), dated as of June 22, 2012, pursuant to which TMO and the City expanded the Original Premises to include an additional 400 square feet of the Property (as more particularly set forth in the First Amendment and inclusive of the Original Premises, the "<u>Premises</u>").

E. The Fiberglass Treepole (the "<u>Tower</u>") as described in the Original Lease and placed within the Expanded Premises was sold and assigned by TMO to Licensee and as a result, the Licensee desires to continue to use the Premises, shown and described more particularly in **Exhibit C-1** attached hereto and made a part hereof, to operate communications facilities ("<u>WCFs</u>") as contemplated by the Original Lease.

F. The City desires to permit the Licensee's use of the Premises under the covenants, terms and conditions (the "<u>Provisions</u>") set forth below.

## AGREEMENT:

In consideration of Recitals A through F, which are made a substantive part of this Agreement, and the following Provisions, the Parties agree, as follows:

### Section 1.0 PREMISES

- 1.1 Subject to the Provisions hereof, the City grants to the Licensee a right to use the Premises for purposes of operating and/or leasing WCFs.
- 1.2 The City grants to the Licensee a right to the non-exclusive use of a portion of the Property for the sole purpose of operating cabling and associated hardware, including utility runs incidental to the WCFs between the WCFs and the Tower, together with the right to ingress and egress thereon.
- 1.3 In addition to the Licensee's use of the Premises, the City grants to the Licensee a non-excusive easement in and through that portion of the Property, described at Exhibit C-2, for the sole purpose of affording the Licensee with access to the Premises (the "<u>Access Easement</u>"). The term of the Access Easement is coterminous with this Agreement; without further notice by the City the Access Easement shall terminate at the same time as this Agreement.

### Section 2.0 PURPOSE

2.1 The purpose of this Agreement is to provide for the continuation of the uninterrupted service, replacement, maintenance, modification, upgrade and operation of the WCFs at the Premises at the Licensee's sole cost and expense.

### Section 3.0 ALLOWABLE SERVICES AND USES

- 3.1 <u>Permitted Uses</u>. The Licensee may use the Premises to provide the following:
  - A. During the Term, the Licensee shall use the Premises only for the purpose of installing, removing, replacing, maintaining, modifying, upgrading and operating, at its sole cost and expense, the WCFs. The WCFs consist of radio, telephone and communications equipment and antennas installed and used to send and receive radio signals to and from cellular telephones and other mobile devices and to connect those signals to radio, telephone or other wireless communications facilities either directly, by means of cables or indirectly, by means of transmitting and receiving facilities (including microwave antennas and GPS antenna) located at the Premises.
  - B. The Licensee's uses of the Property and the Premises shall be subject to the

following terms and conditions:

- 1. The Licensee's use of the Property is non-exclusive, and its use of the Premises is exclusive.
- 2. The Licensee's operations at the Premises shall comply at all times with all applicable laws, rules and regulations regarding electromagnetic emissions. The Licensee shall conduct reasonably necessary tests after its WCFs are constructed at the Premises to ensure that its WCFs are in compliance with all applicable laws, rules and regulations regarding electromagnetic emissions. The tests shall be conducted by a licensed professional engineer, and the written results of such tests shall be delivered to the City's Real Property Manager consistent with section 16.2 of this Agreement.
- 3. In constructing and operating its WCFs, the Licensee shall comply with and include the following items in its plans and operating procedures for its facilities:
- a. The Licensee shall not permit any unreasonable odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Premises, nor take any action which would constitute a nuisance or would disturb, obstruct or endanger any other occupants or use of the site or interfere with their use of their respective premises.
- b. The Licensee shall operate the Premises in a manner that will not cause interference to the City as of the Effective Date, including, but not limited to, any irrigation system and landscaping installed by the City. Prior to any construction at the Premises, the Licensee shall coordinate its placement of its WCFs to ensure that placement does not conflict with the City's irrigation systems and landscaping. The Licensee shall repair any damage to the City's property caused by the construction of its WCFs, including, but not limited to, any damage caused to the City's irrigation system and landscaping.
- c. The Licensee's operations shall at all times be conducted in compliance in all applicable federal, state and local laws, rules and regulations, including, but not limited to, laws and regulations regarding environmental and occupational safety and all Federal Communications Commission requirements. The Licensee shall submit all required hazardous materials filings (if required) and obtain all required approvals prior to installing its batteries or any other hazardous materials.
- d. Prior to engaging in any new construction at the Premises, the Licensee shall provide the City with evidence that all permits required from any agencies
having pre-construction jurisdiction over the proposed development, including but not limited to building permits and street opening permits, have been authorized and are available.

- e. The Licensee shall post a visible, prominent notice on the Premises listing its emergency procedures, warnings, and emergency contacts.
- f. The Licensee shall maintain all improvements that it places at the Property, including the fence, structure and the equipment.
- g. The Licensee's service lights in the Premises shall remain off unless its service personnel are in the area and require the lights to be turned on to conduct their operation.
- 3.2 <u>Restricted Uses</u>. The above-referenced services and uses shall be the only services and uses permitted at, on, or from the Premises. The Licensee shall not use the Premises for any other purpose, or to engage in, or permit, any other business activity within or from the Premises.

## Section 4.0 TERM; EXTENSION OF TERM

- 4.1 This Agreement shall be effective and binding on the Parties as of the Effective Date. The initial term ("<u>Term</u>") of this Agreement shall commence on the first day of the month following the Effective Date (the "Commencement Date"), and end on the date that is ten (10) years thereafter (the "<u>Expiration Date</u>").
- 4.2 The Term will be extended automatically for two (2) additional terms of five (5) years each (each an "Extension Term"), unless either Party provides the other Party with written notice of intent not to extend the then-current term. In order to be effective, such notice must be delivered, consistent with Section 16 of this Agreement, no later than three (3) months prior to the expiration of the then-current term.

#### Section 5.0 LICENSE FEE; PAYMENT PROCEDURE; LATE PAYMENT FEE

- 5.1 <u>Fees</u>.
  - A. <u>License Fees</u>. Licensee shall pay the City a license fee (the "<u>License Fee</u>") of Eighty-Five Thousand and 00/100 Dollars (\$85,000.00) per year (adjusted annually as provided herein) as consideration for Licensee's use of the Premises, which shall become due and payable in accordance with the payment procedures set forth in section 5.3 below. The License Fee will increase by three percent (3.0%) each contract year.

- B. <u>Telecommunication Application Processing Fee</u>. The Licensee shall pay a one-time fee of Two Thousand Seven Hundred Sixty Eight Dollars (\$2,768.00) (the "<u>Application Fee</u>") to the City. The Application Fee shall be due within sixty (60) days after the Effective Date. In the event that the Licensee does not pay the Application Fee on or before the date due, the Licensee shall be deemed in breach of this Agreement and the City may terminate this Agreement according to Section 14.1.A.1 below.
- C. <u>Failure to pay</u>. The Licensee shall be deemed in default and subject to Termination provisions of section 14 of this Agreement and/or Late Payment Fee provisions of section 5.4 if the applicable Application Fee is not paid in accordance with section 5.1(B) and/or the License Fee is not paid within fifteen (15) days following Licensee's receipt of notice from the City that such Application Fee or License Fee is past the due dates set forth in Section 5.3 below.
- 5.2 [Intentionally omitted].

## 5.3 <u>Payment Procedures</u>

- A. <u>License Fee Payment Schedule</u>.
  - 1. <u>First Year</u>. The License Fee for the first year shall be due and payable to the City within sixty (60) days after the Commencement Date.
  - 2. <u>Subsequent Years</u>. For all subsequent contract years, the License Fee shall be due and payable on the anniversary of the Commencement Date. In the event this Agreement expires or is otherwise terminated, the City will not return any portion of the License Fee.
- B. <u>Payment Delivery</u>. The License Fee shall be made payable by check or other negotiable instrument to "CITY OF PALO ALTO" and delivered to or at the Revenue Collections Division, 250 Hamilton Avenue, PO Box 10250, Palo Alto, CA 94303. The designated place of payment may be changed at any time by the City upon thirty (30) days' prior written notice to the Licensee.
- C. <u>No Waiver</u>. The Licensee agrees that the City's acceptance of any applicable 'late paid' or 'incorrect amount' License Fee shall not constitute a waiver by the City of any default or breach and shall not bar the City from enforcing its right to collect the Late Payment Fee or exercising any other remedy provided in this Agreement or by applicable law.
- D. <u>Rental Documentation</u>. The City hereby agrees to provide to Licensee a complete

and fully executed Internal Revenue Service Form W-9 upon execution of this Agreement, and from time to time during the Term of this Agreement upon Licensee's written request.

- 5.4 <u>Late Payment Fee</u>. If the City does not receive payment of the License Fee or the Application Fee within five (5) days of the applicable fee's date due, or payment of any other sum then due and payable by the Licensee, then the Licensee shall pay a fee equal to two percent (2%) of the applicable fee then due and payable yet remaining unpaid (the "<u>Late Payment Fee</u>") plus an administrative fee of forty-five dollars (\$45.00) or any fee established by the Municipal Fee Schedule, whichever fee is higher (the "<u>Administrative Fee</u>"). The total sum of all fees (as applicable, the License Fee, the Application Fee, the Late Payment Fee, the Administrative Fee or the Overhead Fee) then due and owning shall become immediately due and payable to the City.
  - A. The City's acceptance of any fee or fees due and payable by the Licensee that is or are paid late shall in no event constitute a waiver of the Licensee's default with respect to such overdue payment, nor shall the Licensee's failure to pay bar the City from exercising any other rights and remedies granted hereunder or by any provision of law.

## Section 6.0 MAINTENANCE AND REPAIR

- 6.1 <u>WCF Maintenance and Repairs</u>. The Licensee, at its sole cost and expense, shall perform its WCF's maintenance and repairs, including, without limitation, all painting and all maintenance of landscaped areas necessary to keep the Premises and all improvements thereto in first-class order, repair and condition, and shall keep the Premises in a safe, clean, wholesome, and sanitary condition to the complete satisfaction of the City, and in compliance with all applicable laws, during the Term.
- 6.2 <u>Other Maintenance and Repairs</u>.
  - A. The Licensee shall maintain, at its expense, all equipment, trade fixtures and any other improvements it installs at the Premises that are required for the maintenance and operation of the Premises. The Licensee waives the right to make repairs at the expense of the City and the benefit of the provisions of Sections 1941 and 1942 of the California Civil Code relating thereto; and further agrees that if and when any repairs, alterations, additions or betterments shall be made by the Licensee as required by this Agreement, the Licensee shall promptly pay for all labor done or materials furnished and shall keep the Premises free and clear of any lien or encumbrance of any kind whatsoever.
  - B. If the Licensee fails to commence any repairs or perform any maintenance work, for which it is responsible hereunder, within thirty (30) days of receipt of written notice

from the City, the City shall have the option to make the repairs and invoice the Licensee for those costs, and the Licensee shall within ten (10) days of receipt of a bill therefor from the Real Property Manager, reimburse the City for the cost of such repairs, which payment shall include a fifteen percent (15%) administrative overhead fee (the "<u>Overhead Fee</u>"). The City's performance of such repairs or performance of maintenance shall in no event be construed as a waiver of the duty of the Licensee to make repairs or perform maintenance as required by this Agreement.

## Section 7.0 CONSTRUCTION AND/OR ALTERATION BY THE LICENSEE

- 7.1 <u>City's Consent</u>.
  - A. A WCF currently exists on the Premises in approximately the configuration shown on the plans attached at Exhibit C-3. No other WCFs or other facilities shall be constructed, nor shall the existing WCF be modified without the prior written consent of the City (which may act in either or both its proprietary capacity as Licensor or its regulatory capacity in enforcing City ordinances, resolutions, policies, rules or regulations). The Parties acknowledge that, to the extent the City acts in its proprietary capacity, neither 47 U.S.C. Sections 253, 332(c)(7) or 1455(a), the FCC rules promulgated thereunder, nor California Government Code Section 65964.1 applies to the City's decision to approve modifications to the existing WCF.
  - B. Notwithstanding paragraph A, the Licensee may replace, substitute or modify any part of the WCFs without the City's consent provided that such replacements, substitutions and modifications are contained within the Licensee's equipment enclosure or do not materially alter the size or weight of the Licensee's improvements at the Premises and provided that the Licensee complies with applicable City ordinances, resolutions, policies, rules and regulations relating to zoning approvals and building permits applicable to the WCFs.
- 7.2 <u>Trade Fixtures</u>. The Licensee may, at any time and at its sole cost and expense, install and place business fixtures and equipment within any structure at the Premises, provided that written notice of such fixtures and their installation have been provided to the City's Real Property Manager.
- 7.3 <u>Building Permit Final Inspection</u>. Upon completion of construction of any building, structure or facility, the Licensee shall submit to the Real Property Manager, a copy of the building permit issued to the Licensee, which shows the final inspection has been completed and approved, in writing, by the City.

## Section 8.0 OWNERSHIP OF IMPROVEMENTS

- 8.1 Improvements to Real Property. All improvements constructed, erected or installed at the Premises must be free and clear of all liens, claims, or liability for labor or material. Upon the expiration or earlier termination of this Agreement, the City at its option may require the Licensee to remove its improvements including, but not limited to, the foundations, and may further require the Licensee to repair to the satisfaction of the City any damage to the Premises caused by such removal within ninety (90) days after the Licensee's receipt of the City's request that the Licensee shall remove such improvements; provided, that the Licensee may be required to remove underground conduit installed by it during the Term and provided that the Licensee receives the City's request to remove such improvements within fifteen (15) days from the expiration or earlier termination of this Agreement.
- 8.2 <u>Personal Property</u>. Title to all equipment, furniture, furnishings and trade fixtures placed by the Licensee at the Premises shall remain the property of the Licensee, and replacements, substitutions and modifications thereof may be made by the Licensee during the Term. The Licensee will remove all of its equipment, fixtures and furnishings within ninety (90) days after the expiration or earlier termination of this Agreement, provided that the Licensee shall repair to the reasonable satisfaction of the Real Property Manager any damage to the Premises and improvements caused by such removal.
  - A. The City acknowledges the Licensee may enter into financing arrangements, including issuance of promissory notes and financial and security agreements for the financing of the Licensee's equipment (the "<u>Collateral</u>") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, City subject to Section 7.1 requirements consents to the assignment of rights in the Collateral, disclaims any interest in the Collateral, as fixtures or otherwise, and agrees the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any license fee or any other fee due or to become due and payable to the City, and such Collateral may be removed at any time without recourse to legal proceedings.

## Section 9.0 "AS BUILT" PLANS

9.1 Upon completion of any major Licensee-constructed improvements, the Licensee shall provide the Real Property Manager with a complete set of reproducible "as built plans," reflecting the actual construction at the Premises.

#### Section 10.0 DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS

- 10.1 If the Premises are, in whole or in part, damaged or destroyed, then:
  - A. If wholly damaged or destroyed so that the Premises are rendered permanently unusable for reconstruction of a WCF site, this Agreement shall terminate and the Licensee shall be liable for the License Fee up to the time of such damage or

destruction and any License Fee pre-paid by the Licensee shall be returned; or

- B. If only partially damaged or destroyed and still usable for construction or use as a WCF, the Licensee shall, within a reasonable time, not to exceed thirty (30) days from the date of the Licensee's receipt of notice of the damage or destruction, notify the City, in writing, of its intent to either:
  - 1. terminate this Agreement, in which case Licensee shall be liable for the License Fee only up to the time of City's receipt of Licensee's notice and any License Fee prepaid by the Licensee applicable to the period after receipt of such notice shall be returned to the Licensee, or
  - 2. continue operating under this Agreement, in which case, the Licensee within a reasonable time shall repair the Premises and the WCFs, with a proportional and reasonable reduction of the License Fee from the date notice is received by the City until the date the Premises and the WCFs are usable.

## Section 11.0 UTILITIES CHARGES

11.1 <u>Payment Required</u>. The Licensee shall pay, prior to delinquency, all charges for utilities goods and services delivered or supplied to the Premises by the City at the rate charged by the City's Department of Utilities and/or Department of Public Works or any other City department.

#### Section 12.0 INSURANCE

12.1 General. Unless the City's insurance risk manager agrees, in writing, to accept the Licensee's self-insurance in fulfillment of these insurance requirements, the Licensee shall obtain and maintain at all times during the Initial Term and the Extension Term, if any, commercial general liability insurance and commercial automotive liability insurance protecting the Licensee in an amount of two million dollars (\$2,000,000) per occurrence (combined single limit), including death, bodily injury and property damage, and not less than two million dollars (\$2,000,000) aggregate, for each personal injury or death liability, products-completed operations, and each accident. Such insurance, pursuant to ISO Form No. GC2010 or equivalent or other commercially reasonable form acceptable to the City's insurance risk manager, shall include the City, its council members, officers, employees, and agents as an additional insured as respects liability arising out of the Licensee's negligent performance of any Work that it performs or may be authorized to perform under this Agreement. Coverage shall be provided in accordance with the limits specified and the Provisions indicated herein. Claims-made policies are not acceptable. Such limits may be satisfied by a combination of primary and umbrella policies. Licensee will make best efforts to notify the City within 30 days of receipt of notice from its insurer regarding

any cancellation or termination of any insurance policies. The Licensee shall be responsible for notifying the City of such change or cancellation.

- 12.2 <u>Certificates</u>. The Licensee shall file the required original certificate(s) of insurance with blanket additional insured endorsements with the City's insurance risk manager, with a copy to the Utilities Director, subject to the City's prior approval. The certificate(s) shall clearly state or provide:
  - Policy number; name of insurance company; name, address and telephone number of the agent or authorized representative; name and address of insured; project name and address; policy expiration date; and specific required coverage amounts;
  - B. With the certificate(s), the Licensee shall provide prior written notice of cancellation to the City that is unqualified as to the acceptance of liability for failure to notify the City; and
  - C. That the Licensee's required insurance is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have, and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.
- 12.3 <u>Notice</u>. The certificate(s) of insurance with blanket additional insured endorsements and notices shall be mailed to: (a) City of Palo Alto, Utilities Department, P.O. Box 10250, Palo Alto, CA 94303, Attn.: Electrical Engineering Manager; and (b) City of Palo Alto, Public Works Department, P.O. Box 10250, Palo Alto, CA 94303, Attn.: Supervising Project Engineer.
- 12.4 <u>Other Coverage</u>. Unless the City permits the Licensee to self-insure, the Licensee shall obtain and maintain at all times during the Initial Term and the Extension Term, if any, statutory workers' compensation and employer's liability insurance or qualify as a self-insurer in an amount not less than one hundred thousand dollars (\$100,000) or such other amounts as required by Law, and furnish the City with a certificate showing proof of such coverage.
- 12.5 <u>Insurance Rating</u>. Any insurance provider of the Licensee shall be admitted and authorized to do business in California and shall be rated at least A-:VII in <u>Best's Key Rating Guide</u>. Insurance certificates issued by non-admitted insurance companies will not be acceptable to the City.
- 12.6 <u>Deductibles</u>. Prior to the execution of this Agreement, any self-insured retentions must be stated on the certificate(s) of insurance, which shall be sent to the City, and any deductibles shall be reported, in writing, to the City's insurance risk manager. Licensee

hereby certifies Licensor that Licensee has no self-insured retentions.

#### Section 13.0 ASSIGNING, SUBLETTING, AND ENCUMBRANCES

13.1 Transfers. This Agreement conveys no property rights in the Property or the Premises except as specifically provided herein to the Licensee. Licensee shall not, without the prior written consent of City, mortgage, pledge, hypothecate, encumber, assign, or permit any lien to attach to, or otherwise transfer, this License or any interest hereunder, permit any assignment, or other transfer of Licensee's interest in this License or any interest hereunder by operation of law, sublet the Premises or any part thereof, or enter into any license agreement or otherwise permit the occupancy or use of the Premises or any part thereof by any person other than Licensee (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"). Any Transfer requiring City's consent which is made without City's prior written consent shall be null, void, and of no effect, provided that the City acknowledges that as a result of the prior transfers of the Tower, Licensee is currently further sublicensing the Premises to affiliates of T-Mobile USA Inc. (such affiliate, "TMO") and New Cingular Wireless PCS, LLC ("AT&T"; together with TMO, the "Existing Subtenants" and each, an "Existing Subtenant") and that such sublicensees are currently occupying the Premises (the portions of the Premises being occupied by the Existing Subtenants, the "Existing Subtenant Premises").

If Licensee desires City's consent to any new Transfer, Licensee shall notify City in writing, which notice (the "Transfer Notice") shall include (i) the proposed effective date of the Transfer, which shall not be less than thirty (30) days nor more than one (1) year after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "Subject Space"), (iii) all of the terms of the proposed Transfer and the consideration therefor, including calculation of the "Transfer Revenue", as that term is defined in Section 13.2 below, in connection with such Transfer, the name and address of the proposed Transferee, and a copy of all existing executed and/or proposed documentation pertaining to the proposed Transfer, including all existing operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer, (iv) to the extent that the proposed Transferee is not a publicly traded entity, current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, business credit and personal references and history of the proposed Transferee, and (v) any other information required by City. Whether or not City consents to any proposed Transfer, Licensee shall pay City's review and processing fees, as well as any reasonable professional fees (including, without limitation, attorneys', accountants', architects', engineers' and consultants' fees) incurred by City within thirty (30) days after written request by City.

- 13.2 Transfer Revenue. If City consents to a Transfer, as a condition thereto which the parties hereby agree is reasonable, Licensee shall pay to City fifty percent (50%) of "Transfer Revenue," as that term is defined in this Section 13.2, when due by Transferee from such Transfer ("Transfer Premium"). "Transfer Revenue" shall mean all rent, additional rent, or other consideration payable by an Existing Subtenant (subject to the terms hereof) or a Transferee and shall also include, but not be limited to, any payment in excess of fair market value for services rendered by Licensee to Transferee or for assets, fixtures, or equipment transferred by Licensee to Transferee in connection with such Transfer. For purposes of calculating any such effective rent, all such concessions shall be amortized on a straight-line basis over twelve (12) months. The Transfer Premium shall be abated during a period when the License Fee payable by Licensee under this License exceeds the total Transfer Revenue from all sources due to Licensee. Notwithstanding the foregoing, amounts received by Licensee by any Existing Subtenant shall only be included within the definition of "Transfer Revenue" if such revenue is payable with respect to (i) a sublease or license of portions of the Premises above and beyond the Existing Subtenant Premises, (ii) a proposed full assignment of the rights hereunder to an Existing Subtenant, or (iii) an equipment modification or other amendment to the site lease agreements memorializing the lease of the Existing Subtenant Premises by the applicable Existing Subtenant (the "Existing Subleases") pursuant to which Licensee is paid revenue that is above and beyond what is scheduled to be paid as of the Effective Date pursuant to the terms of the Existing Subleases.
- 13.3 Effect of Transfer. If City consents or had previously consented to a Transfer, (i) the terms and conditions of this License shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Licensee or a Transferee, (iii) Licensee shall deliver to City, promptly after execution, an original executed copy of all documentation pertaining to the Transfer, including amendments, in form reasonably acceptable to City, (iv) Licensee shall furnish a complete statement, certified by an independent certified public accountant, or Licensee's chief financial officer, setting forth in detail the computation of any Transfer Revenue Licensee has derived and shall derive from such Transfer, and (v) no Transfer relating to this License or agreement entered into with respect thereto, whether with or without City's consent, shall relieve Licensee or any guarantor of the License from any liability under this License, including, without limitation, in connection with the Subject Space. City or its authorized representatives shall have the right to audit the books, records, and papers of Licensee relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Revenue respecting any Transfer shall be found understated, Licensee shall, within thirty (30) days after demand, pay the deficiency, and if understated by more than two percent (2%), Licensee shall pay City's reasonable costs of such audit.
- 13.4 <u>Occurrence of Default</u>. Any Transfer hereunder shall be subordinate and subject to the provisions of this License, and if this License shall be terminated during the term of any Transfer, City shall have the right to: (i) treat such Transfer as cancelled and repossess the Subject Space by any lawful means, or (ii) require that such Transferee attorn to and

recognize City as its landlord under any such Transfer. If Licensee shall be in default, City is hereby irrevocably authorized to direct any Transferee to make all payments under or in connection with the Transfer directly to City (which City shall apply towards Licensee's obligations under this License) until such default is cured. Such Transferee shall rely on any representation by City that Licensee is in default hereunder, without any need for confirmation thereof by Licensee. Upon any assignment, the assignee shall assume in writing all obligations and covenants of Licensee thereafter to be performed or observed under this License. No collection or acceptance of rent by City from any Transferee shall be deemed a waiver of any provision of this Section 13 or the approval of any Transferee or a release of Licensee from any obligation under this License, whether theretofore or thereafter accruing. In no event shall City's enforcement of any provision of this License against any Transferee be deemed a waiver of City's right to enforce any term of this License against Licensee or any other person. If Licensee's obligations hereunder have been guaranteed, City's consent to any Transfer shall not be effective unless the guarantor also consents to such Transfer.

13.5 Transfer to an Affiliate. The Licensee shall have the right to assign its rights under this Agreement, in whole or in part, to any of its parent companies, subsidiaries, affiliates, or successor legal entities, or to any entity acquiring substantially all the assets of the Licensee in the market defined by the Federal Communications Commission in which the Property is located, or as otherwise permitted by applicable law. As used herein, "affiliates" means an entity which is controlled by, controls, or is under common control with, Licensee. Licensee shall deliver written notification of any such assignment within ten (10) days following the assignment, and shall further provide City written documentation showing that any such assignee has affirmatively assumed all the relevant obligations under this Agreement, arising from and after the date of such assignment with respect to the portion of the rights assigned. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which consent will not be unreasonably withheld, delayed or conditioned. This Agreement is personal to the Licensee; any unrelated third party shall apply for a new agreement with the City upon the expiration or earlier termination of this Agreement.

#### Section 14.0 TERMINATION OF AGREEMENT

- 14.1 <u>Termination by the City</u>.
  - A. The City may terminate this Agreement upon the occurrence of any of the following events:
    - Upon a breach by the Licensee regarding any Provision, which the Licensee has not commenced to cure within the time specified, or if no time period is specified, within thirty (30) days of receipt of written notice of default from the City.

- 2. If the Licensee files a petition under any chapter of the U.S. Bankruptcy Code, (or any similar petition under any insolvency law of any jurisdiction), or has filed against it any such petition which is not dismissed within sixty (60) days of the date filed, or if the Licensee proposes any dissolution, liquidation or composition, with creditors, makes an assignment for the benefit of its creditors, or if a receiver, trustee, custodian or similar agent is appointed with respect to or takes possession of any material portion of the property or business of the Licensee.
- 3. If the City determines, in its sole and reasonable discretion, that it requires the Property or Premises or any portion thereof for security reasons due to federal, state or local law or regulation related to the design, maintenance or protection of critical infrastructure, or as otherwise may be necessary to protect the safety of City's critical infrastructure facilities. City agrees to provide Licensee with twelve (12) months advanced written notice of any such need for property, except in cases where federal, state or local law or regulation require the City to act sooner. City will make a good faith effort to work with Licensee to identify an alternative location reasonably acceptable to the Parties and Licensee shall be allowed, if necessary, in Licensee's reasonable determination, to place a temporary installation on the Property in a mutually agreeable location until the earlier to occur of (a) Licensee's WCF on such alternative location is operational, or (b) the expiration of twenty-four (24) months after the date Licensee first installed such temporary installation.
- B. Upon the occurrence of any of the events described in this section, the City may:
  - 1. At the City's sole option, cure any such default by performance of any act, including payment of money, and the cost thereof, plus reasonable administrative cost, shall become immediately due and payable by the Licensee to the City;
  - 2. Seek an action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the City;
  - 3. Seek a mandamus or other suit, action or proceeding at law or in equity to enforce its rights against the Licensee and any of its officers, agents, and employees and its assigns, and to compel it to perform and carry out its duties and obligations under the law and its covenants and agreements with the City, as provided herein; or
  - 4. Pursue any other remedy available by law or specifically provided in this

Agreement.

C. Notwithstanding anything to the contrary contained herein however, in the event of a default or breach which cannot reasonably be cured within the specified period (or if no period is specified within thirty (30) days), the Licensee shall have such additional period of time as reasonably determined by City to cure any default or breach of this Agreement. Each and all of the remedies given to the City hereunder or by any law now or hereafter enacted, are cumulative and the exercise of one right or remedy shall not impair the right to the City to exercise any or all other remedies. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, then, and in every such case, the Parties shall be restored to its and their former position and rights and remedies as if no such suit, action or proceedings had been brought or taken.

#### 14.2 <u>Termination of this Agreement by the Licensee</u>.

- A. The Licensee may terminate this Agreement at any time upon 180 days prior written notice to the City; provided that in the event of such early termination, no portion of the then current year's License Fee shall be refunded to the Licensee if that fee has already been paid to the City but if not already paid to the City then the Licensee shall only be required to pay the License Fee for the period ending on the effective date of such termination. The right of the City to collect the License Fee from the Licensee shall survive the early termination of this Agreement.
- B. If the Licensee and PG&E do not enter into the PG&E License or the PG&E License expires or terminates, the Licensee may terminate this Agreement, which termination shall be effective upon the receipt of notice of termination delivered to City.

#### Section 15.0 RESERVED

## Section 16.0 NOTICES

16.1 All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder to be given by either Party to the other, shall be in writing and shall be sufficiently given and served upon the other Party if (1) personally served on the City, (2) sent by United States Postal Service certified mail, postage, prepaid, or (3) sent by express delivery service. Personal service shall include, without limitation, service by delivery service. Delivery of notices properly addressed shall be deemed complete when the notice is physically delivered or upon refusal of delivery by the Real Property Manager or the City Clerk or by the Licensee.

16.2 All notices issued pursuant to this Agreement shall be addressed as set forth below or as either Party may subsequently designate by written notice.

## TO: <u>THE CITY</u>

Real Property Manager CITY of Palo Alto P.O. Box 10250 250 Hamilton Avenue Palo Alto, CA 94303

## TO: THE LICENSEE

PTI US Towers II, LLC c/o Phoenix Tower International Investments, LLC 999 Yamato Road, Suite 100 Boca Raton, Florida 33481 Attention: US General Counsel (Site: US-CA-1195)

With a copy to:

City Clerk, City of Palo Alto P.O. Box 10250 250 Hamilton Avenue Palo Alto, CA 94303 FAX: (650) 329-2646

And

City Attorney, City of Palo Alto P.O. Box 10250 250 Hamilton Avenue Palo Alto CA 94303 FAX: (650) 329-2646

## Section 17.0 ATTACHMENTS TO AGREEMENT

17.1 This Agreement includes the following exhibits, which are attached hereto and by this reference incorporated into this Agreement:

Exhibit A – General Conditions Exhibit B - Description of Licensed Property Exhibit C-1 – Legal Description of the Premises Exhibit C-2 – Legal Description of the Access Easement Exhibit C-3 – Plans showing Tower

17.2 **Exhibit A** (GENERAL CONDITIONS) contains standard City general conditions applicable to this Agreement; in the event of a conflict between the foregoing clauses in this Agreement and the provisions of **Exhibit A**, the foregoing clauses shall take precedence.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

THE CITY:

THE LICENSEE:

PTI US Towers II, LLC, a Delaware limited liability company

City Manager

Name:\_\_\_\_\_

APPROVED AS TO FORM:

Its:\_\_\_\_\_

City Attorney

ATTEST:

**RECOMMENDED FOR APPROVAL:** 

City Clerk

Real Property Manager

## **EXHIBIT A**

## **GENERAL CONDITIONS**

#### 1. GENERAL:

"City" also shall mean the Council of the City of Palo Alto.

Clauses in this Agreement refer to specific officers or employees of the City. Should these positions be eliminated or the title changes, it is understood and agreed that such references shall be considered to be to the new title for renamed positions or to the replacement official designated with the responsibilities of any eliminated position. Any reference to a City officer or employee includes a reference to the officer's or employee's designated representative.

## 2. PARTNERSHIP/CORPORATE AUTHORITY & LIABILITY

If the Licensee is a partnership, each general or limited partner:

- A. represents and warrants that the partnership is a duly qualified partnership authorized to do business in Santa Clara County; and
- B. shall be jointly and severally liable for performance of the terms and provisions of this Agreement.

If the Licensee is a corporation, each individual signing this Agreement on behalf of the Licensee represents and warrants that;

- A. he is duly authorized to do so in accordance with an adopted Resolution of the Licensee's Board of Directors or in accordance with the Bylaws of the corporation; and
- B. The Licensee is a duly qualified corporation authorized to do business in State of California.

#### 3. TIME

Time is of the essence of this Agreement.

#### 4. SIGNS

The Licensee agrees not to construct, maintain, or allow any sign to be placed upon the Premises except as may be approved by the City. Unapproved signs, banners, etc., may be removed by the City.

## 5. PERMITS AND LICENSES

The Licensee shall be required to obtain any and all permits and/or licenses which may be required in connection with the operation of, and any approved Licensee construction upon, the Premises set forth in this Agreement.

## 6. MECHANICS LIENS

The Licensee shall at all times indemnify and save the City harmless from all claims for labor or materials supplied to the extent arising from the Licensee's construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including reasonable attorney fees. The Licensee shall provide the City with at least ten (10) days written notice prior to commencement of any work which could give rise to a mechanics lien or stop notice. Upon at least forty-eight (48) hours' notice to the Licensee, the City reserves the right to enter upon the Premises for the purposes of posting Notices of Non-Responsibility; the Licensee may accompany the City's representative during any such entry.

In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation by the Licensee, the Licensee shall either:

- A. Record a valid release of lien; or
- B. Deposit sufficient cash with the City to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or
- C. Procure and record a bond in accordance with Section 8424 of the Civil Code, which releases the Premises from the claim of the lien from any action brought to foreclose the lien.

Should the Licensee fail to accomplish one of the three optional actions within the statutory period after the filing of such a lien, Licensee shall be deemed in breach of this Agreement and the City may terminate this Agreement according to the provisions of Section 14 of the Agreement.

## 7. ORGANIZATION AND RULES OF CONSTRUCTION

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement.

All the terms and provisions hereof shall be construed to effectuate the purposes set forth herein, and to sustain the validity hereof.

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or restrict any of the terms of provisions hereof or be considered or given any effect in construing this Agreement or any provision hereof in ascertaining intent, if any question of intent shall arise.

#### 8. AMENDMENTS

This Agreement sets forth all of the agreements and understandings of the Parties and any modifications must be written and properly executed by both Parties.

## 9. UNLAWFUL USE

The Licensee agrees that no improvements shall be erected, placed upon, operated, nor maintained within the Premises, nor any business conducted or carried on therein or therefrom, in violation of the terms of this Agreement, or of any regulation, order of law, statute, or ordinance of a governmental agency having jurisdiction over the Licensee's use of the Premises.

#### 10. NONDISCRIMINATION

The Licensee and its employees shall not discriminate against any person because of race, color, religion, ancestry, age, sex, national origin, disability, sexual preference, housing status, marital status, familial status, weight or height of such person. The Licensee shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, disability, sexual preference, housing status, marital status, familial status, weight or height of such person. The Licensee covenants that in all of the activities the licensee conducts or allows to be conducted on the Premises, the Licensee shall accept and enforce the statements of policy set forth in Palo Alto Municipal Code Section 9.73.010 regarding human rights and nondiscrimination. If the Licensee is found in violation of the provisions of Palo Alto Municipal Code Section 9.73.010 by a court or administrative body of competent jurisdiction or in violation of the nondiscrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the conduct of its activities under this Agreement by the State of California Fair Employment Practices Commission or the equivalent federal agency or officer, it shall thereby be found in default under this Agreement, and such default shall constitute a material breach of this Agreement. The City shall then have the power to cancel or suspend this Agreement in whole or part.

## 11. INSPECTION

The City's employees and agents shall have the right at all reasonable times to inspect the Premises to determine if the provisions of this Agreement are being complied with provided that reasonable prior written notice has been provided to the Licensee, according to Section 16 of the Agreement, to allow the Licensee to accompany any such inspection. Notwithstanding the foregoing, the City shall not, and shall not have the right to, touch or otherwise interfere with any of the licensee's equipment, fixtures, or improvements located within the Premises.

## 12. HOLD HARMLESS

The Licensee agrees to indemnify, hold harmless and defend the City, its officers, agents and employees against any and all claims, liability, demands, damages and costs (including reasonable attorneys' fees (collectively, the "<u>Claims</u>") to the extent arising out of the negligence, recklessness or willful misconduct of the Licensee except to the extent such Claims are caused by the negligence, recklessness or willful misconduct of the City, its officers, agents, contractors and/or employees.

## **13.** TAXES AND ASSESSMENTS

This Agreement may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to the possessory interest tax) which become due and payable upon the Premises or upon the Licensee's fixtures, equipment, or other property installed or constructed thereon by the Licensee, shall be the full responsibility of the Licensee and the Licensee shall pay the taxes and assessments prior to delinquency.

#### 14. SUCCESSORS IN INTEREST

Unless otherwise provided in this Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto.

#### 15. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (FORCE MAJEURE)

If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the Party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

#### **16. PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is determined to be invalid, void, or unenforceable, by a court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

## **17. WAIVER OF RIGHTS**

The failure of the City or the Licensee to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that either Party may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the Agreement thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of this Agreement.

## 18. COSTS OF SUSTAINING AN ACTION FOR BREACH OR DEFAULT

In the event either Party commences legal action against the other Party claiming a breach or default of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other cost of sustaining such action, including reasonable attorney fees, as may be fixed by the court.

## **19. RESERVATIONS TO CITY**

The Premises are accepted "as is" and "where is" by the Licensee subject to any and all existing easements, and Encumbrances. The City reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the applications and appurtenances necessary or convenient for connection therewith, in, over, upon, though, across and along the Premises. Notwithstanding anything to the contrary contained here, no right reserved by the City in this clause shall be so exercised as to interfere unreasonably with the Licensee's operation hereunder.

The City agrees that rights granted to third parties by reason of this clause shall contain provisions that the surface of the land shall be restored as nearly as practicable to the original condition upon the completion of any construction.

## 20. HOLDING OVER

In the event the Licensee shall continue in possession of the Premises after the expiration or earlier termination of this Agreement, such possession shall not be considered a renewal of this Agreement but a tenancy from month to month and shall be governed by the conditions, and covenants contained in this Agreement.

## 21. CONDITION OF PREMISES UPON TERMINATION

Upon termination of this Agreement, except as otherwise agreed to herein, the Licensee shall redeliver possession of the Premises to the City in substantially the same condition that existed immediately prior to the Licensee's occupancy, reasonable wear and tear, flood, earthquake, war, and any act of war or other casualty beyond the control of the Licensee excepted.

## 22. DISPOSITION OF ABANDONED PERSONAL PROPERTY

If the Licensee abandons the Premises, as defined by applicable law, or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to the Licensee and left on the Premises for at least forty-five (45) days after such abandonment or dispossession shall be deemed to have been transferred to the City. The City shall have the right to remove and to dispose of such property without liability therefor to the Licensee or to any person claiming under the Licensee, and shall have no need to account therefor.

## 23. RELINQUISMENT OF THE LICENSEE'S INTEREST UPON TERMINATION

Upon termination of this Agreement for any reason, including but not limited to termination because of default by the Licensee, the Licensee shall, at the City's request execute, acknowledge and deliver to the City within thirty (30) days after receipt of written demand thereof, a written document, signed by an official recognized under Section 313 of the California Corporations Code, certifying the Licensee's relinquishment of the Premises. Should the Licensee fail or refuse to deliver the required certification to the City, and the Parties are not then in any dispute or in disagreement regarding termination of this Agreement or an event of breach or default hereunder, the City may prepare and record a notice reciting the failure of the Licensee to execute, acknowledge and deliver such certification and the notice shall be conclusive evidence of the termination of this Agreement, and of all right of the Licensee or those claiming under the Licensee in and to the Premises.

## 24. CITY'S RIGHT TO RE-ENTER

The Licensee agrees to yield and peaceably deliver possession of the Premises to the City after the removal period described in Section 8.1.

Upon giving written notice of termination to the Licensee, the City shall have the right to re-enter and take possession of the Premises after the removal period described in Section 8.1. Termination of the Agreement and re-entry of the Premises by the City shall in no way alter or diminish any obligation of the Licensee under the Agreement terms and shall not constitute an acceptance or surrender.

The Licensee waives any and all rights of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Premises for any reason or in the event the City

re-enters and lawfully re-takes possession of the Premises.

## 25. CONFLICT OF INTEREST

The Licensee warrants and covenants that no official or employee of the City nor any business entity in which any official or employee of the City is interested: (1) has been employed or retained to solicit or aid in the procuring of this Agreement to Licensee's reasonable knowledge; or (2) will be employed in the performance of this Agreement without the divulgence of such fact to the City. In the event that the City determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of the City, the Licensee upon request of the City shall immediately terminate such employment. Violation of this provision constitutes a serious breach of this Agreement and the City may terminate this Agreement as a result of such violation.

#### 26. EMINENT DOMAIN

In the event the whole or any part of the Premises is condemned by a public entity in the lawful exercise of its power of eminent domain, this Agreement shall cease as to the part condemned. The date of such termination shall be the effective date of possession of the whole or part of the Premises by the condemning public entity. The City shall be entitled to and shall receive all compensation related to the condemnation of all or part of the Premises by the exercise of eminent domain.

#### 27. [Intentionally deleted.]

#### 28. POST-ACQUISITION LICENSE

The Licensee hereby acknowledges that its occupancy of the Premises is subsequent to acquisition of the Premises by the City. The Licensee further understands and agrees that as a post-acquisition licensee, the Licensee is not eligible and furthermore waives all claims for relocation assistance and benefits under federal, state or local law.

#### 29. HAZARDOUS SUBSTANCES

A. <u>Definition</u>. As used herein, the term "Hazardous Materials" means any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing risk of injury to health, safety, and property, including petroleum and petroleum products and all of those materials and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the California Water Quality Control Board, the U.S. Department of Labor, the California Department of Industrial Relations, the California Department of Health Services, the California Health and Welfare Agency in connection with the

Safe Water and Toxic Enforcement Act of 1986, the U.S. Department of Transportation, the U.S. Department of Agriculture, the U.S. Consumer Product Safety Commission, the U.S. Department of Health and Human Services, the U.S. Food and Drug Administration or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment. Without limiting the generality of the foregoing, the term "Hazardous Materials" shall include all of those materials and substances defined as "toxic materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, as the same may be amended from time to time.

- B. <u>USE OF PREMISES</u>. During the Term, the Licensee shall abide and be bound by all of the following requirements:
  - 1. The Licensee shall comply with all laws now or hereafter in effect relating to the use of Hazardous Materials on, under or about the Premises, and the Licensee shall not contaminate the Premises, or its subsurfaces, with any Hazardous Materials in violation of applicable law.
  - 2. The Licensee shall restrict its use of Hazardous Materials at the Premises to those kinds of materials that are normally used in constructing and operating communications facilities. Disposal of any Hazardous Materials at the Premises are strictly prohibited. Storage of such permissible Hazardous Materials is allowed only in accordance with all applicable laws now or hereafter in effect. All safety and monitoring features of any storage facilities shall be approved by the City's Fire Chief in accordance with all laws.
  - 3. The Licensee shall be solely and fully responsible for the reporting of all Hazardous Materials releases to the appropriate public agencies, when such releases are caused by or result from the Licensee's activities at the Premises. The Licensee shall immediately inform the City of any release of Hazardous Materials, whether or not the release is in quantities that would otherwise be reportable to a public agency.
  - 4. The Licensee shall be solely and fully responsible and liable for any such releases which are caused by the Licensee at the Premises, or into the City's sewage or storm drainage systems. The Licensee shall take all necessary precautions to prevent any of its Hazardous Materials from entering into any storm or sewage drain system or from being released on the Premises. The Licensee shall remove releases of its Hazardous Materials in accordance with all laws. In addition to all other rights and remedies of the City hereunder, if the release of Hazardous Materials caused by the Licensee is not removed by the Licensee or the Licensee has not commenced removal

within ninety (90) days after the Licensee's receipt of written notice from the City or any other third party, the City may pay to have the same removed and the Licensee shall reimburse the City for such costs within thirty (30) days of the City's demand for payment.

- 5. The City represents that it has no knowledge of any Hazardous Materials on or under the Premises or the Property. The Licensee will not introduce or use any such substance at the Premises in violation of any applicable law. The City shall indemnify and hold the Licensee harmless from and against all claims, actions, damages, fines, liabilities, costs and expenses (including attorneys' and expert fees) arising, directly or indirectly, from the deposit of any Hazardous Materials on or under the Property or the Premises, unless said materials were actually deposited on the Property or the Premises by the Licensee. This obligation to indemnify the Licensee shall include damages, costs and expenses incurred in connection with any investigation, cleanup, remediation, monitoring, removal or restoration related to the presence of any substance. This indemnity shall survive the expiration or termination this Agreement. The Licensee shall indemnify and hold harmless the City from and against all claims, actions, damage, fines, liabilities, costs and expenses (including attorneys' and expert fees) arising, directly or indirectly, from the deposit by the Licensee of any Hazardous Materials on or under the Property or the Premises during the Term, unless said materials were actually deposited onto the Property or the Premises by the City; provided however, that this indemnity shall not apply to claims, actions, damages, fines, liabilities, costs and expenses, (including attorneys' and expert fees) arising from acts or omissions by third parties. This obligation to indemnify by either Party shall include damage, costs and expenses incurred in connection with any investigation, cleanup, remediation, monitoring, removal or restoration related to the presence of any substance. This indemnity shall survive the expiration or termination of this Agreement.
- 6. Each Party's obligations under this Clause shall survive the expiration or earlier termination of this Agreement.

## **30.** ALL COVENANTS ARE CONDITIONS

All provisions of the Agreement are expressly made conditions.

## **31. PARTIES OF INTEREST**

Nothing in this Agreement, expressed or implied, is intended to, or shall be construed to, confer upon or to give to any person or party other than the City and the Licensee the covenants,

condition or stipulations hereof. All covenants, stipulations, promises and agreements in this Agreement shall be for the sole and exclusive benefit of the City and the Licensee.

## **32.** INTERFERENCE

The Licensee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to any equipment of the City or other licensees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed the Licensee's equipment causes such interference, and after the City has notified the Licensee in writing of such interference, the Licensee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at the Licensee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will the City be entitled to terminate this Agreement or relocate the equipment as long as the Licensee is making a good faith effort to remedy the interference issue. The City agrees that the City and/or any other licensees or tenants of the Property who in the future take an interest in the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to the then-existing equipment of the Licensee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

## EXHIBIT B

## LEGAL DESCRIPTION OF THE PROPERTY

# THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALO ALTO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Beginning at a concrete highway monument set on the Southwesterly line of El Camino Real (State Highway) opposite engineer's station 144+27.00 as surveyed by the California division of Highways as said Southwesterly line was established by that decree in condemnation, a certified copy of which decree was filed for record in the office of the Recorder of the County of Santa Clara, State of California on July 07, 1930 in Book 520 of Official Records, at Page 571; said monument also marks the point of intersection of said Southwesterly line with the Southeasterly line of that certain 1289 acre tract of land described in the deed from Evelyn C. Crosby, et al, to Leland Stanford, dated September 08, 1885 recorded in Book 80 of Deeds, Page 382, Santa Clara County Records; running thence North 56° 39' West along said Southwesterly line of El Camino Real, for a distance of 2784.83 feet; thence leaving said line of El Camino Real South 33° 21 West 2175.49 feet; thence South 33° 21' West 2175.49 feet; thence South 56° 26' 07" East 305.53 feet; thence South 33° 36' 20" West 148.13 feet to the true point of beginning of the tract of land to be described; thence from said true point of beginning South 56° 23' 40" East 125.00 feet; thence South 33° 36' 20" West 175.00 feet to a point on the Northeasterly line of Hanover Street, as said line was established in the easement deed executed by and between the Board of Trustees of the Leland Stanford Junior University and the City of Palo Alto, dated October 05, 1956, recorded November 14, 1956 in Book 3656 Official Records, Page 424, Santa Clara County Records; thence North 56° 23' 40" West along said Northeasterly line of Hanover Street, 190.00 feet; thence North 33° 36' 20" East 323.08 feet; thence South 56° 26' 07" East 65.00 feet; thence South 33° 36' 20" West 148.13 feet to the true point of beginning.

Tax Parcel No. 142-20-002

## EXHIBIT C-1

#### LEGAL DESCRIPTION OF THE PREMISES

REAL PROPERTY IN THE CITY OF PALO ALTO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A 7.25 FOOT BY 24.00 FOOT RECTANGULAR LEASE AREA SITUATED ENTIRELY WITHIN THAT CERTAIN 0.984± ACRE PARCEL OF LAND OWNED BY THE CITY OF PALO ALTO, SAID PARCEL HAVING THE ADDRESS OF 2675 HANOVER STREET, AN ASSESSOR'S PARCEL NUMBER OF 142-20-002, AND AS RECORDED IN DOCUMENT NO. 2750300 IN THE RECORDS OF SAID COUNTY; SAID LEASE AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STANDARD CITY MONUMENT FOUND AT THE CENTERLINE INTERSECTION OF HANOVER STREET AND PAGE MILL ROAD, AND FROM WHICH POINT A "A" IRON PIPE IN A MONUMENT WELL FOUND AT THE CENTERLINE INTERSECTION OF HANOVER STREET AND CALIFORNIA AVENUE, BEARS, N 56°24'03" W, 1316.75 FEET AS SAID MONUMENTS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED ON APRIL 21, 1969 IN BOOK 252 OF MAPS AT PAGE 5 IN THE RECORDS OF SAID COUNTY; THENCE ALONG SAID HANOVER STREET CENTERLINE, N 56°24'03" W, 385.06 FEET; THENCE LEAVING SAID CENTERLINE AT A RIGHT ANGLE, N 33°35'57" E, 30.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID 0.984 ACRE PARCEL, SAID CORNER ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID HANOVER STREET; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID PARCEL, N 33°35'57" E, 285.08 FEET: THENCE LEAVING SAID BOUNDARY AT A RIGHT ANGLE, S 56°24'03" E, 3,00 FEET TO THE SOUTHWESTERLY CORNER OF, AND POINT OF BEGINNING FOR, THE LEASE AREA HEREIN DESCRIBED, SAID POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE IN A CLOCKWISE DIRECTION AROUND THE PERIMETER OF SAID LEASE AREA THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) N 33°35'57" E, 24.00 FEET; THENCE,
- 2) S 56°24'03" E, 7.25 FEET; THENCE,
- 3) S 33°35'57" W, 24.00 FEET; THENCE,
- 4) N 56°24'03" W, 7.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 174 SQUARE FEET, MORE OR LESS.

## EXHIBIT C-2

#### LEGAL DESCRIPTION OF THE ACCESS EASEMENT

#### 20-FOOT ACCESS EASEMENT

A 20-FOOT WIDE STRIP OF LAND SITUATED ENTIRELY WITHIN THAT CERTAIN PARCEL OF LAND OWNED BY THE CITY OF PALO ALTO AS DESCRIBED ABOVE AND COMMENCING AT SAID POINT "A"; THENCE ALONG THE WESTERLY AND NORTHERLY SIDES OF THE LEASE AREA, N 33° 35'57" E, 24.00 FEET; THENCE, S 56°24'03" E, 7.25 FEET; THENCE ON A TIE, S 56°24'03" E, 10.00 FEET TO THE CENTERLINE **POINT OF BEGINNING** FOR THE 20-FOOT WIDE ACCESS EASEMENT HEREIN DESCRIBED; SAID EASEMENT BEING 10 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, S 33°35'57" W, 309.08 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID HANOVER STREET AND THE POINT OF TERMINUS FOR THE EASEMENT.

#### SOUTHERLY 5-FOOT WIDE UTILITY EASEMENT

A 5-FOOT WIDE STRIP OF LAND SITUATED ENTIRELY WITHIN THAT CERTAIN PARCEL OF LAND OWNED BY THE CITY OF PALO ALTO AS DESCRIBED ABOVE, SAID EASEMENT COMMENCING AT SAID POINT "A"; THENCE ALONG THE SOUTHERLY LINE OF THE DESCRIBED LEASE AREA, S 56°24'03" E, 4.75 FEET TO THE CENTERLINE **POINT OF BEGINNING** FOR THE 5-FOOT WIDE UTILITY EASEMENT, SAID EASEMENT BEING 2.5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, S 33°35'57" W, 152.50 FEET; THENCE S 41° 30'39" E, 80.31 FEET TO THE **POINT OF TERMINUS** FOR THE EASEMENT. THE SIDES OF WHICH TO BE LENGTHENED OR SHORTENED TO TERMINATE AT AN ELECTRICAL PANEL ON THE WALL OF THE EXISTING FIRE STATION BUILDING.

#### NORTHERLY 5-FOOT WIDE UTILITY EASEMENT

A 5-FOOT WIDE STRIP OF LAND SITUATED ENTIRELY WITHIN THAT CERTAIN PARCEL OF LAND OWNED BY THE CITY OF PALO ALTO AS DESCRIBED ABOVE, SAID EASEMENT COMMENCING AT SAID POINT "A"; THENCE ALONG THE WESTERLY AND NORTHERLY SIDES OF THE LEASE AREA, N 33° 35'57" E, 24.00 FEET; THENCE, S 56°24'03" E, 4.75 FEET TO THE CENTERLINE **POINT OF BEGINNING** FOR THE 5-FOOT WIDE EASEMENT, SAID EASEMENT BEING 2.5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE; N 33° 35'57" E, 2.5 FEET; THENCE, S 56° 24'03" E, 2.41 FEET; THENCE, S 60° 36'49" E, 54.99 FEET TO THE EASTERLY PROPERTY LINE OF SAID PARCEL OF LAND AND THE **POINT OF TERMINUS** FOR THE EASEMENT.

# **EXHIBIT C-3**

# **EXISTING ANTENNA CONFIGURATIONS**

(Attached hereto)