



Date: October 15, 2015
To: Mayor and City Council
From: Michael Chandler, Senior Management Analyst
Subject: T-Mobile Lease Amendment 2380 Harborview Drive

Recommendation

Approve a resolution authorizing the City Manager to execute a First Amendment to the Communications Site Lease Agreement with T-Mobile West, LLC.

Background

The City and Pacific Bell Mobile Services (“Pacific Bell”) entered into a lease agreement on May 30, 1996 (“Lease Agreement”) which allowed Pacific Bell to construct, maintain and operate a telecommunications facility on the City’s Harborview Reservoir Site for a total period of 30 years (initial 5-year term plus 5 successive 5-year renewal terms). Cingular Wireless, LLC (“Cingular”) acquired the lease soon thereafter and maintained those rights until ultimately T-Mobile West, LLC (“T-Mobile”) acquired the Lease Agreement via its transaction with Cingular in 2004.

The Harborview Reservoir site was in need of major reconstruction for several years to repair its aging infrastructure and the City began bidding the capital improvement project for demolition and reconstruction of the site in early 2014. New site applicant AT&T proposed constructing a facility on the premises following reconstruction would serve as a “collocation facility,” which would afford T-Mobile space to operate on a modern and enhanced facility. It is common for wireless providers to share telecommunications facilities under a collocation agreement entered into between the providers, with terms under which one or more providers will have a subtenant relationship with the provider which owns the collocation facility.

In April 2014, the City Council approved an Agreement for Vacation of Reservoir Property During Construction (“Vacation Agreement”) between the City and T-Mobile with terms under which T-Mobile would temporarily vacate the Harborview Reservoir site. Included as a term of the agreement was a provision requiring the City to pay T-Mobile \$150K in the event an agreement for the construction and operation of the collocation facility was not entered into between the City and AT&T by the time the reconstruction project was to be completed. Other terms of the 2014 agreement with T-Mobile required the 1996 lease to be amended by May 31, 2015, to reflect the replacement of the old facility with the new collocation facility and to include an option which may be exercised by T-Mobile for an additional 5-year renewal period.

The City and AT&T finalized a Site License Agreement between the parties, which was adopted by the City Council on February 18, 2015, with an effective date of June 1, 2015 ("License Agreement"). The License Agreement provides the City with rental income starting at \$2,500 per month and automatic 3% increases every June thereafter. Through this License Agreement, AT&T and T-Mobile will each have their own space reserved on the collocation facility, both in the equipment enclosure as well as on the monopole. T-Mobile had not yet completed the new site plan for its relocation to the reservoir site by May 31, which necessitated the City and T-Mobile executing a First Amendment to the Vacation Agreement on May 20, 2015. This amendment extended the period of the Vacation Agreement to July 15, 2015, to afford the parties additional time to complete this First Amendment to Lease. T-Mobile required additional time beyond the initial extension to complete its site plan, and the parties subsequently executed Second and Third amendments to the Vacation Agreement on July 15, 2015, and September 16, 2015, respectively. The Third Amendment extended the period of the Vacation Agreement to October 21, 2015.

The attached First Amendment to Lease Agreement includes a new Exhibit B-1 (which replaces Exhibit B to the original Lease Agreement). Exhibit B-1 reflects the location of T-Mobile's ground space on the new site and the non-exclusive rights to a three-foot wide and six-foot long airspace area at a minimum fifty-foot elevation adjacent to and easterly of the monopole area. Additionally, the Lease Amendment references AT&T's encroachment into the airspace of T-Mobile's lease area, which is an element of the collocation facility design. The First Amendment to Lease Agreement also includes consideration for a proportionate rent reduction given T-Mobile's relocated facility will be approximately 190 square feet in size compared to the 400 square feet provided to T-Mobile on its original site plan from 1996. As such, rent will be reduced from approximately \$758 per month to \$360 per month (subject to an annual CPI adjustment) in order to maintain consistency with the original lease arrangements. The reduced rent is more than offset by the rent the City is now receiving from the aforementioned License Agreement with AT&T at the Harborview Reservoir site, which started at \$2,500 per month on June 1, 2015, and will increase by 3% every June thereafter.

Fiscal Impact

Rental income to the Water System Fund will be reduced by \$398 per month or \$4,776 per year due to the aforementioned rent reduction. Rent will continue to be increased annually by CPI adjustment in accordance with the Lease Agreement. The T-Mobile lease rent reduction will be more than offset by the \$2,500 per month in rent the City receives from AT&T for its license agreement at the Harborview Reservoir site.

Environmental Impact

The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 in that the Facility which is the subject of the License Agreement is the replacement of an existing facility, which will be placed on the same site as the former wireless communications facility and will have substantially the same purpose and capacity as the facility being replaced, within the meaning of CEQA Guidelines Section 15302.

Attachments:

- Communications Site Lease Agreement (1996)
- First Amendment to Communications Site Lease Agreement (with new Exhibit B-1)
- Resolution

APPROVED BY:



Rob Braulik, City Manager

ORIGINAL

SITE NUMBER: PL-245-03
SITE NAME: Martinez D (View)

COMMUNICATIONS SITE LEASE AGREEMENT
[for raw land]

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated as of May 30, 1996, is between **PACIFIC BELL MOBILE SERVICES**, a California corporation ("Lessee") whose address is 4410 Rosewood Drive, Building 1, 4th Floor, Pleasanton, California 94588, and **THE CITY OF MARTINEZ**, a municipal corporation ("Lessor") whose address is 525 Henrietta Street, Martinez, California 94533.

The parties hereto agree as follows:

1. Premises. Lessor owns the real property legally described in Exhibit "A" commonly known as Assessor's Parcel Number 376-010-005. Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's property ("Lessor's Property") depicted in Exhibit "B", consisting of approximately 400 square feet of land including reasonable access and appropriate utilities with the approval of the owner (the "Premises").

2. Use. The Premises may be used by Lessee for any lawful activity in connection with the provisions of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Such use shall not cause any discernible noise to leave the Premises. The term "discernible noise" as used in this section shall mean a noise level of more than fifty-five decibels. Lessor agrees, at no expense to Lessor, to cooperate with Lessee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. Conditions Precedent. This Lease is conditioned upon Lessee, or Lessee's assigns, obtaining all governmental permits and approvals, including but not limited to, design review and building permits, enabling Lessee, or its assigns, to construct and operate mobile/wireless communications facilities on the Premises.

4. Term. The term of this Lease ("Term") shall be five (5) years commencing with the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises, or December 31, 1996, whichever is earlier ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for five (5) additional terms ("Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first five year Term or any Renewal Term.

5. Rent. Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Five Hundred Dollars (\$500.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Lessor's address specified in Paragraph 17, Miscellaneous.

Rent shall be adjusted annually as of the anniversary of the Commencement Date to the extent of any percentage change which occurred in the Consumer Price Index (All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics for All Consumers for the San Francisco-Oakland-San Jose Metropolitan area (hereinafter "CPI"). The rental adjustment shall be calculated by multiplying the Rent then in effect by a fraction, the denominator of which is the CPI in effect as of the calendar month fourteen full months prior to the anniversary date, and the numerator of which is the CPI in effect two full months prior to the anniversary date. Notwithstanding the foregoing, in no event shall Rent be increased by more than 3% of the Rent paid during the previous year.

If the Commencement Date is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month for which Rent should have been paid.

6. Improvements: Access.

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing for the construction of Lessee's Facilities. During any Tests or pre-construction work, Lessee will have insurance as set forth in Section 12, Insurance. Lessee will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Lessor. Lessee shall provide at least 24 hours advance notice to Lessor of Lessee's intention to access the Premises for said purposes and to conduct said activities. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Lessor within a reasonable time, but in no event later than December 31, 1996, and this Lease will terminate.

(b) Lessee has the right to construct, maintain and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements ("Lessee's Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Subject to paragraph 9 herein, title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee and all of Lessee's Facilities shall remain the property of Lessee and are not fixtures. At the election of Lessor, Lessee shall remove all Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease and return the Premises to the condition which existed on the Commencement Date. Lessee represents that all of the improvements installed on the Premises by Lessee shall be in substantial compliance with building, life-safety, disability and other applicable laws, codes and regulations.

(c) Lessor shall provide access to Lessee, Lessee's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee throughout the initial Term and each Renewal Term so long as Lessee is not in material default beyond the expiration of any cure period. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises. Lessee's exercise of such rights shall not cause undue inconvenience to Lessor.

(d) Lessor shall maintain all existing access roadways from the nearest public roadway to the Premises in a manner sufficient to allow access. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage, it shall promptly repair same.

(e) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right.

(f) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

(g) At Lessor's option, upon the expiration, cancellation or termination of this Lease, Lessee shall surrender the Premises to the condition which existed on the Commencement Date (as practicable as possible), less ordinary wear and tear.

7. Interference with Communications. Lessee's Facilities shall not disturb the communications configurations, equipment and frequency which exist on Lessor's Property on the Commencement Date ("Pre-existing

Communications”), and Lessee’s Facilities shall comply with all non-interference rules of the Federal Communications Commission (“FCC”). Lessor shall not permit the use of any portion of Lessor’s Property in a way which interferes with the communications operations of Lessee described in Paragraph 2 above, as such operations and equipment of Lessee exist on the Commencement Date. Lessee shall resolve technical problems with any equipment that Lessee desires to add or attach to the Premises from time to time in its sole discretion. Such interference with Lessee’s communications operations and equipment existing on the Commencement Date shall be deemed a material breach by Lessor. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore, Lessee shall have the right to bring action to enjoin such interference or to terminate the Lease immediately upon notice to Lessor. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as on the Commencement Date shall not be deemed interference.

8. Taxes. Lessee shall pay personal property taxes assessed against Lessee’s Facilities and Lessor shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises and this Lease.

9. Termination. This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Lessee if it does not obtain or maintain, licenses, permits or other approvals necessary to the construction or operation of Lessee’s Facilities; or (iii) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; or upon six (6) months prior written notice to Lessor by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference.

Should Lessee neglect or refuse to remove all Lessee’s Facilities and surrender the Premises to Lessor as required under Section 6 (g) above within thirty (30) days of the termination of this Lease, title to Lessee’s Facilities shall be transferred to the Lessor. Upon Lessee’s failure to comply with this provision, the removal of Lessee’s Facilities and the repair of the Premises may be performed by Lessor at Lessee’s expense, including any attorneys’ fees, which Lessee agrees to pay upon demand.

10. Destruction of Premises. If the Premises or Lessor’s Property is destroyed or damaged so as in Lessee’s judgment to hinder its effective use of Lessor’s Property, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than 30 days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease shall cease as of the date of the damage or destruction.

11. Condemnation. If a condemning authority takes all of Lessor’s Property, or a portion which in Lessee’s opinion is sufficient to render the Premises unsuitable for Lessee’s use, then this Lease shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of Lessee’s Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the Lease and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

12. Insurance. Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, and (4) Employer’s Liability with limits of \$1,000,000.00 per occurrence.

Each party to this Lease shall each maintain standard form property insurance (“All Risk” coverage) equal to at least 90% of the replacement cost covering their respective improvements, or personal property. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance and each party shall require such insurance policies to contain a waiver of recovery against the other. Lessee shall name Lessor, its officers, officials, employees and volunteers, as an additional insured with respect to the above Commercial General Liability insurance. The coverage shall contain no special limitations on the scope of protection afforded to the Lessor,

its officers, officials, employees and volunteers. Lessee shall have the right to self-insure with respect to any of the above insurance.

Each insurance policy required by this Section 12 shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage in limits. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Lessee shall furnish Lessor with proof that the Lessor has been named as an additional insured and furnish a Certificate of Insurance to Lessor signed by that insurer to bind coverage on its behalf.

13. Assignment. Lessee may assign this Lease at any time upon notice to Lessor.

14. Title and Quiet Enjoyment.

(a) Lessor warrants that it has full right, power, and authority to execute this Lease; Lessor further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any Renewal Term so long as Lessee is not in material default beyond the expiration of any cure period.

(b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor, but in no event later than December 31, 1996.

15. Repairs. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors.

16. Environmental. Lessor has owned the Premises since December 23, 1964 and Lessor represents that it has no knowledge of the Premises being used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes during Lessor's ownership. In addition, Lessor represents that it has no knowledge of hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee has investigated the Premises and conducted all examinations which it deems appropriate or necessary to determine whether or not any such substance is located in, on or under the Premises. Lessee will be responsible to make its own independent determination regarding the possibility of hazardous materials on, in or under the Premises. Upon the Commencement Date, Lessee accepts the Premises for the purpose described herein in the Premises' existing condition, "as-is" and with all of the Premises' defects, illegalities, and inadequacies, if any there be. Lessee acknowledges that Lessee is not looking to or relying upon Lessor to disclose any matters which might be required under California Health & Safety Code Section 25359.7.

The terms "it has no knowledge" as used herein shall mean the actual knowledge of Richard Singletary, Acting Water Superintendent for Lessor.

Lessee shall not introduce or use any such substance on the Premises in violation of any applicable law, except for those contained in its back-up power batteries (lead-acid batteries) and common materials used in telecommunications operations, e.g. cleaning solvents. Lessee will treat all hazardous materials brought onto the Premises by it in accordance with all federal, state and local laws and regulations.

17. Miscellaneous.

(a) If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(b) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.



(c) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight mail to the address of the respective parties set forth below:

Lessor: The City of Martinez
525 Henrietta Street
Martinez, California 94533

Lessee: Pacific Bell Mobile Services
4410 Rosewood Dr., Bldg. 1, 4th Floor
Pleasanton, California 94588
Attn: Property Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) This Lease shall be governed under the laws of the State of California.

(e) The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(f) Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

(g) Upon request either party may require that a Memorandum of Lease be recorded in the form of Exhibit "C".

(h) This Lease constitutes the entire Lease and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

18. Indemnity.

(a) Lessee agrees to defend, indemnify, release and hold harmless the Lessor, its agents, officers, attorneys, employees, boards and commissions (collectively "indemnitees") from any claim, action or proceeding brought against any of the indemnitees, the purpose of which is to attack, set aside, void or annul the Lessor's approval of this Lease, approval of any land use entitlement applicable to this Lease, adoption of the environmental document which applies to said approvals, and/or any other action taken by Lessor in connection with approving this Lease. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees (collectively "damages") that may be asserted, awarded against or incurred by any person or entity, including Lessee, third parties (if said third party damages are asserted against any of the indemnitees), and/or the indemnitees, arising out of or in connection with the approval of this Lease, whether or not there is concurrent, passive or active negligence on the part of the indemnitees.

(b) Nothing in this Lease shall prohibit Lessor from participating in the defense of any claim, action or proceeding. In the event that Lessee is required to defend the indemnitees in connection with any said claim, action or proceeding, Lessor shall retain the right to (i) approve the counsel to so defend the indemnitees, (ii) approve all significant decisions concerning the manner in which the defense is conducted, and (iii) approve any and all settlements, which approvals shall not be unreasonably withheld by the Lessor.

(c) Lessor shall also have the right not to participate in said defense, except that the Lessor agrees to cooperate with Lessee in the defense of said claim, action or proceeding. If the Lessor chooses to have counsel of its own defend any claim, action or proceeding where Lessee has already retained counsel to defend Lessor in such matters, the fees and expenses of the counsel selected by the Lessor shall be paid by Lessor.

(d) Lessee also agrees to so indemnify the indemnitees for all costs incurred in additional investigation or study, or for supplementing, redrafting, preparing, revising or amending any document (e.g., the EIR, Specific Plan Amendment, Specific Plan, General Plan Amendment, Rezone, etc.) if such is made necessary by court or administrative law judge decision and if Lessee desires approvals from the Lessor which are conditioned on the approval of said documents.

(e) Lessee shall indemnify Lessor for all damages the Lessor incurs in enforcing the above indemnification provision.

(f) The foregoing indemnity will survive the termination, cancellation or expiration of this Lease .

(g) Subject to the other provisions of this Lease pertaining to its termination, Lessee may terminate this Lease upon notice of any third party contest to this Lease or Lessor's approval of any land use entitlement in connection with this Lease; provided, however, that Lessee must so notify the Lessor of said termination in writing delivered to Lessor within thirty (30) days after (i) Lessee first has knowledge of such a third party contest or (ii) Lessor approves, by final decision, any land use entitlement in connection with this Lease. Failure to timely deliver said notice of termination forever waives Lessee's right to terminate this Lease based upon the third party contest or the land use entitlement in question.

The following exhibits are attached to and made a part of this Lease: Exhibits A, B and C.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

ATTEST WITNESS

Date: 5/30/96

LESSOR: THE CITY OF MARTINEZ, a municipal corporation

By:

Name: Ronald E. Peterson
Title: Acting City Manager
Tax ID#: 94-6000367
Date: 5/30/96

ATTEST WITNESS

Date: 6/13/96

LESSEE: PACIFIC BELL MOBILE SERVICES, a California corporation

By:

Name: Tony Wen
Title: RF Engineering
Date: 6/13/96

PL-245

SITE NUMBER: PL-245-03
SITE NAME: Martinez D (View)

EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property of which Premises are a part is legally described as follows:

Beginning at the Northeast corner of that certain parcel of land described in the deed from Clara Netherton to The Housing Authority of the County of Contra Costa, filed December 31, 1941 in Volume 627 at Page 482 of Official Records in the Office of the Recorder of Contra Costa County, California; thence from said point of beginning, along the East line of said Housing Authority parcel South 220.00 feet; thence leaving said East line, South 89°05'15" West 220.00 feet; thence North 220.00 feet, more or less, to the North line of said parcel; thence along said North line North 89°05'15" East 220.00 feet, more or less, to the point of beginning.

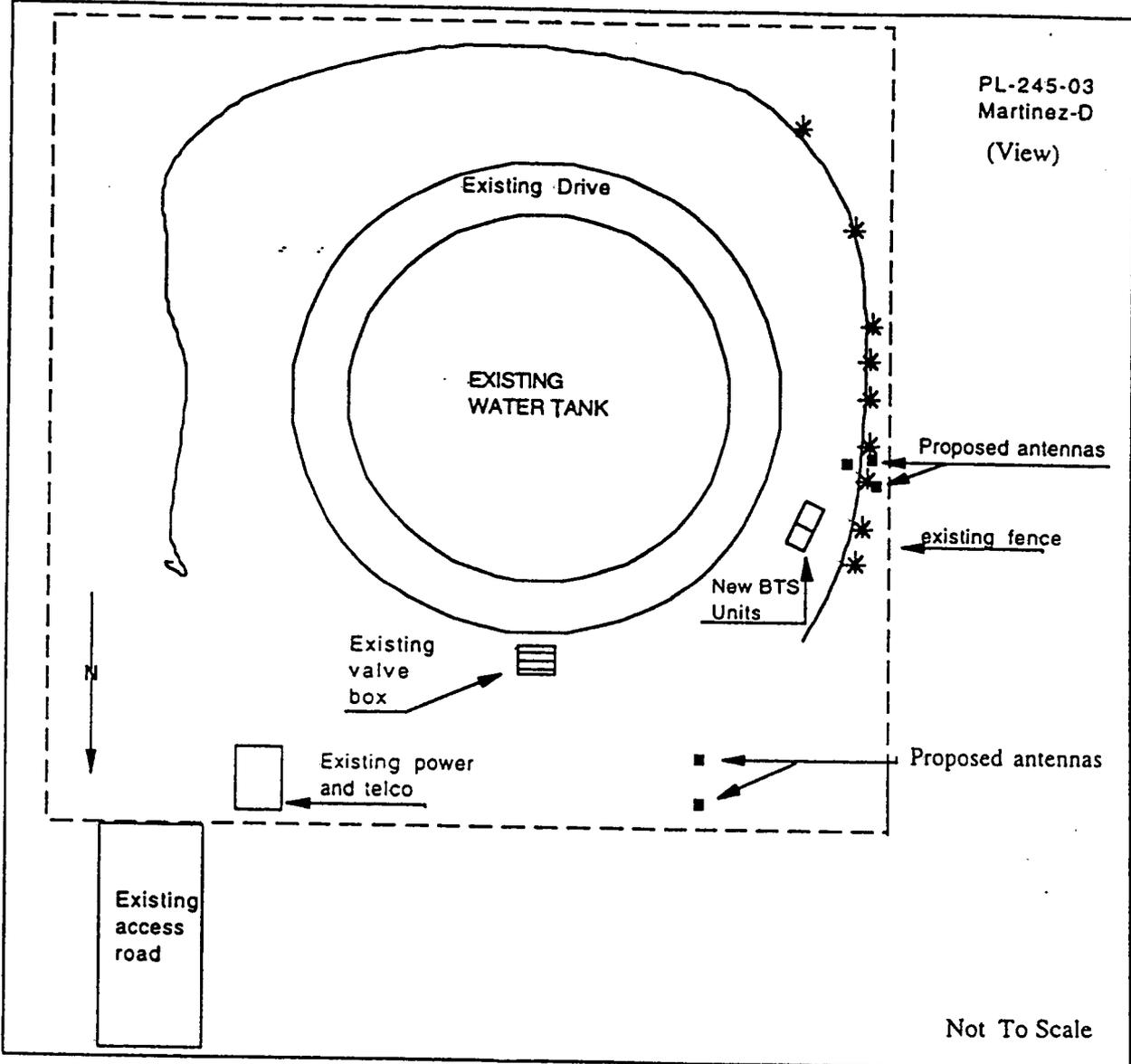
Assessor's Parcel Number: 376-010-005

INITIALED BY: 

EXHIBIT B

DESCRIPTION OF PREMISES

The Premises consist of those specific areas described/shown below where Lessee's communications antennae, equipment and cables occupy Lessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Property.



A final drawing or copy of a property survey depicting the above will replace this Exhibit "B" when initialed by Lessor.

Notes

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by Lessee.
2. Setback of the Premises from the Lessor's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

INITIALED BY: 

LEASE CERTIFICATION FORM

To: Andrew R. Miner
Network Deployment Manager
Pacific Bell Mobile Services, Inc.

Date: June 7, 1996

From: Karen Caldwell
Project Director
SBA, Inc.

Re: PL-245-03
Site Number

Phone No: _____

APN 376-010-005
Site Location

Fax No: _____

Pleasanton
Project Office

- 1. We have verified that the Lease Agreement noted above has been signed by an authorized representative of the Lessor.
- 2a. We have proofread the attached Lease Agreement and it is the same as the Pacific Bell Mobile Services approved Lease/Agreement (including Drop-In Language) that was approved on _____ by the Legal department and has no changes.
- 2b. We have proofread the attached Lease Agreement and it contains minor changes which were provided by the Pacific Bell Mobile Services Legal Department on _____.
- 2c. We have proofread the attached Lease Agreement and it contains major changes which were approved by the Pacific Bell Mobile Services Legal Department on _____.
- 2d. We have proofread the attached Agreement and it contains language that was previously reviewed and approved on 4/24/96 by the Pacific Bell Mobile Services Legal Department. The following already approved by PBMS and the Lessor, will be added in a modification to the Lease:

1) In the Interference paragraph, "Commencement Date" to be changed to "as of Lessee's commencement of PCS operation." (See legal review comments).

2) Standard Drop-In language regarding Indemnification to be added.

Construction
Cost
\$65,725

K Caldwell 4/7/96
Karen Caldwell, Project Director

PROJECT COMPLETION:

Date returned: _____

Initials

Legal Comments: _____

To: Dong Wen

From: Andrew Miner

Re: PL.245.03 Lease

Date: 6/7/96

I have reviewed the lease for site PL.245.03 and have approved it as to form, business decision and cost. Please sign as shown. If you have any questions, please call me at ext. 4392. Thanks.



Andrew Miner

AM/cm

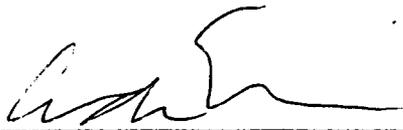
To: Dong Wen

From: Andrew Miner

Re: MODIFICATION TO LEASE PL. 245.03

Date: 7.9.90

I have reviewed the document for site PL. 245.03 and have approved it as to form. Please sign as shown. If you have any questions, please call me at ext. 4392. Thanks.



Andrew Miner

AM/cm



MEMORANDUM

DATE: 7/9/96
TO: Andrew Miner, Dong Wen
FROM: Nora Nachtsheim, x4315
RE: PL-243-12 & PL-245-03 Modification to Lease

The attached Modification, identical for both Leases with Martinez, has been processed to incorporate comments from PBMS legal review, which arrived after the Lessor had signed the Lease.

In summary, this Modification provides 2 changes:

1. In the Interference paragraph, "Commencement Date" has been changed to "Lessee's commencement of operation."
2. Standard PBMS language regarding Indemnification has been added.

The Lessor has agreed to sign this Modification after signature by PBMS.

**Modification No. 1
to the Communications Site Lease Agreement**

This Modification No. 1 is entered into as of _____, 1996 by and between **THE CITY OF MARTINEZ**, a municipal corporation ("Lessor") and **PACIFIC BELL MOBILE SERVICES**, a California corporation ("Lessee") with reference to the following facts:

A. There is currently in effect between Lessor and Lessee a Communications Site Lease Agreement dated May 30, 1996 (the "Lease").

B. Lessor and Lessee desire to modify the Lease as hereinbelow set forth.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Lessor and Lessee hereby agree that the Lease is modified as follows:

1. In paragraph 7, Interference with Communications, the second, third and fourth sentences are deleted in their entirety and are replaced by the following:

"Lessor shall not permit the use of any portion of Lessor's Property in a way which interferes with the communications operations of Lessee described in Paragraph 2 above, as such operations and equipment of Lessee exist as of Lessee's commencement of PCS operation. Lessee shall resolve technical problems with any equipment that Lessee desires to add or attach to the Premises from time to time in its sole discretion. Such interference with Lessee's communications operations and equipment existing as of Lessee's commencement of PCS operation shall be deemed a material breach by Lessor."

2. The following language is added to paragraph 18, Indemnity:

(h) Lessee shall indemnify, defend, and hold Lessor, its employees, successors and assigns harmless from and against any and all loss, cost, claim, liability, action, damage, injury to or death of any person (including reasonable attorneys' fees) ("Claims"), occurring on the Premises and arising out of or connected with the negligence or willful misconduct of Lessee, its agents or contractors, except for Claims arising out of (i) the negligence or willful misconduct of Lessor, its agents or contractors, (ii) violation of law by Lessor, its agents or contractors, (iii) breach of any duty or obligation by Lessor under this Lease, or (iv) any condition relating to the Premises which Lessee has no obligation to repair or maintain.

(i) Lessor shall indemnify, defend, and hold Lessee, its employees, successors and assigns harmless from and against any and all loss, cost, claim, liability, action, damage, injury to or death of any person (including reasonable attorneys' fees) ("Claims"), arising out of or connected with the (i) negligence or willful misconduct of Lessor, its agents or contractors, (ii) violation of law by Lessor, its agents or contractors, (iii) breach of any duty or obligation by Lessor under this Lease, or (iv) any condition relating to the Premises which Lessee has no obligation to repair or maintain, except for Claims occurring on the Premises and arising out of or connected with the negligence or willful misconduct of Lessee, its agents or contractors."

(j) The foregoing indemnities in (h) and (i) shall survive the termination, cancellation or expiration of this Lease."

Except as otherwise modified herein, Lessor and Lessee hereby ratify, confirm and approve the Lease in all other respects.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed by their duly authorized representatives.

**LESSEE: PACIFIC BELL
MOBILE SERVICES,
a California corporation**

**LESSOR: THE CITY OF MARTINEZ,
a municipal corporation**

By: 
Name: Dong Wen
Title: RF Engineering
Date: 7.10.96

By: _____
Name: Ronald E. Peterson
Title: Acting City Manager
Date: _____

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

This First Amendment To Communications Site Lease Agreement (“First Amendment”) is made and entered into on October 21, 2015 (“Effective Date”), by and between CITY OF MARTINEZ, a municipal entity (“CITY”), and T-MOBILE WEST LLC, a Delaware limited liability company (“T-MOBILE”).

RECITALS

A. CITY and T-MOBILE, or their predecessors in interest, entered into that certain Communications Site Lease Agreement, dated May 30, 1996 (the “Lease”) wherein T-MOBILE leases a portion of the CITY’s Property that is described in Exhibit “A” to the Lease. Pursuant to the Lease, T-MOBILE has the right to remain on some portion of the Property for approximately eleven (11) more years from the date of this Agreement.

B. On April 14, 2014, CITY and T-MOBILE entered into that certain “Agreement Between City of Martinez and T-Mobile for Vacation of Reservoir Property During Construction” (“Vacation Agreement”) under which terms and conditions the CITY agreed that it would perform construction at the Property and enter into an agreement with AT&T to allow the construction of a wireless collocation facility on which T-MOBILE would be given the opportunity to collocate and resume operations under the Lease.

C. Section 6 of the Vacation Agreement included the terms that, no later than May 31, 2015: 1) the Lease would be amended to substitute the location that T-Mobile will occupy under the Lease for the description of the leased premises set forth by, or incorporated into, the Lease; 2) the term of the Lease would be extended one additional 5-year renewal period; and 3) all other terms and conditions of the Lease would remain unmodified.

D. On or about February 18, 2015, the CITY entered into a Site License Agreement, under which terms and conditions New Cingular Wireless, LLC (“AT&T”) was given permission to use the Property for the construction and operation of a wireless collocation facility, which would allow T-MOBILE to collocate on the AT&T collocation facility.

E. On or about May 20, 2015, the CITY and T-MOBILE entered into a First Amendment to the Vacation Agreement extending the time for the Lease to be amended in accordance with Section 6 of the Vacation Agreement to July 15, 2015;

F. On or about July 15, 2015, the CITY and T-MOBILE entered into a Second Amendment to the Vacation Agreement extending the time for the Lease to be amended in accordance with Section 6 of the Vacation Agreement to September 16, 2015;

G. On or about September 16, 2015, the CITY and T-MOBILE entered into a Third Amendment to the Vacation Agreement extending the time for the Lease to be amended in accordance with Section 6 of the Vacation Agreement to October 21, 2015;

H. T-MOBILE and AT&T are working on an agreement for the T-MOBILE facilities collocation on the site and expect that said agreement will be finalized prior to the date that the collocation facility will begin operating.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and T-MOBILE covenant and agree as follows:

1. Exhibit B to the Lease is hereby deleted in its entirety and is replaced in full with Exhibit B-1, being plans prepared by ZON Architects dated 10/12/2015 consisting of sheets T-1, T-2, A-1, A-2, A-3, A-4 & E-1, attached hereto and incorporated herein by this reference. T-MOBILE may replace Exhibit B-1 with a similar Equipment Layout Plan which reflects modifications to the facilities provided that said Equipment Layout Plan is approved by the CITY engineering department after the date of this Agreement.

2. Section 1 of the Lease is hereby amended to replace the definition of the "Premises" with the following:

"That portion of the CITY's Property that is indicated on Sheet A-1 of Exhibit "B-1" to be the "T-MOBILE LEASE AREA" which is shown as being approximately 12 feet 8 inches x 15 feet in total area (including non-exclusive rights to the subsurface area within that same 12 foot 8 inch x 15 foot area and the power meter in the monopole area), including reasonable access and appropriate utilities with the approval of the CITY, and including non-exclusive rights to that three foot (3') wide x 6 foot (6') long airspace area no lower than 50 feet above ground level (A.G.L.) directly adjacent to and easterly of the Monopole Area shown as "ANT. ENCROACHMENT AREA" on Sheet A-1 of Exhibit B-1." T-Mobile acknowledges that AT&T's antennas may encroach into the airspace above the T-Mobile Lease Area and into the ANT. ENCROACHMENT AREA at an A.G.L. above T-Mobile's antennas.

3. Section 4 of the Lease shall be modified to add one additional "Renewal Term" of five (5) years such that there shall be a total of six (6) Renewal Terms of five (5) years each in the Lease.

4. Section 5 of the Lease is hereby amended to replace the first paragraph of that section with the following:

"Lessee shall pay Lessor, as rent, the sum of Three Hundred Sixty Dollars (\$360.00) ("Rent") per month as of the Effective Date. Rent shall be payable on the 1st

day of each month, in advance, to Lessor's address specified in Section 17 set forth hereafter."

Every reference to "Commencement Date" shall be replaced by "Effective Date" in Section 5 of the Lease.

5. The parties' notice addresses in Section 17 of the Lease are hereby deleted and replaced as follows:

CITY: The City of Martinez
Rob Braulik, City Manager
525 Henrietta Street
Martinez, CA 94533

T-MOBILE: T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site No. BA91245A

6. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining terms of the Lease, which shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this First Amendment, the terms and conditions of this First Amendment will govern and control.

7. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated. This First Amendment was drafted jointly by the parties hereto and it is the intention and agreement of the parties that the rule of construction against the drafter shall not apply.

8. CITY represents and warrants to T-MOBILE that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third party consent or approval is required, CITY has obtained any and all such consents or approvals. T-MOBILE represents and warrants to CITY that its representative signing this First Amendment has full power and authority to execute this First Amendment on its behalf and that such signature constitutes a valid and binding obligation upon T-MOBILE.

9. This First Amendment may be executed in counterparts.

10. This First Amendment shall take effect on the Effective Date.

IN WITNESS WHEREOF, this First Amendment has been executed and delivered as of the day and year first above written.

CITY OF MARTINEZ

By: _____
Print: _____
Title: _____

T-MOBILE WEST LLC, a Delaware limited liability company

By: _____
Print: _____
Title _____

EXHIBIT B-1

See attached plans prepared by ZON Architects dated 10/12/2015 consisting of sheets T-1, T-2, A-1, A-2, A-3, A-4 & E-1

T-MOBILE WEST LLC



1855 GATEWAY BLVD 9TH FLOOR
CONCORD, CA 94520

BA91245A HARBOR VIEW TANK

2370 HARBOR VIEW DRIVE
MARTINEZ, CA 94553



CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND 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 CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. CALIFORNIA CODE OF REGULATIONS
2. 2010 CALIFORNIA BUILDING CODE
3. 2010 CALIFORNIA MECHANICAL CODE
4. 2010 CALIFORNIA PLUMBING CODE
5. 2010 CALIFORNIA ELECTRIC CODE
6. ANY LOCAL BUILDING CODE AMENDMENTS TO THE ABOVE
7. CITY/COUNTY ORDINANCES

HANDICAP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED IN ACCORDANCE WITH CALIFORNIA ADMINISTRATIVE STATE CODE PART 2, TITLE 24, CHAPTER 11B, SECTION 1103B.

PROJECT DESCRIPTION

TO PERMIT AND INSTALL AN UNMANNED T-MOBILE WIRELESS EQUIPMENT ON AN EXISTING FACILITY. EQUIPMENT WILL INCLUDE THE FOLLOWING:

- INSTALLATION OF UP TO SIX (6) AIR21 PANEL ANTENNAS ON (E) 80'-0" TALL MONOPOLE
- INSTALLATION OF UP TO TWO (2) RBS 3108 TELECOMMUNICATIONS CABINETS AND ACCESSORY EQUIPMENT ON (E) EQUIPMENT CONCRETE SLAB AND (E) CMU WALL.
- INSTALLATION OF COAXIAL CABLES, FIBER OPTIC RUNS, AND GROUND WIRES FROM CABINETS AT GROUND TO ANTENNAS AT MONOPOLE VIA COAX CABLE TRAY AT GROUND AND THROUGH THE INSIDE OF MONOPOLE CAVITY.
- INSTALLATION OF UNDERGROUND ELECTRICAL AND TELCO UTILITIES CONDUITS

DRIVING DIRECTIONS

FROM: 1855 GATEWAY BLVD, CONCORD, CA 94520

1. HEAD SOUTHEAST ON GATEWAY BLVD 108 FT
2. TAKE THE 1ST RIGHT ONTO CLAYTON RD 0.2 MI
3. TURN RIGHT ONTO MARKET ST 0.1 MI
4. TURN LEFT ONTO WILLOW PASS RD 0.6 MI
5. SLIGHT RIGHT ONTO THE INTERSTATE 680 N RAMP TO SACRAMENTO 0.4 MI
6. MERGE ONTO I-680 N 1.4 MI
7. TAKE EXIT 53 TO MERGE ONTO CA-4 W TOWARD MARTINEZ/HERCULES 3.2 MI
8. TAKE EXIT 10 TO MERGE ONTO PINE ST 1.2 MI
9. TURN LEFT ONTO SHELL AVE 0.1 MI
10. TAKE THE 1ST LEFT ONTO HARBOR VIEW DR PARTIAL RESTRICTED USAGE ROAD DESTINATION WILL BE ON THE RIGHT 0.2 MI

TOTAL EST TIME: 40 MINUTES TOTAL EST DISTANCE: 41.3 MILES

GENERAL CONTRACTOR NOTES

DO NOT SCALE DRAWING:
CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

SHEET INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET, SITE INFORMATION AND VICINITY MAP
T-2	GENERAL NOTES
A-1	SITE PLAN & ENLARGED FLOOR PLAN
A-2	ELEVATION
A-3	DETAILS
A-4	SIGNS AND SPECIFICATIONS
E-1	GENERAL NOTES, LINE DIAGRAM, PANEL SCHEDULE & GROUND DETAIL

PROJECT TEAM

ARCHITECT/ENGINEER:
ZON ARCHITECTS, INC.
660 4TH STREET #255
SAN FRANCISCO, CA 94107
CONTACT: DAVID ELIAS
TEL: (415) 740-9974
EMAIL: david@zonarchitects.com

SITE ACQUISITION & PLANNER
ZON ARCHITECTS, INC.
660 4TH STREET #255
SAN FRANCISCO, CA 94107
CONTACT: GREG GUERRAZZI
TEL: (707) 732-6396
EMAIL: gregguerrazzi@vom.com

SURVEYOR:
MICHAEL DEQUINE AND ASSOCIATES, INC.
2295 GATEWAY OAKS DRIVE, SUITE 140
SACRAMENTO, CA 95833
CONTACT: KONRAD STINCHFIELD
TEL: (916) 923-5820
FAX: (916) 923-1626
EMAIL: kstinchfield@mdequine.com

APPLICANT/LESSEE:
T-MOBILE WEST LLC
1855 GATEWAY BOULEVARD SUITE 900
CONCORD, CALIFORNIA 94520
CONTACT: BRAD CHAPMAN
TEL: (415) 309-8979
EMAIL: brad.chapman@T-Mobile.com

RF ENGINEER:
T-MOBILE WEST LLC
1855 GATEWAY BOULEVARD SUITE 900
CONCORD, CALIFORNIA 94520
CONTACT: NITHYA SUNDAR
EMAIL: Nithya.Sundar@T-Mobile.com

CONSTRUCTION MANAGER:
T-MOBILE WEST LLC
1855 GATEWAY BOULEVARD SUITE 900
CONCORD, CALIFORNIA 94520
CONTACT: TIM FEHR
TEL: (925) 339-4965
EMAIL: timothy.fehr1@t-mobile.com

PROJECT INFORMATION

SITE ADDRESS: 2370 HARBOR VIEW DRIVE
MARTINEZ, CA 94553

APN: 376-010-005

PROPERTY OWNER: CITY OF MARTINEZ
MARTINEZ, CALIFORNIA

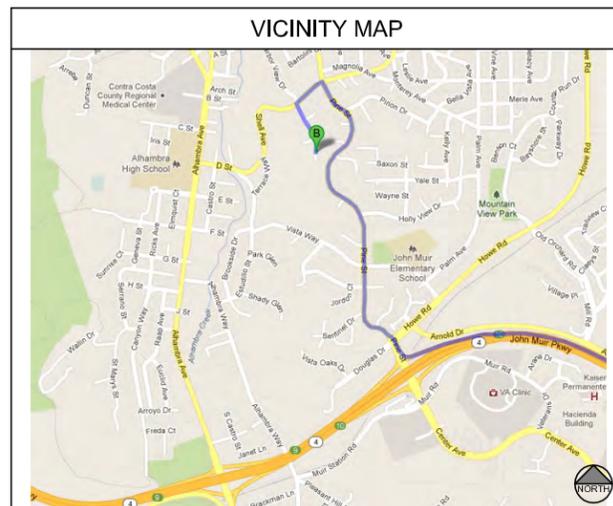
LATITUDE: 38°00'12.98" N
LONGITUDE: 122°07'30.64" W

JURISDICTION: CITY OF MARTINEZ

COUNTY: CONTRA COSTA

TELEPHONE: AT&T

POWER: PG&E



APPROVALS

LANDLORD: _____

CONSTRUCTION MANAGER: _____

RF ENGINEER: _____

SITE ACQUISITION MANAGER: _____

ZONING MANAGER: _____

UTILITY COORDINATOR: _____

NETWORK OPERATIONS MANAGER: _____

PROGRAM REGIONAL MANAGER: _____

T-MOBILE WEST LLC
T-Mobile
1855 GATEWAY BLVD 9TH FLOOR
CONCORD, CA 94520

PROJECT INFORMATION:
**BA91245A
HARBOR VIEW
TANK**
2370 HARBOR VIEW DRIVE
MARTINEZ, CA 94553

CURRENT ISSUE DATE:
10/12/2015

ISSUED FOR:
CONSTRUCTION

REV.: DATE: DESCRIPTION: BY:

REV.	DATE	DESCRIPTION	BY
	10/30/2013	90% CD	NS
	11/05/2013	100% CD	NS
	06/19/2015	100% CD	NS
	07/06/2015	100% CD	NS
	07/21/2015	100% CD	NS
	07/30/2015	100% CD	NS
	08/25/2015	100% CD	NS
	10/05/2015	100% CD	NS
	10/12/2015	100% CD	NS

PROJECT ARCHITECT/ENGINEER:
ZON ARCHITECTS
SANTA BARBARA SAN FRANCISCO
660 4TH STREET #255
SAN FRANCISCO, CA. 94107
PHONE: (415) 740-9974
FAX: (415) 354-3502

CONSULTANT:

DRAWN BY: _____ CHK.: _____ APV.: _____
NS NS DE



SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

	NEW ANTENNA		GROUT OR PLASTER
	EXISTING ANTENNA		(E) BRICK
	GROUND ROD		(E) MASONRY
	GROUND BUS BAR		CONCRETE
	MECHANICAL GRND. CONN.		EARTH
	CADWELD		GRAVEL
	GROUND ACCESS WELL		PLYWOOD
	ELECTRIC BOX		WOOD CONTINUOUS
	TELEPHONE BOX		WOOD BLOCKING
	LIGHT POLE		STEEL
	FND. MONUMENT		CENTERLINE
	SPOT ELEVATION		PROPERTY/LEASE LINE
	SET POINT		MATCH LINE
	REVISION		WORK POINT
	GRID REFERENCE		GROUND CONDUCTOR
	DETAIL REFERENCE		TELEPHONE CONDUIT
	ELEVATION REFERENCE		ELECTRICAL CONDUIT
	SECTION REFERENCE		ELECTRICAL & TELCO CONDUITS
			COAXIAL CABLE
			OVERHEAD SERVICE CONDUCTORS
			CHAIN LINK FENCING
			WOOD FENCING

LEGEND 3

A.B.	ANCHOR BOLT	GRND.	GROUND
ABV.	ABOVE	HDR.	HEADER
ACCA	ADDITIONAL	HGR.	HANGER
ADOL.	ADDITIONAL	HT.	HEIGHT
A.F.F.	ABOVE FINISHED FLOOR	ICGB.	ISOLATED COPPER GROUND BUS
A.F.G.	ABOVE FINISHED GRADE	IN."	INCHES
AGL.	ABOVE GROUND LEVEL	INT.	INTERIOR
ALUM.	ALUMINUM	L.B.(#)	POUNDS(LBS)
ALT.	ALTERNATE	L.B.	LAG BOLTS
ANSL.	ABOVE SEA LEVEL	L.F.	LINEAR FEET(FOOT)
ANT.	ANTENNA	L.	LONGITUDINAL
APPRX.	APPROXIMATELY	MAS.	MASONRY
ARCH.	ARCHITECTURAL	MAX.	MAXIMUM
AWG.	AMERICAN WIRE GAUGE	M.B.	MACHINE BOLT
BLDG.	BUILDING	MECH.	MECHANICAL
BLC.	BLOCK	MFR.	MANUFACTURER
BLG.	BLOCKING	MIN.	MINIMUM
BLM.	BEAM	MISC.	MISCELLANEOUS
BN.	BOUNDARY NAILING	MTL.	METAL
BN.	BACK-UP CABINET	(N)	NEW
CAB.	CABINET	NO.(#)	NUMBER
BTOW.	BASE TINED COPPER WIRE	N.T.S.	NOT TO SCALE
B.O.F.	BOTTOM OF FOOTING	O.C.	ON CENTER
CANT.	CANTILEVERED	OPNG.	OPENING
C.I.P.	CAST IN PLACE	P/C	PRE CAST CONCRETE
CLG.	CEILING	PCS	PERSONAL COMMUNICATION SERVICES
CLF.	CLEAR	PLY.	PLYWOOD
COL.	COLUMN	P/PC.	POWER PROTECTION CABINET
CONC.	CONCRETE	PRC.	PRIMARY FLEXING CABINET
CONN.	CONNECTION(OR)	P.S.F.	POUNDS PER SQUARE FOOT
CONST.	CONSTRUCTION	P.S.I.	POUNDS PER SQUARE INCH
CONT.	CONTINUOUS	P.T.	PRESSURE TREATED
#	DOUBLE	PWR.	POWER (CABINET)
DBL.	DOUBLE	QTY.	QUANTITY
DEPT.	DEPARTMENT	RAD.(R)	RADIUS
D.F.	DOUGLAS FIR	REF.	REFERENCE
DN.	DIAMETER	REINF.	REINFORCING
DIAG.	DIAGONAL	REQ'D.	REQUIRED
DM.	DIMENSION	RGS.	RIGID GALVANIZED STEEL
DWG.	DRAWINGS(S)	SCH.	SCHEDULE
DWL.	DOWELS(S)	SHT.	SHEET
EA.	EACH	SIM.	SIMILAR
ELEV.	ELEVATION	SPEC.	SPECIFICATION(S)
ELEC.	ELECTRICAL	SQ.	SQUARE
ELEV.	ELEVATOR	S.S.	STAINLESS STEEL
EMT.	ELECTRICAL METALLIC TUBING	STD.	STANDARD
EN.	EDGE NAIL	STR.	STEEL
ENG.	ENGINEER	STRUC.	STRUCTURAL
EQL.	EQUAL	TEMP.	TEMPORARY
EXP.	EXPANSION	THK.	THICKNESS
EXT.(E)	EXISTING	T.N.	TOE NAIL
EXT.	EXTERIOR	T.O.A.	TOP OF ANTENNA
FAB.	FABRICATION(OR)	T.O.C.	TOP OF CURB
F.F.	FINISH FLOOR	T.O.F.	TOP OF FOUNDATION
F.G.	FINISH GRADE	T.O.P.	TOP OF PLATE(PARAPET)
FIN.	FINISHED	T.O.S.	TOP OF STEEL
FLR.	FLOOR	T.O.W.	TOP OF WALL
FDN.	FOUNDATION	TYP.	TYPICAL
F.O.C.	FACE OF CONCRETE	U.G.	UNDER GROUND
F.O.M.	FACE OF MASONRY	U.L.	UNDERWRITES LABORATORY
F.O.S.	FACE OF STUD	U.N.Q.	UNLESS NOTED OTHERWISE
F.O.W.	FACE OF WALL	V.I.F.	VERIFY IN FIELD
F.S.	FINISH SURFACE	W	WIDE(WIDTH)
FT.(F)	FOOT(FEET)	W/	WITH
FTG.	FOOTING	WD.	WOOD
G.	GROWTH(CABINET)	W.P.	WEATHERPROOF
GA.	GALVE	WT.	WEIGHT
GA.	GALVANIZED	W.	WALL
G.F.I.	GROUND FAULT CIRCUIT INTERRUPTER	W.	WALL
GLB.(GLU/AM)	GLUE LAMINATED BEAM	€	CENTERLINE
GPS	GLOBAL POSITIONING SYSTEM	PLATE	PLATE

ABBREVIATIONS 2

CONSTRUCTION NOTES

- 1- SURVEY INFORMATION SHOWN IS OBTAINED FROM A SURVEY PER SHEET C-1.
- 2- THE APPLICANT, ARCHITECT/ENGINEER, AND REPRESENTATIVES OF THE OWNER, MUST BE NOTIFIED AT LEAST TWO FULL DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 3- DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
- 4- DO NOT SCALE BUILDING DIMENSIONS FROM DRAWINGS.
- 5- ANY DRAIN AND/OR FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-CONSTRUCTED DRAWINGS BY GENERAL CONTRACTOR AND ISSUED TO ARCHITECT AT COMPLETION OF PROJECT.
- 6- ALL EXISTING UTILITIES, FACILITIES, CONDITIONS AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS, THE ARCHITECT/ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.
- 7- CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR RESOLUTION AND INSTRUCTION. AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE. CONTRACT SHALL CALL LOCAL DIGGER HOT LINE FOR UTILITY LOCATIONS 48 HOURS PRIOR TO START OF CONSTRUCTION.
- 8- ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.
- 9- THE BUILDING DEPARTMENT ISSUING THE BUILDING PERMIT SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO COMMENCEMENT OF WORK OR AS STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION.
- 10- GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LIMITS.
- 11- ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION(OSHA) REQUIREMENTS.
- 12- STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DRY DENSITY.
- 13- NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
- 14- ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFT'S THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.
- 15- ANY FILLS PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL, SHALL BE PROPERLY BENCHED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER.
- 16- THE GRADES WITHIN THE FENCED-IN AREA TO BE ACHIEVED BY COMPACTING CLEAN FILL TO A DENSITY OF 90% OF STANDARD PROCTOR COVERING THE AREA WITH 6 MIL. VISQUENE (L' OVERLAP AT SEAMS) FOR WEED SUPPRESSION, THEN ACHIEVING FINISH GRADE BY ADDING 6" OF 3/4" CRUSHED STONE - NO FINES.
- 17- CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAPERS, TRASH, WEEDS, BRUSH OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR.
- 18- ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH THE IMPROVEMENTS SHALL BE PROTECTED BY THE GENERAL CONTRACTOR.
- 19- DRIVE WAY CONSTRUCTION, GRADING AND DRAINAGE WORK SHALL CONFORM TO CALIFORNIA STATE OF TRANSPORTATION "STANDARD SPECIFICATION FOR THE ROAD AND BRIDGE CONSTRUCTION", LATEST EDITIONS, AND ALL APPLICABLE PROVISIONS OR LOCAL COUNTY ORDINANCES.
- 20- ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.

GENERAL NOTES 2

DRAWING SPECIFICATIONS

- 1- THE LATEST EDITION OF THE AMERICAN INSTITUTE OF ARCHITECTS DOCUMENT A201, "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION," ARE INCLUDED IN THESE SPECIFICATIONS AS IF COMPLETELY REPRODUCED HEREIN.
- 2- THIS FACILITY IS AN UNOCCUPIED TELECOMMUNICATIONS SITE AND IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.
- 3- THE DRAWINGS SHALL NOT BE SCALED. FIGURED DIMENSIONS HAVE PRECEDENCE OVER THE DRAWING SCALE. DETAIL DRAWINGS HAVE PRECEDENCE OVER SMALL SCALE DRAWINGS. THE CONTRACTOR SHALL CHECK THE ACCURACY OF ALL DIMENSIONS IN THE FIELD. UNLESS SPECIFICALLY NOTED DO NOT FABRICATE ANY MATERIALS OR BEGIN ANY MATERIALS OR BEGIN ANY CONSTRUCTION UNTIL THE ACCURACY OF THE DRAWING DIMENSIONS HAVE BEEN VERIFIED AGAINST ACTUAL FIELD DIMENSIONS.
- 4- ALL SYMBOLS AND ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, THE PROJECT MANAGER AND THE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO PROCEEDING WITH THE WORK.
- 5- THE DETAILS ARE INTENDED TO SHOW THE END RESULT OF THE DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS. SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
- 6- REPRESENTATIONS OF THE TRUE NORTH, OTHER THAN FOUND ON THE PLOT OF THE SURVEY DRAWING, SHALL NOT BE USED TO IDENTIFY OR ESTABLISH THE BEARING OF TRUE NORTH. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF THE SURVEY DRAWING AND ANY SURVEYOR MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH. IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ARCHITECT / ENGINEER.
- 7- THESE CONSTRUCTION DRAWINGS DESCRIBE THE WORK TO BE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION.
- 8- THE INTENTION OF THE DOCUMENT IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
- 9- THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESIGNATE THE METHOD OF THE PROCEDURE, TYPE AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
- 10- MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK WILL BE MADE OR PERMITTED BY THE OWNER WITHOUT ISSUING A CHANGE ORDER.
- 11- GENERAL ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK, THE CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

CONTRACTOR SPECIFICATIONS

- 1- PRIOR TO THE SUBMISSION OF BIDS, THE PARTICIPATING CONTRACTORS SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT, WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS, FIELD CONDITIONS, AND CONFIRM THAT THE PROJECT CAN BE ACCOMPLISHED AS SHOWN, PRIOR TO SUBMISSION OF BIDS AND CONSTRUCTION. SHOULD ANY ERRORS, OMISSIONS, OR DISCREPANCIES BE FOUND, THE GENERAL CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT MANAGER AND THE ARCHITECT/ENGINEER, IN WRITING. IN THE EVENT OF DISCREPANCIES, THE CONTRACTOR SHALL INCLUDE THE MORE COSTLY OR EXTENSIVE WORK IN THE BID, UNLESS SPECIFICALLY DIRECTED OTHERWISE. IF A DISCREPANCY EXISTS AND THE PROJECT MANAGER AND ARCHITECT / ENGINEER ARE NOT NOTIFIED, THE GENERAL CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL COSTS INCURRED TO REPAIR OR CORRECT ALL PROBLEMS THAT RESULT.
- 2- EXISTING ELEVATIONS AND LOCATIONS TO BE JOINED SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. IF THEY DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER AND THE ARCHITECT / ENGINEER, SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK.
- 3- THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER AND THE ARCHITECT / ENGINEER IF ANY OF THE DETAILS ARE CONSIDERED IMPRACTICAL, UNSUITABLE, UNSAFE, NOT WATERPROOFED, OR NOT WITHIN CUSTOMARY TRADE PRACTICE. IF WORK IS PERFORMED, IT WILL BE ASSUMED THAT THERE IS NO OBJECTION TO ANY DETAIL. THE DETAILS ARE INTENDED TO SHOW THE END RESULT OF THE DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS AND SHALL BE INCLUDED AS PART OF THE WORK.
- 4- THE CONTRACTOR SHALL OBTAIN, IN WRITING AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
- 5- 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. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- 6- THE CONTRACTOR AND SUBCONTRACTORS SHALL COMPLY WITH ALL LOCAL CODES, REGULATIONS, AND ORDINANCES, AS WELL AS, STATE DEPARTMENT OF INDUSTRIAL REGULATIONS AND DIVISION OF INDUSTRIAL SAFETY (OSHA) REQUIREMENTS.
- 7- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHAPTER 23 OF THE UBC REGARDING EARTHQUAKE PIPING, LIGHT FIXTURES, CEILING GRID, INTERIOR PARTITIONS AND MECHANICAL EQUIPMENT. ALL WORK MUST BE IN ACCORDANCE WITH LOCAL EARTHQUAKE CODES AND REGULATIONS.

EXHIBIT B

8. THE WORKMANSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRADE INVOLVED AND SHALL MEET OR EXCEED THE FOLLOWING MINIMUM REFERENCE STANDARDS FOR QUALITY AND PROFESSIONAL CONSTRUCTION PRACTICE:
 - NRCA NATIONAL ROOFING CONTRACTORS ASSOCIATION
OHARE INTERNATIONAL CENTER
10255 WEST HIGGINS ROAD, SUITE 600
ROSEMONT, IL 60018
 - SMACNA SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION
4201 LAFAYETTE CENTER DRIVE
CHATTILY, VA 22021-1209
 - ITLP INTERNATIONAL INSTITUTE FOR LATH AND PLASTER
820 TRANSFER ROAD
ST. PAUL, MN 55114-1406
 - AMA ADHESIVE MANUFACTURERS ASSOCIATION
401 NORTH MICHIGAN AVENUE, SUITE 2400
CHICAGO, IL 60611
- 9- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATION, UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
- 10- ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY THE GENERAL CONTRACTOR WITH LOCAL ELECTRICAL COMPANY, TELEPHONE COMPANY AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.
- 11- THE CONTRACTOR SHALL OBTAIN AND PAY FOR PERMITS, LICENSES AND INSPECTIONS NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUDE THOSE IN THE COST OF THE WORK.
- 12- THE CONTRACTOR SHALL SUPERVISE AND DIRECT ALL WORK USING HIS BEST SKILL AND ATTENTION. HE SHALL SOLELY BE RESPONSIBLE FOR ALL CONSTRUCTION MEANS METHODS, TECHNIQUES, PROCEDURES AND SEQUENCES, AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
- 13- THE CONTRACTOR SHALL PROTECT THE PROPERTY OWNERS, PROJECT MANAGER AND THE CARRIERS PROPERTY FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION ANY DAMAGE TO NEW AND EXISTING CONSTRUCTION, STRUCTURE LANDSCAPING, CURBS, STAIRS, EQUIPMENT, ETC., SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE PROJECT MANAGER, THE PROPERTY OWNER, OR THE OWNERS REP, AT THE EXPENSE OF THE CONTRACTOR.
- 14- THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REPLACE OR REMEDY, ANY FAULTY IMPROPER, OR INFERIOR MATERIALS OR WORKMANSHIP, OR ANY DAMAGE WHICH SHALL APPEAR WITHIN ONE YEAR AFTER THE COMPLETION AND ACCEPTANCE OF THE WORK BY T-MOBILE OR ITS REPRESENTATIVES, UNDER THIS CONTRACT.
- 15- THE CONTRACTOR SHALL VERIFY, COORDINATE, AND PROVIDE ALL NECESSARY BLOCKING, BACKING, FRAMING, HANGERS OR OTHER SUPPORTS FOR ALL ITEMS REQUIRING THE SAME.
- 16- PENETRATIONS OF ROOF MEMBRANES SHALL BE PATCHED/ FLASHED AND MADE WATERTIGHT USING MATERIALS IN ACCORDANCE WITH NRCA ROOFING STANDARD AND DETAILS. THE CONTRACTOR SHALL OBTAIN DETAILED CLARIFICATION FOR SITE-SPECIFIC CONDITIONS FROM THE ARCHITECT/ENGINEER, IF NECESSARY, BEFORE PROCEEDING.
- 17- THE CONTRACTOR SHALL CONTACT U.S.A UNDERGROUND BEFORE PROCEEDING WITH ANY EXCAVATION, SITE WORK, OR CONSTRUCTION.
- 18- DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
- 19- ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.
- 20- IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, WHETHER SHOWN HEREIN OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES FOR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED IN CONJUNCTION WITH THE EXECUTION OF WORK.
- 21- THE CONTRACTOR SHALL PROVIDE TEMPORARY WATER, POWER AND TOILET FACILITIES AS REQUIRED BY THE PROPERTY OWNER, THE PROJECT MANAGER, AND THE CITY OR GOVERNING AGENCY.
- 22 - THE CONTRACTOR SHALL REMOVE ALL RUBBISH AND WASTE MATERIAL ON A DAILY BASIS AND SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING THROUGHOUT CONSTRUCTION, INCLUDING FINAL CLEANUP UPON COMPLETION OF WORK. ALL AREAS ARE TO BE LEFT IN A BROOM CLEAN CONDITION AT THE END OF EACH DAY.
- 23- ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION, AND IN A MANNER THAT DOES NOT UNNECESSARILY OBSTRUCT THE FLOW OF OTHER WORK. IN ADDITION, STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.
- 24- THE GENERAL CONTRACTOR MUST PERFORM WORK DURING PROPERTY OWNER'S PREFERRED HOURS TO AVOID DISRUPTION OF NORMAL ACTIVITY.
- 25- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE PROJECT SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETED AND ACCEPTED BY THE PROJECT MANAGER.
- 26- THE LATEST EDITION OF ALL PERMITTED AND APPROVED PLANS PERTAINING TO THIS PROJECT SHALL BE KEPT IN A PLAN BOX AND SHALL NOT BE USED BY THE WORKERS. ALL CONSTRUCTION SETS SHALL REFLECT THE SAME INFORMATION. THE CONTRACTOR MUST ALSO MAINTAIN IN GOOD CONDITION, ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF THE JOB SUPERINTENDENT.
- 27- THE CONTRACTOR SHALL PROVIDE A CLOSE-OUT PACKAGE TO THE PROJECT MANAGER, WHICH WILL INCLUDE:
 - A. BUILDING PERMITS/ELECTRICAL PERMITS
 - B. FINAL INSPECTION CARD
 - C. STAMPED BUILDING PERMIT PLANS
 - D. GROUNDING TEST
 - E. SWEEP TEST
 - F. CONCRETE TEST
 - G. SPECIAL INSPECTION REPORTS
 - H. WARRANTIES, MANUAL, EQUIPMENT SPECIFICATIONS
 - I. SUBCONTRACTOR CONTACT LIST
 - J. REDLINED AS-BUILTS
 - K. CONSTRUCTION PROCESS PHOTOS
 - L. SITE COMPLETION PHOTOS
 - M. A WRITTEN REPORT ON ANTENNA SERIAL NUMBER FOR EACH SECTOR
 - N. MANUFACTURER'S PERFORMANCE REPORT FOR EACH ANTENNA
- 28- CONTRACTOR TO CALL USA UNDERGROUND AT LEAST TWO DAYS PRIOR TO COMMENCING ANY UNDERGROUND WORK AT 1-800-227-2600.

ENGINEERING REQUIREMENTS

1. ALL EXPOSED METAL SHALL BE HOT-DIPPED GALVANIZED.
2. SEAL ALL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L LISTED OR FIRE MARSHALL APPROVED MATERIALS IF AND WHERE APPLICABLE TO THIS FACILITY AND PROJECT SITE.
3. ALL NEW OPENINGS IN THE EXTERIOR ENVELOPE OF CONDITIONED SPACES SUCH AS, AT WALL AND ROOF PENETRATIONS, SHALL BE CAULKED OR SEALED TO LIMIT INFILTRATION OF AIR AND MOISTURE.
4. THE ELECTRICAL POWER SYSTEM SHALL BE GROUNDED PER NEC ARTICLES 250 AND 810.
5. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE DRAWINGS TO THE PROJECT MANAGER FOR APPROVAL. ALL SHOP DRAWINGS SHALL BE REVIEWED, CHECKED AND CORRECTED BY THE CONTRACTOR PRIOR TO SUBMITTAL TO THE PROJECT MANAGER.
6. THE CONTRACTOR SHALL SUBMIT THREE COPIES OF EACH REQUEST FOR SUBSTITUTIONS. IN EACH REQUEST, IDENTIFY THE PRODUCT, FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS AND COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.
7. THE CONTRACTOR SHALL SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS WHICH PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS AND MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY THE PROJECT MANAGER, SUBMIT ACTUAL SAMPLES TO ZON ARCHITECTS, INC. FOR APPROVAL, IN LIEU OF CUT SHEETS.
8. CHANGE ORDERS MAY BE INITIATED BY THE PROJECT MANAGER AND/OR THE CONTRACTOR INVOLVED. THE CONTRACTOR, UPON VERBAL REQUEST FROM THE PROJECT MANAGER, SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGE IN WORK OR MATERIALS AND ANY CHANGES IN THE CONTRACT AMOUNT AND PRESENT IT TO THE PROJECT MANAGER WITHIN SEVENTY-TWO HOURS FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM AND IN ACCORDANCE WITH PROCEDURES REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES IN THE SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT A WRITTEN CHANGE ORDER AS DESCRIBED AND APPROVED BY THE PROJECT MANAGER SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR.

GENERAL REQUIREMENTS

1. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR AIOBC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT CONSTRUCTION AREA.
2. THE CONTRACTOR SHALL, AT THEIR OWN EXPENSE, CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT, ALL INSURANCE AS REQUIRED AND LISTED. THE CONTRACTOR SHALL NOT COMMENCE WITH THEIR WORK UNTIL THEY HAVE PRESENTED AN ORIGINAL CERTIFICATE OF INSURANCE, STATING ALL COVERAGE TO THE CELLULAR CARRIER. THE CELLULAR CARRIER SHALL BE NAMED AS AN ADDITIONAL COMPANY INSURED ON ALL POLICIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS INDICATED IN THE CONSTRUCTION DRAWINGS, ANY SUCH DISCREPANCY IN DIMENSIONS, WHICH MAY BE FOUND, SHALL BE SUBMITTED TO THE PROJECT MANAGER FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.
4. THE BIDDER, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING CONCERNING WHICH SUCH BIDDER MIGHT HAVE FULLY INFORMED THEMSELVES PRIOR TO THE BIDDING.
5. NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OR CONDITIONS THAT MAY BE ENCOUNTERED OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS GOVERNING THE WORK.
6. BEFORE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANAGER WHO WILL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THIS PROJECT. THE PROJECT MANAGER WILL DEVELOP A MASTER SCHEDULE FOR THE PROJECT WHICH WILL BE SUBMITTED TO THE CELLULAR CARRIER'S PROJECT MANAGER PRIOR TO THE COMMENCEMENT OF ANY WORK.
7. THE CONTRACTOR SHALL SUBMIT A BAR TYPE PROGRESS CHART NOT MORE THAN THREE DAYS AFTER THE DATE ESTABLISHED FOR COMMENCEMENT OF THE WORK ON THE SCHEDULE. IT SHALL INDICATE A TIME BAR FOR EACH MAJOR CATEGORY OF WORK TO BE PERFORMED AT THE SITE, PROPERLY SEQUENCED AND COORDINATED WITH OTHER ELEMENTS OF WORK AND SHOWING COMPLETION OF THE WORK SUFFICIENTLY IN ADVANCE OF THE DATE ESTABLISHED FOR SUBSTANTIAL COMPLETION OF THE SITE.
8. THE CONTRACTOR SHALL PROVIDE WRITTEN DAILY UPDATES ON SITE PROGRESS TO THE PROJECT MANAGER.
9. A COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO THE START OF CONSTRUCTION.
10. NOTIFY THE PROJECT MANAGER IN WRITING NO LESS THAN FORTY-EIGHT HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND EQUIPMENT CABINET PLACEMENT.
11. THE CONTRACTOR SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A MOBILE PHONE OR A BEEPER. THIS EQUIPMENT WILL NOT BE SUPPLIED BY THE CELLULAR CARRIER. NOR WILL WIRELESS SERVICE BE ARRANGED.
12. DURING CONSTRUCTION, THE CONTRACTOR MUST ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR HARD HATS AT ALL TIMES. CONTRACTOR WILL COMPLY WITH ALL SAFETY REQUIREMENTS IN THEIR AGREEMENT.

GENERAL NOTES

1. ALL EXPOSED METAL SHALL BE HOT-DIPPED GALVANIZED.
2. SEAL ALL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L LISTED OR FIRE MARSHALL APPROVED MATERIALS IF AND WHERE APPLICABLE TO THIS FACILITY AND PROJECT SITE.
3. ALL NEW OPENINGS IN THE EXTERIOR ENVELOPE OF CONDITIONED SPACES SUCH AS, AT WALL AND ROOF PENETRATIONS, SHALL BE CAULKED OR SEALED TO LIMIT INFILTRATION OF AIR AND MOISTURE.
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T-MOBILE WEST LLC

 1855 GATEWAY BLVD 9TH FLOOR
 CONCORD, CA 94520

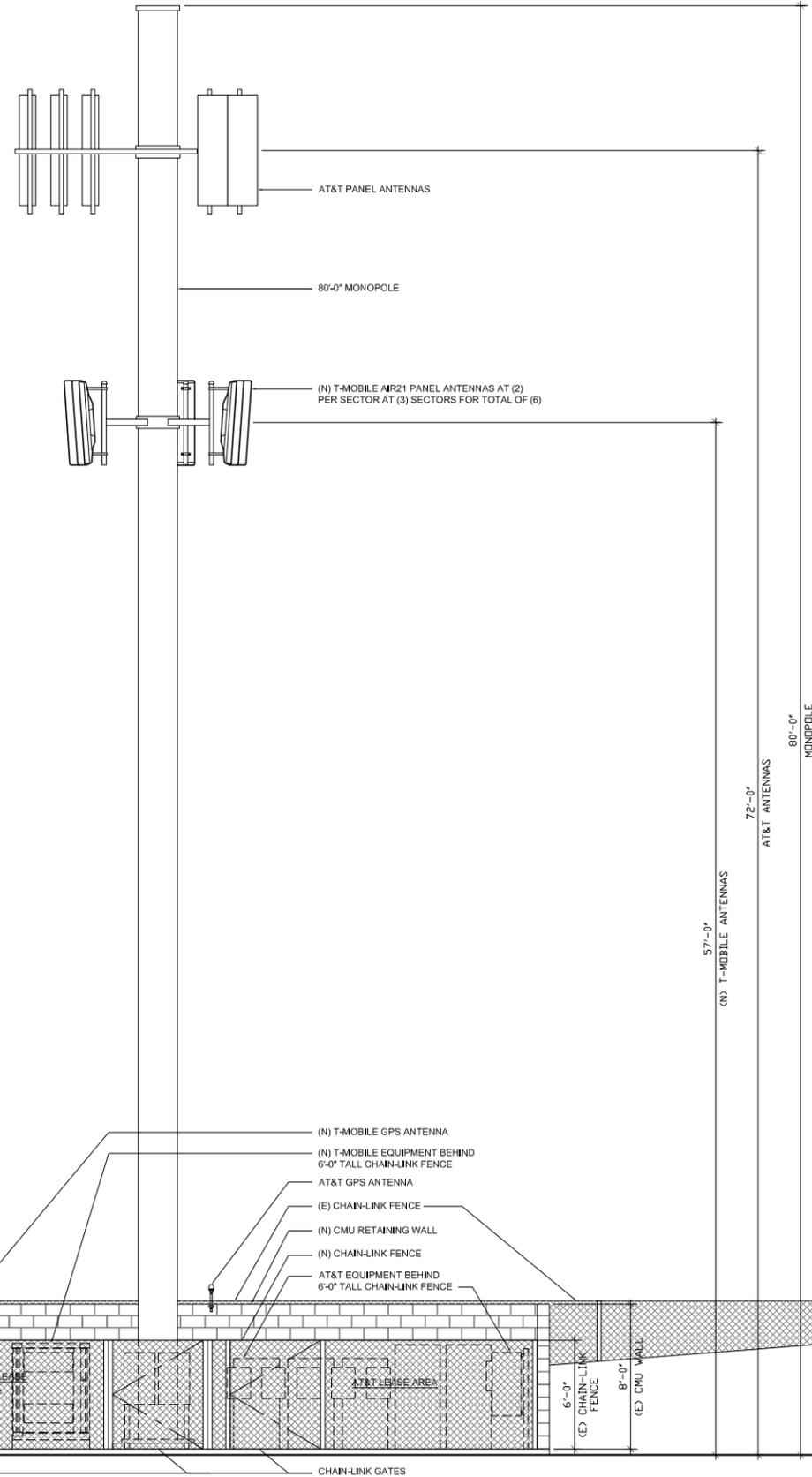
PROJECT INFORMATION:
BA91245A
HARBOR VIEW
TANK
 2370 HARBOR VIEW DRIVE
 MARTINEZ, CA 94553

CURRENT ISSUE DATE:
10/12/2015

ISSUED FOR:

REV. DATE	DESCRIPTION	BY
10/30/2013	90% CD	

EXHIBIT B



EAST ELEVATION



PROJECT INFORMATION:

**BA91245A
HARBOR VIEW
TANK**

2370 HARBOR VIEW DRIVE
MARTINEZ, CA 94553

CURRENT ISSUE DATE:

10/12/2015

ISSUED FOR:

CONSTRUCTION

REV.: DATE: DESCRIPTION: BY:

REV.	DATE	DESCRIPTION	BY
	10/30/2013	90% CD	NS
	11/05/2013	100% CD	NS
	06/19/2015	100% CD	NS
	07/06/2015	100% CD	NS
	07/21/2015	100% CD	NS
	07/30/2015	100% CD	NS
	08/25/2015	100% CD	NS
	10/05/2015	100% CD	NS
	10/12/2015	100% CD	NS

PROJECT ARCHITECT/ENGINEER:



660 4TH STREET #255
SAN FRANCISCO, CA, 94107
PHONE: (415) 740-9974
FAX: (415) 354-3502

CONSULTANT:

DRAWN BY: CHK.: APV.:

NS NS DE

LICENSER:



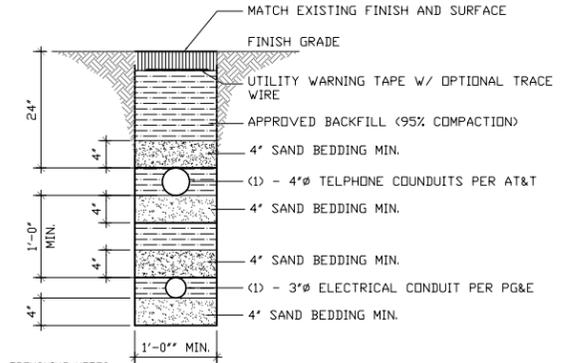
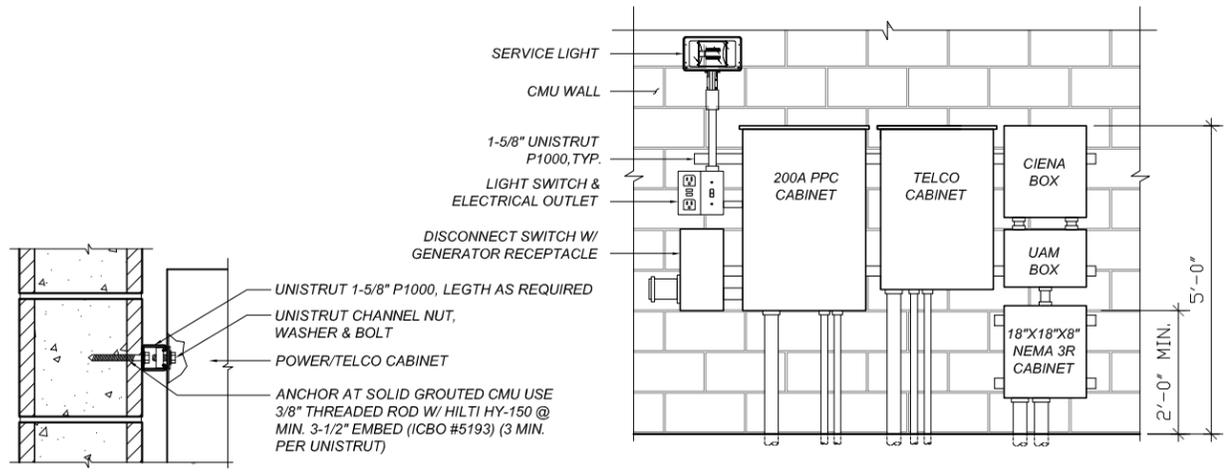
SHEET TITLE:

ELEVATION

SHEET NUMBER:

A-2

EXHIBIT B



TRENCHING NOTES:
 1) MINIMUM COVERAGE OF DUCT ON PRIVATE PROPERTY 24" OR AS SPECIFIED BY PERMITTING AGENT.
 2) MINIMUM COVERAGE OF DUCT IN PUBLIC R/W 24" OR AS SPECIFIED BY PERMITTING AGENT.
 3) MINIMUM 12" SEPARATION IN JOINT TRENCH BETWEEN POWER AND TELCO, OR AS SPECIFIED BY PERMITTING AGENT. (VERTICAL SEPARATION UNLESS PREVIOUSLY APPROVED DUE TO SPECIFIC SITE CONDITIONS.)
 4) PULL BOXES - PER UTILITY CO. STANDARDS.
 5) SPLICE BOXES - PER UTILITY CO. STANDARDS.
 6) ALL CONDUIT TO ENTER ENDS OF BOXES (NOT SIDES) AND BE MORTARED SWEPT INTO BOTTOM LIKE POWER). CONDUITS TO BE CUT FLUSH WITH THE INSIDE FACE OF BOX.
 7) BASES ARE REQUIRED ON ALL SPLICE BOXES. SPLICE BOXES ARE TO BE EQUIPPED WITH CABLE RACKS AND PULLING EYES.
 8) USE TRAFFIC RATED BOXES, BASES AND LIDS ON ALL PULL OR SPLICE BOXES THAT ARE SUBJECTED TO VEHICULAR TRAFFIC.
 9) INSTALL TRU-TAPE & PULL ROPE IN TELCO CONDUIT & P.G&E.

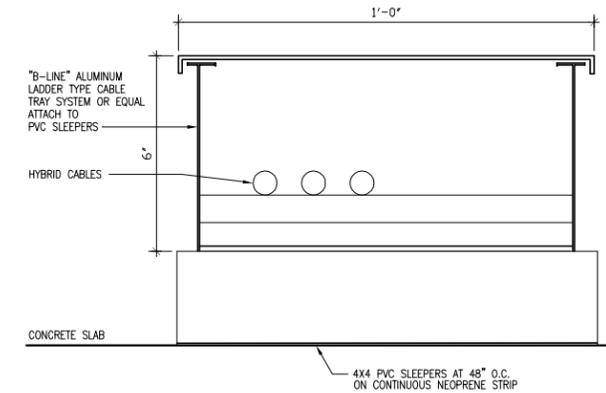
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UTILITY CABINETS DETAIL

SCALE 6
NTS

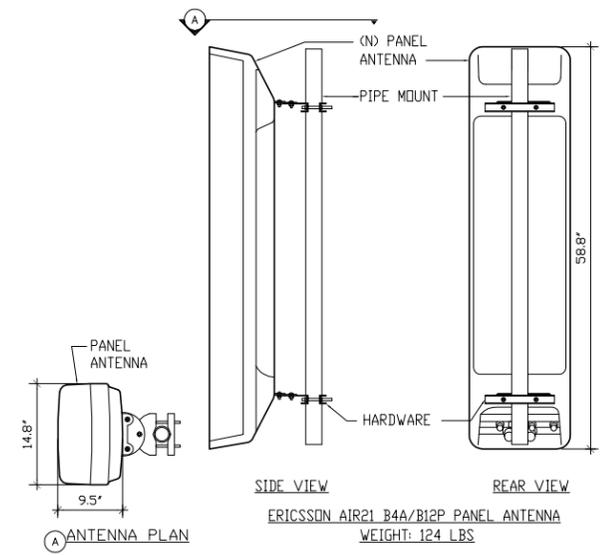
UTILITY JOINT TRENCH DETAIL

SCALE 3
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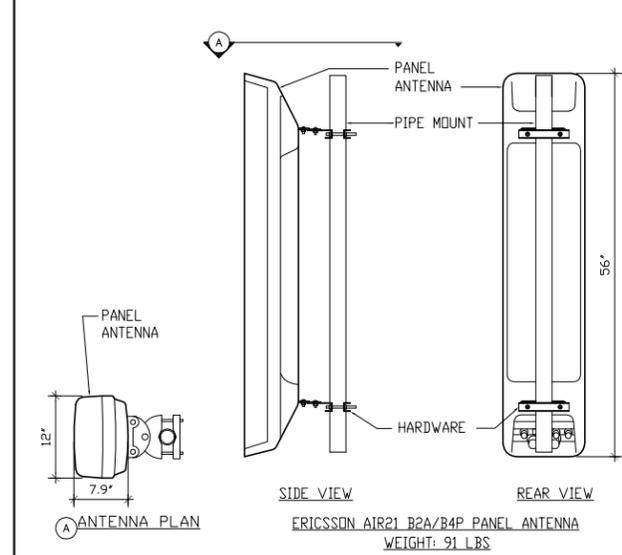
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CABLE TRAY



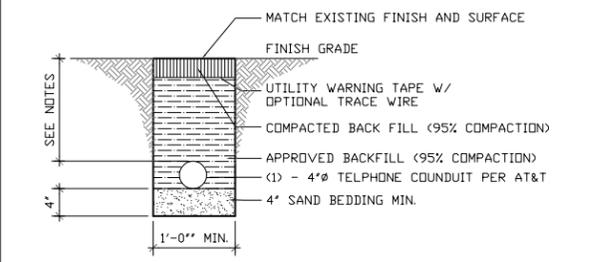
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ANTENNA DETAIL



SCALE 5
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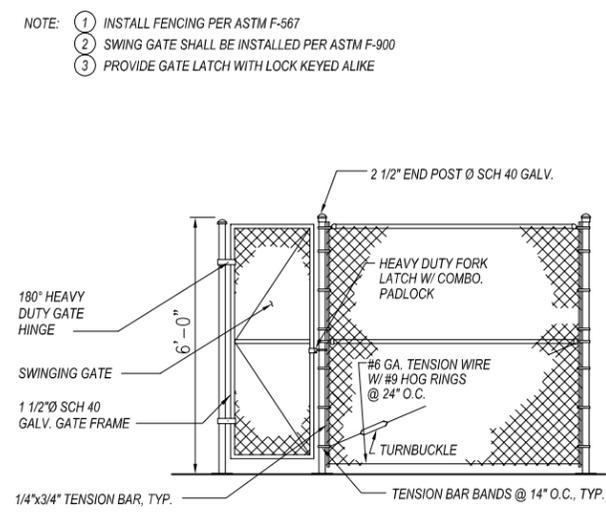
ANTENNA DETAIL



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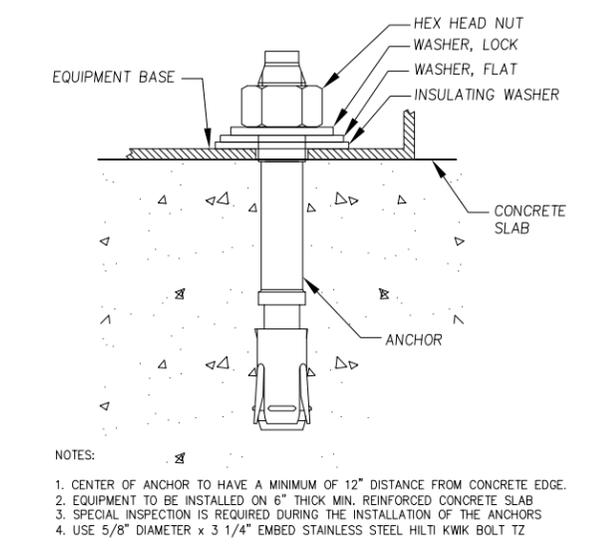
TELCO TRENCH DETAIL

TRENCHING NOTES:
 1) MINIMUM COVERAGE OF DUCT ON PRIVATE PROPERTY 18" OR AS SPECIFIED BY PERMITTING AGENT.
 2) MINIMUM COVERAGE OF DUCT IN PUBLIC R/W 24" OR AS SPECIFIED BY PERMITTING AGENT.
 3) MINIMUM 12" SEPARATION IN JOINT TRENCH BETWEEN POWER AND TELCO, OR AS SPECIFIED BY PERMITTING AGENT. (VERTICAL SEPARATION UNLESS PREVIOUSLY APPROVED DUE TO SPECIFIC SITE CONDITIONS.)
 4) PULL BOXES - MINIMUM 17"W X 30"L
 5) SPLICE BOXES - MINIMUM 30"W X 48"L
 6) ALL CONDUIT TO ENTER ENDS OF BOXES (NOT SIDES) AND BE MORTARED SWEPT INTO BOTTOM LIKE POWER). CONDUITS TO BE CUT FLUSH WITH THE INSIDE FACE OF BOX.
 7) BASES ARE REQUIRED ON ALL SPLICE BOXES. SPLICE BOXES ARE TO BE EQUIPPED WITH CABLE RACKS AND PULLING EYES.
 8) USE TRAFFIC RATED BOXES, BASES AND LIDS ON ALL PULL OR SPLICE BOXES THAT ARE SUBJECTED TO VEHICULAR TRAFFIC.
 9) INSTALL TRU-TAPE & PULL ROPE IN TELCO CONDUIT.



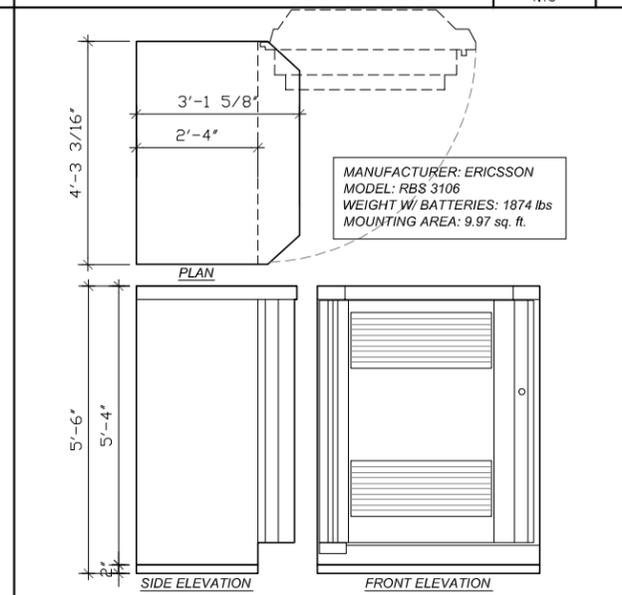
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CHAIN-LINK GATE DETAIL



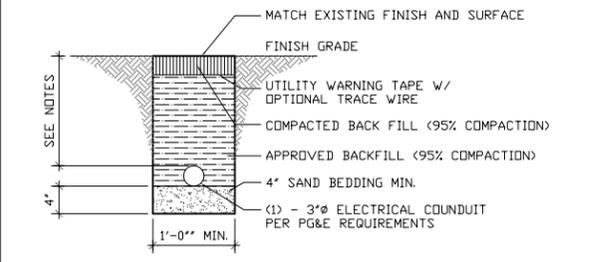
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RETROFIT ANCHOR



SCALE 4
NTS

RBS 3106 CABINET DETAIL



SCALE 1
NTS

ELECTRICAL TRENCH DETAIL

TRENCHING NOTES:
 1) MINIMUM COVERAGE OF DUCT ON PRIVATE PROPERTY 18" OR AS SPECIFIED BY PERMITTING AGENT.
 2) MINIMUM COVERAGE OF DUCT IN PUBLIC R/W 24" OR AS SPECIFIED BY PERMITTING AGENT.
 3) MINIMUM 12" SEPARATION IN JOINT TRENCH BETWEEN POWER AND TELCO, OR AS SPECIFIED BY PERMITTING AGENT. (VERTICAL SEPARATION UNLESS PREVIOUSLY APPROVED DUE TO SPECIFIC SITE CONDITIONS.)
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T-MOBILE WEST LLC
T-Mobile
 1855 GATEWAY BLVD 9TH FLOOR
 CONCORD, CA 94520

PROJECT INFORMATION:
BA91245A
HARBOR VIEW
TANK
 2370 HARBOR VIEW DRIVE
 MARTINEZ, CA 94553

CURRENT ISSUE DATE:
10/12/2015

ISSUED FOR:
CONSTRUCTION

REV.	DATE	DESCRIPTION	BY
	10/30/2013	90% CD	NS
	11/05/2013	100% CD	NS
	06/19/2015	100% CD	NS
	07/06/2015	100% CD	NS
	07/21/2015	100% CD	NS
	07/30/2015	100% CD	NS
	08/25/2015	100% CD	NS
	10/05/2015	100% CD	NS
	10/12/2015	100% CD	NS

PROJECT ARCHITECT/ENGINEER:
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 ARCHITECTS
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 660 4TH STREET #255
 SAN FRANCISCO, CA. 94107
 PHONE: (415) 740-9974
 FAX: (415) 354-3502

CONSULTANT:
 DRAWN BY: NS
 CHK.: NS
 APV.: DE

LICENSER:

SHEET TITLE:
DETAILS

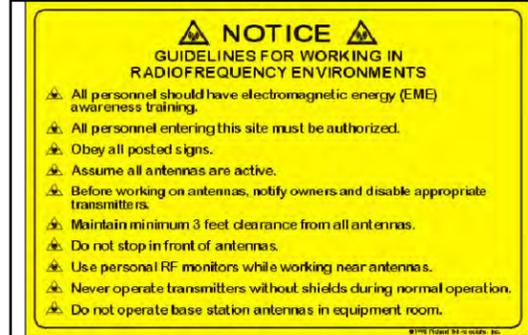
SHEET NUMBER:
A-3

EXHIBIT B

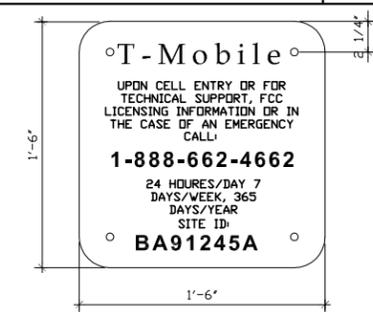


NOTE:
EMERGENCY SIGN TO BE
ADDED TO LEASE AREA
ENTRY GATE

EMERGENCY SIGN SCALE NTS 5

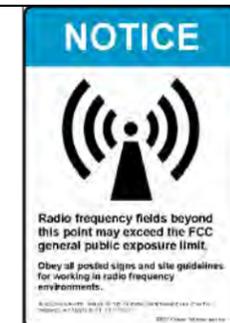


NOTICE SIGN SCALE NTS 4



SIGN TO BE PLACED ON MICROCELL CABINET

SITE ID SIGN SCALE NTS 3



NOTICE SIGN SCALE NTS 2



CAUTION SIGN SCALE NTS 1

T-MOBILE WEST LLC

 1855 GATEWAY BLVD 9TH FLOOR
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10/05/2015	100% CD	NS
10/12/2015	100% CD	NS

PROJECT ARCHITECT/ENGINEER:

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 PHONE: (415) 740-9974
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CONSULTANT:

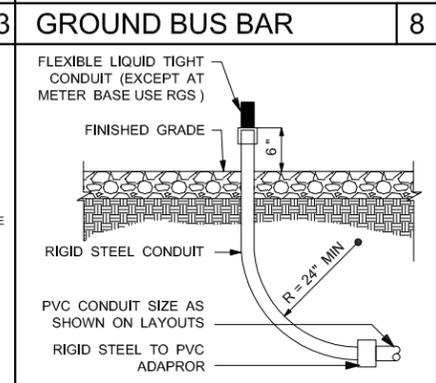
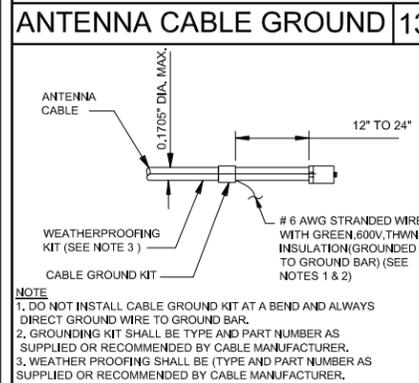
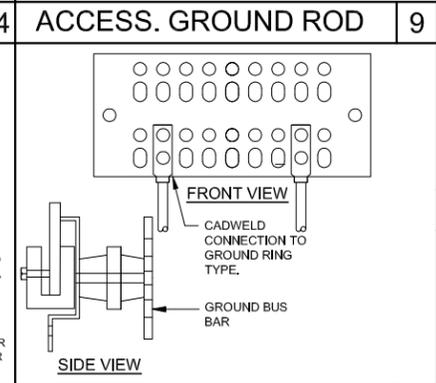
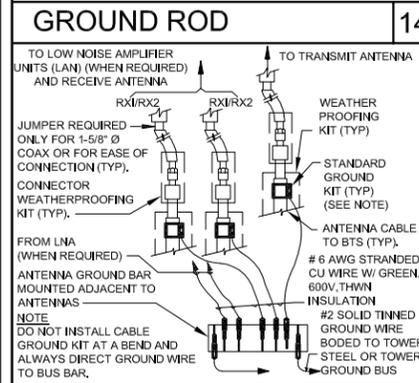
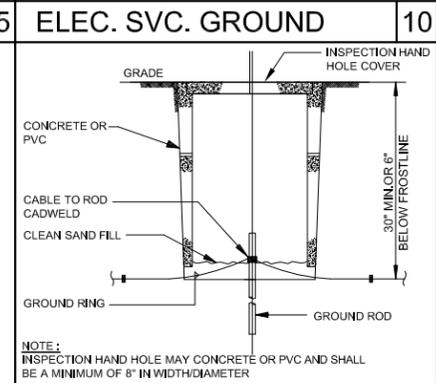
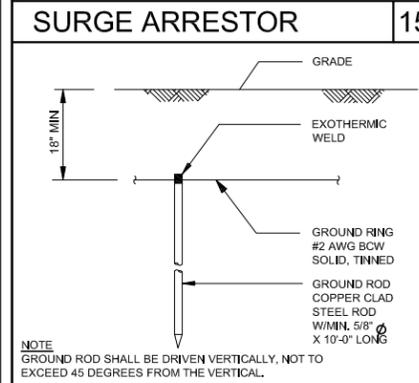
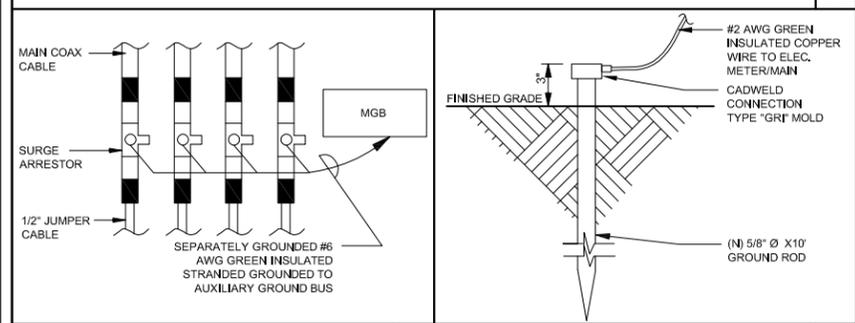
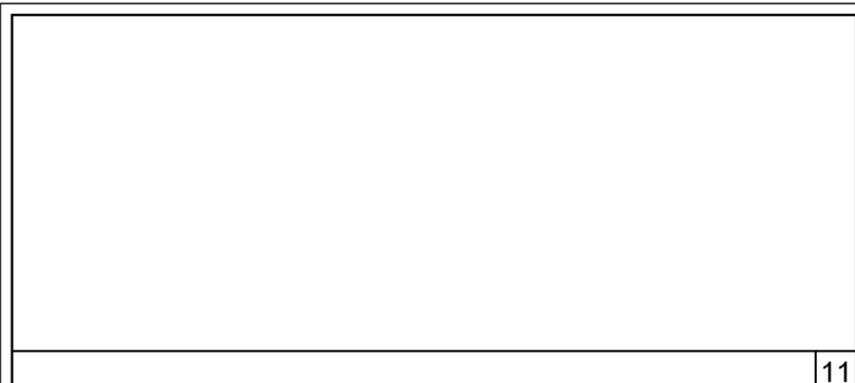
DRAWN BY: _____ CHK.: _____ APV.: _____
 NS NS DE

LICENSER:

SHEET TITLE:
SIGNS AND SPECIFICATIONS

SHEET NUMBER:
A-4

6



1- ALL WORK AND MATERIAL SHALL BE IN COMPLETE COMPLIANCE WITH THE LATEST EDITION OF THE N.E.C AND ALL REGULATIONS, LAWS, SAFETY ORDERS OR ORDINANCES OR CODES. IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

2- THE SEISMIC BEACHING AND ANCHORAGE OF ELECTRICAL CONDUITS AND WIRWAYS SHALL BE IN ACCORDANCE WITH THE UNIFORM BUILDING CODE, CHAPTER 23 AND "GUIDELINE FOR SEISMIC RESTRAINTS OF MECHANICAL SYSTEMS AND PLUMBING PIPING SYSTEMS" PUBLISHED BY SMACNA AND PPIC OR THE SUPERSTRUT- SEISMIC RESTRAINTS SYSTEM, OR THE KIN LINE SEISMIC RESTRAINT SYSTEM.

3- ALL ELECTRICAL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BE LISTED BY UNDERWRITERS LABORATORIES (UL) AND BEAR THEIR LABEL OR LISTED AND CERTIFIED BY A NATIONALLY RECOGNIZED TESTING AUTHORITY WHERE (UL) DOES NOT HAVE LISTING. CUSTOM MADE EQUIPMENT SHALL HAVE COMPLETE TEST DATA SUBMITTED BY THE MANUFACTURE ATTESTING TO ITS SAFETY. IN ADDITION, THE MATERIALS, EQUIPMENT AND INSTALLATION SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING CODES AND REGULATIONS

AMERICAN SOCIETY OF TESTING MATERIALS (ASTM)
INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)
AMERICAN STANDARD ASSOCIATION (ASA)
NATIONAL FIRE PROTECTION AGENCY (NFPA)
AMERICAN NATIONAL STANDARD INSTITUTE (ANSI)
NATIONAL ELECTRICAL CODE (NEC)
CALIFORNIA CODE OF REGULATIONS TITLE 24 (CCR)
INTERNATIONAL ELECTRICAL ENGINEERS ASSOCIATION (IPEEA)
ALL LOCAL CODES HAVING JURISDICTION

4- THE CONTRACTOR SHALL VISIT THE SITE INCLUDING ALL AREAS INDICATED ON THE DRAWINGS, AND SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS AS WELL AS THE ELECTRICAL AND GROUNDING REQUIREMENTS OF THIS PROJECT. BY SUBMITTING A BID, HE ACCEPTS THE CONDITIONS UNDER WHICH HE SHALL BE REQUIRED TO PERFORM HIS WORK.

5- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO OBTAIN A COMPLETE SET OF CONTRACT DOCUMENTS, ADDENDA, DRAWINGS AND SPECIFICATIONS AS WELL AS THE LATEST EDITION OF ANY DESIGN SPECIFICATIONS. HE SHALL CHECK THE DRAWINGS OF THE OTHER TRADES AND SHALL CAREFULLY READ THE ENTIRE SPECIFICATIONS AND DETERMINE HIS RESPONSIBILITIES. FAILURE TO DO SO SHALL NOT RELEASE THE CONTRACTOR FROM THE RESPONSIBILITY OF DOING THE WORK IN COMPLETE ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.

6- THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER TRADES AT THE SITE. ANY COSTS TO INSTALL WORK TO ACCOMPLISH SAID COORDINATION WHICH DIFFERS FROM THE WORK AS SHOWN ON THE DRAWINGS SHALL BE INCURRED BY THE CONTRACTOR. ANY DISCREPANCIES, AMBIGUITIES OR CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER AND THE ARCHITECT / ENGINEER IN WRITING PRIOR TO SUBMITTING A BID. ANY SUCH CONFLICTS NOT CLARIFIED PRIOR TO BID SHALL BE SUBJECT TO THE INTERPRETATION OF THE PROJECT MANAGER AT NO ADDITIONAL COST.

7- THE CONTRACTOR SHALL OBTAIN AND KEEP UP TO DATE A COMPLETE RECORD SET OF DRAWINGS, UPON COMPLETION OF THE WORK. A SET OF REPRODUCIBLE CONTRACT DRAWINGS SHALL BE OBTAINED FROM THE PROJECT MANAGER AND ALL CHANGES AS NOTED ON THE RECORD SET OF DRAWINGS SHALL BE INCORPORATED THEREON BY THE CONTRACTOR WITH RED INK IN A NEAT, LEGIBLE, UNDERSTANDABLE AND PROFESSIONAL MANNER.

8- ALL INTERRUPTION OF ELECTRICAL POWER SHALL BE KEPT TO A MINIMUM. HOWEVER, WHEN AN INTERRUPTION IS NECESSARY, THE SHUTDOWN MUST BE COORDINATED WITH THE PROJECT MANAGER AND THE PROPERTY OWNER 14 DAYS PRIOR TO THE OUTAGE. ANY OVERTIME PAY SHALL BE INCLUDED IN THE CONTRACTORS BID. WORK IN EXISTING SWITCHBOARDS OR PANEL BOARDS SHALL BE COORDINATED WITH THE PROJECT MANAGER AND THE BUILDING OWNER PRIOR TO REMOVING ACCESS PANELS OR DOORS.

9- SHOP DRAWINGS SHALL BE SUBMITTED FOR ITEMS INDICATED ON PLANS. SHOP DRAWINGS SHALL INCLUDE ALL DATA WITH CAPACITIES, SIZES, DIMENSIONS, CATALOG NUMBERS AND MANUFACTURERS BROCHURES.

10- AFTER ALL REQUIREMENTS OF THE SPECIFICATIONS AND THE DRAWINGS HAVE BEEN FULLY COMPLETED, THE PROJECT MANAGER WILL INSPECT THE WORK. THE CONTRACTOR SHALL PROVIDE COMPETENT PERSONNEL TO DEMONSTRATE THE OPERATION OF ANY ITEM OR SYSTEM TO THE FULL SATISFACTION OF THOSE REPRESENTATIVES. FINAL ACCEPTANCE OF THE WORK WILL BE MADE BY THE PROJECT MANAGER AFTER RECEIPT OF APPROVAL AND RECOMMENDATION OF ACCEPTANCE FROM EACH REPRESENTATIVE.

11- THE CONTRACTOR SHALL FURNISH ONE YEAR WRITTEN GUARANTEE OF MATERIALS AND WORKMANSHIP FROM THE DATE OF SUBSTANTIAL COMPLETION

12- COORDINATION WITH OTHER TRADES AS TO THE EXACT LOCATION OF THEIR RESPECTIVE EQUIPMENT, SUPPLY POWER AND MAKE CONNECTIONS TO EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS, REVIEW THE DRAWINGS OF OTHER TRADES AND LOCATION OF EQUIPMENT.

13- THE LOCATION OF CONDUIT PENETRATIONS AND OPENINGS IN CONCRETE WALLS OR FLOORS OR STRUCTURAL STEEL MEMBERS, SHALL BE DIRECTED BY THE STRUCTURAL ENGINEER. PERFORM CORING, SAW CUTTING, PATCHING, AND REFINISHING OF EXISTING WALLS AND SURFACES WHEREVER IT IS NECESSARY TO PENETRATE, OPENINGS SHALL BE SEALED IN AN APPROVED METHOD TO MEET THE FIRE RATING OF THE PARTICULAR WALL, FLOOR, OR CEILING.

14- UTILITY PENETRATIONS OF ANY KIND IN FIRE AND SMOKE PARTITIONS AND CEILING ASSEMBLIES, SHALL BE FIRESTOPPED AND SEALED WITH AN APPROVED MATERIAL SECURELY INSTALLED.

15- CONNECTIONS TO VIBRATING EQUIPMENT AND SEISMIC SEPARATIONS: LIQUID - TIGHT FLEXIBLE STEEL CONDUIT IN DRY INTERIOR LOCATIONS AND IN AREAS EXPOSED TO WEATHER, DAMP LOCATIONS, CONNECTIONS TO TRANSFORMER ENCLOSURES, AND FINAL CONNECTIONS TO MOTORS.

PROVIDE A SEPARATE INSULATED GROUNDING CONDUCTOR IN FLEXIBLE CONDUIT RUNS. MAXIMUM LENGTH SHALL BE SIX FEET UNLESS OTHERWISE NOTED.

16- ROUTE EXPOSED AND CONCEALED CONDUIT PARALLEL AND PERPENDICULAR TO WALL AND ADJACENT PIPING. ARRANGE CONDUIT TO MAINTAIN HEADROOM AND TO PRESENT A NEAT APPEARANCE.

17- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAWCUTTING, TRENCHING, BACKFILLING, COMPACTING AND PATCHING OF CONCRETE & ASPHALT AS REQUIRED TO PERFORM HIS WORK. ATTENTION IS CALLED TO THE FACT THAT THERE ARE EXISTING UNDERGROUND UTILITY LINES. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFICATION AND COORDINATION WITH ALL PROPERTY OWNERS, UTILITIES AND APPROPRIATE "DIG ALERT" UNDERGROUND MAKING AGENCIES AND COMPANIES. THE CONTRACTOR SHALL ALWAYS USE EXTREME CAUTION WHEN TRENCHING FOR HIS WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER AND APPROVED REPAIR OF ANY AND ALL DAMAGES CAUSED DURING THE COURSE OF THIS WORK.

18- WHENEVER A DISCREPANCY IN QUANTITY OR SIZE OF CONDUIT, WIRE, EQUIPMENT DEVICES, CIRCUIT BREAKERS, GROUND FUL PROTECTION SYSTEMS, ETC. (ALL MATERIALS), ARISES ON THE DRAWINGS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIAL AND SERVICES REQUIRED BY STRICTEST CONDITIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS TO ENSURE COMPLETE AND OPERABLE SYSTEMS AS REQUIRED BY THE PROJECT MANAGER AND THE ARCHITECT / ENGINEER.

19- STRAIGHT FEEDER, BRANCH CIRCUIT, AND CONDUIT RUNS SHALL BE PROVIDED WITH SUFFICIENT WEATHER PROOF PULL BOXES OR JUNCTION BOXES TO LIMIT THE MAXIMUM LENGTH OF ANY SINGLE CABLE PULL TO 100 FEET. PULL BOXES SHALL BE SIZED PER CODE OR PER THE LATEST EDITION OF THE DESIGN SPECIFICATIONS, WHICHEVER IS MOST RESTRICTIVE. LOCATIONS SHALL BE DETERMINED IN THE FIELD OR AS INDICATED ON THE DRAWINGS.

20- MAXIMUM NUMBER OF CONDUCTORS IN OUTLET SHALL BE DETERMINED IN THE FIELD OR AS INDICATED ON THE DRAWINGS.

21- IDENTIFICATION NAME PLATE SHALL BE MICARTA 1/8 THICK AND OF APPROVED SIZE WITH BEVELED EDGES AND ENGRAVED WHITE LETTERS A MINIMUM OF 1/4 INCH HIGH ON BLACK BACKGROUND. NAMEPLATES SHALL BE PROVIDED ALL CIRCUITS IN THE SERVICE DISTRIBUTION AND POWER DISTRIBUTION SWITCH BOARDS OR PANEL BOARDS, DISCONNECT SWITCHES, TRANSFORMERS, TERMINAL CABINETS, TELEPHONE CABINETS, ETC. ALL NAMEPLATES SHALL BE ATTACHED WITH SCREWS, PULL BOXES, JUNCTION BOXES, AND DEVICE BOXES SHALL BE MARKER WITH A PERMANENT MARKER.

22- THE EXACT LOCATION OF ALL ELECTRICAL DEVICES AND EQUIPMENT SHALL BE COORDINATED WITH THE PLANS AND DETAILS, PRIOR TO INSTALLATION.

23- DRAWINGS ARE DIAGRAMMATIC ONLY. ROUTING OF RACEWAYS SHALL BE AT THE OPTION OF THE CONTRACTOR UNLESS OTHERWISE NOTED ON THE ELECTRICAL DRAWINGS FOR LOCATIONS OF ANY ELECTRICAL, ARCHITECTURAL, STRUCTURAL, CIVIL, OR MECHANICAL ITEMS OR FEATURES.

24- RIGID GALVANIZED STEEL CONDUIT SHALL BE FULL WEIGHT THREADED TYPE. ELECTRICAL METALLIC TUBING (EMT) MAY BE USED IN WALLS OR CEILING SPACES WHERE NOT SUBJECT TO MECHANICAL DAMAGE. DIRECT BURIED PVC SCHEDULE 40 MAY BE INSTALLED BENEATH SLAB OR BELOW GRADE AND SHALL BE CONCRETE ENCASED UNLESS NOTED OTHERWISE. AN EQUIPMENT GROUNDING CONDUCTOR SHALL BE PROVIDED IN ALL CONDUIT RUNS. PROVIDE CONDUIT SUPPORTS NOT TO EXCEED 8'-0". PROVIDE 3-PC CONNECTORS FOR SECONDARY GROWTH PATH OF SURFACE MOUNTED EMT.

25- RIGID STEEL CONDUIT FITTINGS INCLUDING COUPLINGS, LOCKOUTS, NIPPLES ETC. SHALL BE THREADED AND THOROUGHLY GALVANIZED EXCEPT WHERE AN ADAPTER IS NEEDED TO CONNECT TO PVC, ELECTRICAL METALLIC TUBING (EMT) CONDUIT FITTINGS SHALL BE STEEL, RAINTIGHT THREADLESS COMPRESSION TYPE. DIE CAST, SET SCREW, OR INDIANT TYPES ARE NOT ACCEPTABLE. SET SCREW TYPE IS NOT ACCEPTABLE.

26- ALL TELCO CONDUIT INSTALLATIONS AND OTHER EMPTY CONDUIT RUNS AND STUBS SHALL INCLUDE A YELLOW 3/8" POLYPROPYLENE PULL STRINGS.

27- ALL CONDUCTORS SHALL BE COPPER #12 AWG MINIMUM SIZE. TYPE THHN/THWN THERMOPLASTIC, 600 VOLTS, 75 DEGREE CELSIUS WET AND 90 DEGREE CELSIUS DRY AND UL LISTED UNLESS NOTED OTHERWISE. CONDUCTORS # 10 AWG AND SMALLER SHALL BE SOLID. CONDUCTORS # 8 AWG AND LARGER SHALL BE STRANDED UNLESS SPECIFICALLY NOTED TO THE CONTRARY. ALL WIRE CONNECTORS SHALL BE CRIMP COMPRESSION TYPE BY "THOMAS AND BETT" OR APPROVED EQUIVALENT. INSTALLED AND INSULATED PER THE MANUFACTURERS RECOMMENDATIONS. ALL WIRE ENDS SHALL BE MARKED FOR EASY IDENTIFICATION AND TRACING.

28- JUNCTION AND PULL BOXES: FOR INTERIOR DRY LOCATIONS, BOXES SHALL BE HEAVY CAST ONE-PIECE, DRAWN STEEL, KNOCKOUT TYPE WITH REMOVABLE MACHINE SCREW SECURED COVERS. FOR OUTSIDE, DAMP, OR SURFACE LOCATIONS, BOXES SHALL BE HEAVY CAST ALUMINUM OR CAST IRON WITH REMOVABLE, GASKETS, NON-FERROUS MACHINE SCREW SECURED COVERS. BOXES SHALL BE SIZED FOR THE NUMBER AND SIZES OF CONDUCTORS AND CONDUIT ENTERING THE BOX AND EQUIPPED WITH PLASTER EXTENSION RINGS WHERE REQUIRED. BOXES SHALL BE LABELED TO INDICATE PANEL AND CIRCUIT NUMBER, OR TYPE OF SIGNAL OR COMMUNICATIONS SYSTEM.

29- ALL OUTDOOR ELECTRICAL DEVICES OR EQUIPMENT SHALL BE OF WEATHERPROOF TYPE.

30- ALL EQUIPMENT, MONOPOLE, FRAME, CABLE TRAY AND ANTENNA GROUND WIRE CONNECTIONS TO GROUND BUSES SHALL BE MADE WITH CRIMP TYPE COMPRESSION CONNECTIONS TO GROUND BUSES. MINIMUM 2 HOLE LUGS WITH FULL BOLTING CONNECTIONS TO CONNECTORS (MINIMUM 2 HOLE LUGS WITH FULL BOLTING). BUSS SHALL BE PRE-DRILLED TO ACCOMMODATE ALL CONNECTORS.

31- ALL GROUNDING SHALL BE PER N.E.C SECTION 250 AND 810 AND THE GROUNDING REQUIREMENTS OF THESE DRAWINGS.

32- ALL GROUND WIRE CONNECTIONS BETWEEN GROUND BUSES AND OTHER GROUND BUSES AND GROUND RODS SHALL BE CADWELDED.

33- ALL METALLIC GROUND WIRE CONDUIT SHALL BE LABELED TO THE GROUND WIRE USING SET SCREW CONNECTIONS AT CONDUIT END CAPS AND CRIMP CONNECTIONS AT WIRE.

34- COAT ALL BOLTED LUG & BUSS GROUND CONTACT SURFACES WITH KIPR-SHIELD, NO-OX, OR EQUAL PRIOR TO ATTACHMENT.

35- MAIN CIRCUIT BREAKER SHALL BE RATED FOR STANDARD A.I.C. RATING HIGHER THAN INCOMING A.I.C.

36- ALL EQUIPMENT SHALL BE UL LISTED.

37- ALL EQUIPMENT SHALL BE BRACED FOR STANDARD A.I.C. RATING HIGHER THAN INCOMING FROM UTILITY COMPANY.

38- ALL CORING CLEARANCES SHALL BE FIELD VERIFIED AND ALL CONDUIT ROUTING SHALL BE COORDINATED WITH PROPERTY OWNERS REPRESENTATIVE.

39- ALL CONNECTIONS TO EXISTING MAIN SWITCHGEAR INCLUDING "BUS - TAPS" AND / OR "HOT - TAPS" REQUIRE CERTIFICATION AND APPROVAL. FABRICATION AND CERTIFICATION SHALL BE FURNISHED BY A CONTRACTOR APPROVED BY THE APPLICABLE UTILITY.

40- CONTRACTOR SHALL COORDINATE WORK WITH UTILITY COMPANIES FOR FINAL AND EXACT WORK AND MATERIAL REQUIREMENTS. CONSTRUCT TO UTILITY COMPANIES ENGINEERING PLANS AND SPECIFICATIONS ONLY.

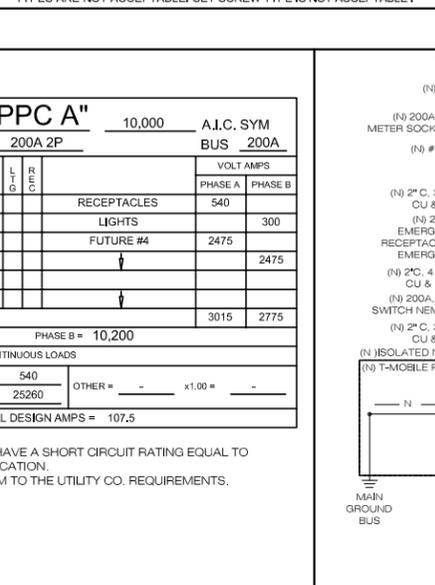
41- ALL BROCHURES, OPERATION MANUALS, CATALOGS, SHOP DRAWINGS, ETC. SHALL BE TURNED OVER TO THE PROJECT MANAGER AT THE COMPLETION OF WORK.

42- SWITCHES AND RECEPTACLES AS SPECIFIED ON FLOOR PLANS.

ELECTRICAL GENERAL NOTES

MOUNTING SURFACE		PANEL "PPC A"		10,000 A.I.C. SYM BUS 200A	
PHASE A	PHASE B	OTHER	1 PHASE 3 WIRE	MAIN 200A 2P	10,000 A.I.C. SYM BUS 200A
2475	2475	BTS 3106 #1	2 80 1	2 20 1	RECEPTACLES 540
2475	2475	FUTURE #2	2 100 5	6 50 2	LIGHTS 300
2475	2475	FUTURE #3	- 7 8 -	- - -	FUTURE #4 2475
2475	2475	FUTURE #4	2 50 9	10 - -	
7425	7425		- 11 12 -	- - -	
PHASE A = 10,440			PHASE B = 10,200		
CONTINUOUS LOADS			NON-CONTINUOUS LOADS		
20640	x1.25 = 25800	RECEPTACLES UP TO 10KVA 540	x1.00 = 540	OTHER = -	x1.00 = -
TOTAL DESIGN KW = 25.8			TOTAL DESIGN AMPS = 107.5		

NOTE:
1. ALL EQUIPMENT (FUSES, CIRCUIT BREAKERS, BUSSING, ETC.) SHALL HAVE A SHORT CIRCUIT RATING EQUAL TO OR GREATER THAN THE AVAILABLE SHORT CIRCUIT CURRENT AT THE LOCATION.
2. ALL SERVICE EQUIPMENT AND INSTALLATION WORK SHALL CONFORM TO THE UTILITY CO. REQUIREMENTS.
3. ALL BREAKERS 10,000 A.I.C. MIN.
4. ALL 15 & 20 AMP CIRCUITS #12 THHN CU SOLID
5. ALL 30 AMP CIRCUITS #10 THHN CU STRANDED
6. ALL 40 AMP CIRCUITS #8 THHN CU STRANDED
7. ALL 50 AMP CIRCUITS #6 THHN CU STRANDED
8. #10 & LARGER - CU STRANDED



GROUNDING KIT 12

STUB-UP DETAIL 7

PANEL SCHEDULE 6

LINE DIAGRAM 4

EXHIBIT B

1- SUBCONTRACTOR SHALL PROVIDE 200 AMP, SINGLE PHASE, 120/240 VAC, 60HZ SERVICE FOR SITE.

2- SUBCONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY BEFORE THE START OF CONSTRUCTION. POWER AND TELEPHONE CONDUIT SHALL BE PROVIDED AND INSTALLED PER UTILITY REQUIREMENTS.

3- FOR COMPLETE INTERIOR WIRING AND ARRANGEMENT REFER TO DRAWINGS PROVIDED BY PANEL MANUFACTURER.

4- SUBCONTRACTOR SHALL INSTALL SUFFICIENT LENGTHS OF LFMC INCLUDING ALL CONDUIT FITTINGS (NUTS, REDUCING BUSHINGS, ELBOWS, COUPLINGS, ETC.) NECESSARY FOR CONNECTION FROM RGC CONDUIT TO THE INTERIOR OF THE BTS CABINET.

5- SUBCONTRACTOR SHALL PROVIDE ELECTRICAL SERVICE EQUIPMENT WITH FAULT CURRENT RATINGS GREATER THAN THE AVAILABLE FAULT CURRENT FROM THE POWER UTILITY.

6- CUT, COIL AND TAPE A 3 FOOT PIGTAIL FROM END OF LFMC FOR TERMINATING BY BTS EQUIPMENT MANUFACTURER.

7- SUBCONTRACTOR SHALL VERIFY THAT THE MAIN BONDING JUMPER AND GROUNDING ELECTRODE CONDUCTOR IS INSTALLED PROPERLY WHEN PANEL IS SERVICE ENTRANCE EQUIPMENT.

8- BOND TO MAIN GROUND BUS.

SUBCONT. NOTES 3

1- THE CONTRACTOR SHALL VERIFY AND COORDINATE THE POINT OF CONNECTION, CONDUIT ROUTE, INSTALLATION DETAILS AND SPECIFIC PROJECT PARAMETERS WITH THE LOCAL TELEPHONE COMPANY SINGLE POINT OF CONTACT (SPOC) PRIOR TO BEGINNING ANY WORK IN THE FIELD.

2- THE PROJECT ADDRESS AND ANY SPECIFIC UNIT NUMBER MUST BE PROVIDED TO THE LOCAL TELEPHONE COMPANY SPOC MINIMUM 1 WEEK PRIOR TO FINAL INSPECTION TO AVOID DELAY IN INSTALLATION OF SERVICE.

3- THE ELECTRICAL CONTRACTOR SHALL PROVIDE CONDUIT AND FACILITIES AS SHOWN AND DETAILED ON THE PLANS AS REQUIRED FOR IT SERVICE AND A SINGLE POTS LINE TO THE BTS FACILITY.

4- THE TELEPHONE TERMINAL BACKBOARD SHALL BE 30" X 8'-0"X3/8" THICK FIRE RATED PLYWOOD SANDED AND PAINTED WITH FIRE RATED PAINT. MOUNT BACKBOARD BOTTOM AT 6" A.F.F. PROVIDE MINIMUM 12" CLEARANCE FROM POWER ON THE SAME WALL AND 42" MINIMUM 12" CLEARANCE FROM POWER ON THE SAME WALL AND 42" MINIMUM CLEARANCE FROM ADJOINING OR OPPOSITE WALLS VERIFY WIDTH.

5- CONDUIT SPECIFICATIONS SHALL BE AS FOLLOWS:
A. GENERAL: ALL TELEPHONE SERVICE CONDUIT RUN FROM POLE, VAULT, PULL- BOX MANHOLE OR OTHER POINT OF CONNECTIONS ESTABLISHED BY THE LOCAL TELEPHONE COMPANY SPOC AND SHALL RUN CONTINUOUS TO AN EDGE OF THE TELEPHONE TERMINAL BACKBOARD.
B. UNDERGROUND CONDUIT AND BENS SHALL BE MINIMUM 4" DIAMETER SCHEDULE 40 PVC. TRENCH DEPTH SHALL PROVIDE FOR MINIMUM 24" COVER OVER CONDUIT. CONDUIT RUN SHALL BE NO MORE THAN 200 FEET IN LENGTH OR HAVE NO MORE THAN (2) 90 BENDS (OR EQUIVALENT) BETWEEN PULL BOXES.
C. ABOVE GROUND CONDUIT AND CONDUIT INSIDE BUILDINGS SHALL BE EMT WITH FITTINGS AS NOTED IN ELECTRICAL NOTES. PROVIDE A UL APPROVED 16" HIGH X 10" DEEP WEATHER RESISTANT NEMA 3R RATED PULL BOX ON ALL ABOVE GRADE CONDUIT RUNS AT INTERVALS NOT TO EXCEED 100 FEET OR 2 90/18 BENDS (OR EQUIVALENT)
D. OVERHEAD EXTERIOR FEEDS SHALL BE 4" DIAMETER RIGID GALVANIZED CONDUIT WITH A WEATHER HEAD OF A TYPE AND AT A HEIGHT APPROVED BY LOCAL TELEPHONE COMPANY SPOC (MINIMUM 20 FEET ABOVE FINISHED GRADE).
E. A 1-1/4" DIAMETER ORANGE INTER - DUCT SHALL BE PROVIDED IN ALL TELEPHONE SERVICE CONDUIT.
F. A MINIMUM 3/8" YELLOW POLYPROPYLENE PULL ROPE SHALL BE INCLUDED IN EVERY INTER DUCT WITH A SEPARATE 3/8" YELLOW POLYPROPYLENE PULL ROPE INSIDE THE CONDUIT, NOT INSIDE THE INTER - DUCT

6- THE ELECTRICAL CONTRACTOR SHALL VERIFY AVAILABILITY OR SHALL PROVIDE A NEW 120 V POWER SOURCE MINIMUM 12" FROM TELEPHONE TERMINAL BACKBOARD.

7- THE ELECTRICAL CONTRACTOR SHALL PROVIDE A #6 SOLID INSULATED COPPER GROUND WIRE FROM A GROUND SOURCE APPROVED BY THE LOCAL TELEPHONE COMPANY SPOC MINIMUM STANDARD SOURCE SHALL BE A 5/8" DIAMETER X 8'-0" LONG COPPER CLAD STEEL GROUND ROD.

8- ALL WIRING SHALL BE DONE BY THE LOCAL TELEPHONE COMPANY UNLESS OTHERWISE NOTED.

9- ALL TELEPHONE CONDUIT SHALL BE LABELED AT DESIGNATED TELEPHONE COMPANY.

TELEPHONE NOTES 2

1- UTILITY POINTS OF SERVICE AND WORK / MATERIALS SHOWN ARE BASED UPON PRELIMINARY INFORMATION PROVIDED BY THE UTILITY COMPANIES AND ARE FOR BID PURPOSE ONLY.

2- CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR FINAL AND EXACT WORK / MATERIALS REQUIREMENTS AND CONSTRUCT TO UTILITY COMPANY ENGINEERING PLANS AND SPECIFICATIONS ONLY. CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT, PULL ROPES, CABLES, PULL BOXES, CONCRETE ENCASEMENT OF CONDUIT (IF REQUIRED), TRANSFORMER PAD, BARRIERS, POLE RISERS, TRENCHING, BACKFILL, PAY ALL UTILITY COMPANY FEES AND INCLUDE ALL REQUIREMENTS IN SCOPE OF WORK.

3- UTILITY CONTACTS FOR THIS PROJECT SHALL BE AS FOLLOWS:
POWER: PG&E
TELEPHONE: AT&T

PROJECT INFORMATION:

BA91245A HARBOR VIEW TANK

2370 HARBOR VIEW DRIVE
MARTINEZ, CA 94553

CURRENT ISSUE DATE: 10/12/2015

ISSUED FOR: CONSTRUCTION

REV. DATE DESCRIPTION BY:

REV.	DATE	DESCRIPTION	BY
	10/30/2013	90% CD	NS
	11/05/2013	100% CD	NS
	06/19/2015	100% CD	NS
	07/06/2015	100% CD	NS
	07/21/2015	100% CD	NS
	07/30/2015	100% CD	NS
	08/25/2015	100% CD	NS
	10/05/2015	100% CD	NS
	10/12/2015	100% CD	NS

PROJECT ARCHITECT/ENGINEER:

ZON ARCHITECTS
SANTA BARBARA SAN FRANCISCO
660 4TH STREET #255
SAN FRANCISCO, CA. 94107
PHONE: (415) 740-9974
FAX: (415) 354-3502

CONSULTANT:

DRAWN BY: NS **CHK.:** NS **APV.:** DE

LICENSER:

LICENSED ARCHITECT
STATE OF CALIFORNIA
NO. C 26338
REN. 8/31/17

SHEET TITLE: ELECTRICAL GENERAL NOTES, LINE DIAGRAM, PANEL SCHEDULE & GROUNDING DETAILS

SHEET NUMBER: E-1

T-MOBILE WEST LLC

T-Mobile

1855 GATEWAY BLVD 9TH FLOOR
CONCORD, CA 94520

PROJECT INFORMATION:

BA91245A HARBOR VIEW TANK

2370 HARBOR VIEW DRIVE
MARTINEZ, CA 94553

CURRENT ISSUE DATE: 10/12/2015

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LICENSED ARCHITECT
STATE OF CALIFORNIA
NO. C 26338
REN. 8/31/17

SHEET TITLE: ELECTRICAL GENERAL NOTES, LINE DIAGRAM, PANEL SCHEDULE & GROUNDING DETAILS

SHEET NUMBER: E-1

RESOLUTION NO. -15

AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT WITH T-MOBILE WEST, LLC

WHEREAS, the City of Martinez (“City”) entered into a lease agreement on May 30, 1996 (“Lease Agreement”) which allowed the lessee to construct, maintain and operate a telecommunications facility on the City’s Harborview Reservoir Site located at 2380 Harborview Drive (“Premises”); and

WHEREAS, T-Mobile West, LLC (“T-Mobile”) became the successor-in-interest of the original lessee in 2004 and has remained so since that year; and

WHEREAS, the Harborview Reservoir Site was in need of major reconstruction for several years and the City began reconstruction of the Premises in 2014; and

WHEREAS, the reconstruction of the Harborview Reservoir Site required that T-Mobile remove itself and its facilities from the Premises in order for the work to be commenced and completed; and

WHEREAS, the City and T-Mobile entered into that certain Agreement Between City of Martinez and T-Mobile for Vacation of Reservoir Property During Construction (“Vacation Agreement”) on April 14, 2014, which established the terms and conditions of T-Mobile’s removal from the Premises while it continued to be under construction; and

WHEREAS, on or about April 14, 2014, the City, T-Mobile, and New Cingular Wireless, LLC (“AT&T”) were in the midst of discussions regarding AT&T constructing an updated wireless communications facility which would include T-Mobile as a collocator following the reconstruction of the Harborview Reservoir Site; and

WHEREAS, the Vacation Agreement provided that on or before May 31, 2015, the Lease Agreement would be amended to add an additional option renewal term of 5 years to the Lease term and to replace the description of the facility found in, or incorporated into, the Lease, with a description of the new T-Mobile facility to be constructed on the Premises, and all other terms and conditions of the Lease remaining the same; and

WHEREAS, the City and AT&T entered into a Site License Agreement for a collocation facility to be built at the Harborview Reservoir site located at 2380 Harborview Drive, which agreement was finalized on February 18, 2015; and

WHEREAS, T-Mobile required additional time to complete its site plan for relocation to the Premises to be reflected as a new Exhibit B-1 to the Lease Agreement and as a result, the City and T-Mobile agreed, by means of a First Amendment to the Vacation Agreement adopted on May 20, 2015, and subsequently by means of a Second Amendment to the Vacation Agreement adopted on July 15, 2015, to extend the dates by which the Lease Agreement would be amended to July 15, 2015, and September 16, 2015, respectively; and

WHEREAS, T-Mobile informed the City on September 10, 2015, it was continuing to discuss the terms of its collocation agreement with AT&T and could not enter into the Lease Amendment by September 16, 2015; and

WHEREAS, the City and T-Mobile agreed by means of a Third Amendment to the Vacation Agreement adopted on September 16, 2015, to extend the date by which the Lease Agreement would be amended to October 21, 2015; and

WHEREAS, T-Mobile has completed its site plan for relocation to the Premises and finalized (or will be finalizing) terms for its collocation agreement with AT&T, and the City and T-Mobile have now reached accord on terms and conditions of a First Amendment to the Lease Agreement pursuant to the parties' expression of their intent in the Vacation Agreement.

NOW, THEREFORE, BE IT RESOLVED the City Council finds the project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 in that the Facility which is the subject of the First Amendment to the Lease is the replacement of an existing facility which will be placed on the same site as the former wireless communications facility and will have substantially the same purpose and capacity as the facility being replaced, within the meaning of CEQA Guidelines Section 15302.

BE IT FURTHER RESOLVED the City Council of the City of Martinez hereby authorizes the City Manager to execute the First Amendment to the Communications Site Lease Agreement.

* * * * *

I HEREBY CERTIFY the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 21st day of October, 2015 by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ