### RESOLUTION NO. 2013-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING THE SECOND AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT WITH T-MOBILE WEST LLC, FOR TELECOMMUNICATION EQUIPMENT LOCATED AT PUBLIC SAFETY MAIN STATION, 500 CITY CENTER DRIVE (143-051-018)

WHEREAS, on April 13, 1999 the City Council adopted Resolution No. 1999-84 authorizing execution of an Communication Site Lease agreement with T-Mobile West LLC (formerly known as Pacific Bell Mobile Services) for the purpose of providing wireless telecommunication services; and

WHEREAS, on March 31, 2009 the City Manager executed a First Amendment to Communications Site Lease agreement with TMO CA/NV, LLC (formerly known as Pacific Bell Wireless LLC, as successor in interest to Pacific Bell Mobile Services); and

**WHEREAS**, the City and T-Mobile desire to amend the Communication Site Lease Agreement:

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby authorize and approve a second amendment to the Communications Site Lease Agreement by and between T-Mobile West, LLC, a Delaware limited liability company, and the City of Rohnert Park, a municipal corporation, which amendment is attached hereto as Exhibit A and incorporated by this reference.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to take all actions to effectuate this amendment for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the amendment attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

**DULY AND REGULARLY ADOPTED** by the City Council of the City of Rohnert Park this 27<sup>th</sup> day of August 2013.

ROHNERT PARK

19

CALIFORNIA

CITY OF ROHNERT PARK

Pam Stafford, Mayor

ATTEST:

Exhibit A: amendment

JoAnne Buergler, City Clerk

AHANOTU: AYE BELFORTE: AYE MACKENZIE: AYE CALLINAN: AYE STAFFORD: AYES: (5 ) NOES: (0) ABSENT: (0) ABSTAIN: (0)

## SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("Second Amendment") is dated as of \_\_\_\_\_\_, 2013 (the "Second Amendment Effective Date"), between The City of Rohnert Park, a Municipal Corporation, ("Landlord") and T-Mobile West LLC, a Delaware limited liability company, successor-in-interest to TMO CA/NV, LLC, a Nevada limited liability company, formerly known as Pacific Bell Wireless LLC, as successor-in-interest to Pacific Bell Mobile Services ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Communications Site Lease Agreement, dated April 13, 1999, as amended by that certain First Amendment to Communications Site Lease Agreement dated March 31, 2009 (collectively, the "Lease" or the "Agreement"); and

WHEREAS, pursuant to the Lease, Landlord is leasing to Tenant certain "**Premises**", consisting of a portion of the Property at 500 City Center Drive (formerly known as City Hall Drive), Rohnert Park, California; and

WHEREAS, the purpose of this Second Amendment is to: (i) acknowledge Landlord's consent to Tenant's upgrade of its Facilities as depicted on the revised Exhibit C attached hereto; (ii) increase the rent; (iii) modify the access provision to ensure Tenant's access does not unreasonably disrupt building operations; (iv) amend the "Repairs" paragraph; (v) add a third Renewal Term, (vi) amend the Miscellaneous paragraph and (vii) update Landlord and Tenant's notice addresses; and

WHEREAS, both parties desire to now amend the Lease as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

- 1. <u>Amendment of Exhibit "C".</u> Exhibit "C" to the Lease is hereby replaced with the "Revised Exhibit C" attached hereto as Exhibit "C" and incorporated herein by reference.
- 2. <u>Amendment of Section 2</u>. Section 2 ("Use") of the Lease is hereby deleted in its entirety and replaced in full with the following:
  - "2. <u>Use</u>. The Premises may be used by Tenant for any lawful activity in connection with provision of mobile/wireless communications services for which Tenant is currently licensed by state and federal licensing authorities, as more fully described in Exhibit "C" which is incorporated herein by this reference, hereinafter referred to as the "Facilities." Tenant shall have the right to remove, replace, and upgrade all or part of the Facilities without Landlord's prior consent provided that any new

equipment is wholly located within the defined existing Premises and any new equipment is similar in size and appearance to the equipment being replaced or is otherwise located within an existing equipment cabinet or shelter. In addition, Tenant may modify the Facilities in the manner described in Section 2(a) below without Landlord's prior consent. Notwithstanding the foregoing, Tenant must obtain all appropriate federal, state and local permits and approvals to perform such work, including any Planning approvals and Building permits. All other modifications of the Facilities shall require the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed, but may be subject to a reasonable increase in Rent.

(a) Tenant may replace the six (6) antennas shown on Exhibit "C" with antennas that do not exceed 72"h x 14"w x 10"d. Tenant may install new cabling from Tenant's antennas to Tenant's equipment cabinets, provided such cabling is placed in existing cable trays. Tenant may also install one (1) new 24-strand fiber optic line which shall be placed within an existing Landlord owned conduit, from the adjacent vault in City Center Drive into the main point of entry (MPOE) in the Building (the "AAV Upgrade"). The AAV Upgrade from the MPOE shall consist of a 6-strand fiber optic line that will run in new riser space to be created by Tenant, under the direction of the Landlord, at Tenant's sole cost and expense between the first and second floors of the Building. The AAV Upgrade will then run through existing riser space from the second to the third floor then to the UAM cabinet on Tenant's roof-mounted utility frame. Tenant's existing copper telecommunications lines shall be removed by Tenant after said AAV Upgrade. The remaining 18 fiber optic lines not used by Tenant shall be available for Landlord's use in its sole discretion. Landlord and Tenant acknowledge and agree that the AAV Upgrade shall be physically separate from Landlord's fiber optic lines and other telecommunication systems at the Property. The AAV upgrade shall be labeled by Tenant in order to be easily identifiable. No additional fiber optic lines or other equipment may be added by Tenant into the MPOE or other areas within the Building without Landlord's approval, which may be withheld in Landlord's sole and reasonable discretion. Landlord hereby consents to the AAV Upgrade as herein described and further defined in the attached Exhibit "C" and acknowledges that such AAV Upgrade may commence upon full execution of this Second Amendment. Tenant's cabling and conduit associated with the AAV Upgrade shall be clearly labeled as such. The operation of Landlord's telecommunication systems are of critical importance to the City of Rohnert Park for the safety of its citizens. In the event Tenant causes any damage to Landlord's telecommunication systems, Tenant will pay all costs associated with the repair of such system. Furthermore, Tenant shall indemnify and protect Landlord from all liability and costs resulting from any damage to Landlord's telecommunication system caused by Tenant."

- 3. Addition of Section 12(c). A new Section 12(c) is added to the Lease to read as follows:
  - "(c) Notwithstanding the foregoing, Landlord intends to re-roof the Building upon which the Facilities are located. Upon thirty (30) days' prior notice, Tenant agrees to temporarily relocate or move Tenant's Facilities or otherwise arrange for Landlord's roofer to access the roof space within or under Tenant's Facilities/Premises at Tenant's sole cost and expense. Tenant also agrees to pay any increased costs of re-roofing directly attributable to Tenant's Facilities. Landlord shall send a written invoice to Tenant along with a written description from Landlord's roofer of such costs directly attributable to the presence of Tenant's Facilities together with reasonable supporting documentation. Tenant agrees to pay such costs to Landlord within thirty (30) days after receipt of such documentation."
- 4. Amendment of Section 6. Section 6 ("Rent") of the Lease is hereby amended to:
  - a) Increase the current Rent by the amount of One Thousand and 00/100 Dollars (\$1,000.00) per month, for a total monthly Rent of Two Thousand Seven Hundred Twenty-Seven and 74/100 Dollars (\$2,727.74), beginning on the first day of the month following the month in which the **Second Amendment Effective Date** occurs.
  - b) Replace the third sentence of Section 6, regarding CPI increases, with the following: "Rent shall be increased annually on the anniversary of the Commencement Date by an amount equal to four percent (4%) of the previous year's Rent amount."
  - c) All other provisions of Sections 6 of the Lease shall remain in full force and effect.
- 5. Amendment of Section 8 ("Access to Improvements").
  - a) The second paragraph of Section 8(b) of the Lease is amended to read as follows:
    - "Notwithstanding the foregoing, upon the expiration or earlier termination of the Lease, Tenant shall remove all Facilities within the Premises and Property and shall repair any damage to the Premises and Property caused by such removal as provided in Section 19 of this Lease."
  - b) Subsection (c) of Paragraph 8 of the Lease is hereby deleted in its entirety and replaced in full with the following:
    - "Absent damage caused by Landlord, its agents, contractors, subcontractors or any of their employees, Tenant shall be solely

responsible for the maintenance, repair, replacement and care of the Facilities and shall maintain the same in a clean, sanitary, and safe condition and in good repair at all times during this Lease.

Unless access is precluded due to a Landlord emergency (herein defined as an imminent threat to the health or safety of persons or property, as reasonably determined solely by Landlord), applicable governmental law, or court order, Tenant, its contractors, subcontractors and authorized personnel shall have access to the Premises during normal business hours (9am-5pm, Monday through Friday), upon forty-eight (48) hours' advance telephonic notice to Landlord at (707) 584-2600. In the event of a Tenant emergency (any work required for Tenant's Facilities that is not deemed "routine", "maintenance", or a "modification" is considered to be a Tenant emergency), Tenant shall provide prior advance telephonic notice to Landlord at (707) 584-2600 allowing Landlord to determine if staff is available to accompany Tenant to the Premises. Once Landlord staff is available, then Tenant shall have access to the Premises on a 24-hour, seven-day per week basis unless access is precluded due to a Landlord emergency situation (as determined solely by Landlord), applicable governmental law, or court order.

Tenant shall provide to Landlord a written list of representatives whom Tenant authorizes to access the Premises. Upon written request, Tenant shall provide periodic written updates to Landlord to this list as reasonably required.

At the time that access to the Premises is requested by Tenant, Tenant shall inform Landlord of the names of the persons who will be accessing the Property, the reason for entry, and the expected duration of the work to be performed. Tenant shall have all its representatives who access the Property sign "in" and "out" at the front desk. Landlord and Tenant agree that if one of Tenant's representatives fails to sign in and out during a visit to the Property, the duration of the visit is deemed to be two (2) hours. Tenant agrees to use good faith efforts to reasonably minimize the number of personnel visiting the Property and the frequency of the visits. Tenant's representatives shall present a valid governmental identification (e.g. Drivers License) and if issued, a valid company or contractor identification badge upon entry into the Property. while present on the Property, Additionally, representatives shall wear in plain view a Visitors Pass issued by the Landlord. Unless an appropriate security clearance (which will include fingerprinting), in accordance with local, state and federal requirements has been previously obtained by Tenant for its representatives from the Landlord, Tenant's representatives must be escorted at all times by Landlord or its employees or agents while present on the Property. Landlord agrees to provide an employee to escort Tenant's representatives at the pre-arranged access time.

Tenant agrees to pay Landlord the hourly fee of \$65.00 for the time that any of Tenant's representatives are being escorted on the Property. For Tenant's site visits occurring between the hours of 5 PM and 9 AM on weekdays and all day on weekends, Tenant agrees to pay for a minimum of two (2) hours. Landlord will provide Tenant with an invoice accurately documenting the amount of time spent by Landlord's employees escorting Tenant's representatives. Tenant agrees to pay the amount due to Landlord within thirty (30) days of the receipt of the invoice. Notwithstanding the foregoing, Landlord agrees that included within the negotiated rent amount, Tenant shall be allowed, free of charge, up to five (5) hours of escorted access per month between the hours of 9 am. and 5 pm. Monday through Friday. Tenant access before or after these times, or Tenant access in excess of five (5) hours, will require the above stated escort fee. A minimum of fifteen (15) minutes shall be charged toward the Tenant's five (5) hours of free escorted access each time one of Tenant's representatives requires escorted access during the hours of 9 a.m. to 5 p.m. Monday through Friday.

If one of Tenant's representatives fails to sign in and out during a visit to the Property, the duration of the visit is deemed to be two (2) hours. If a second or subsequent undocumented visit occurs during the same month, such visit shall constitute a material breach of this Agreement.

Tenant hereby waives any claims for damages for any injury or inconvenience to or interference with Licensee's business, any loss of use or quiet enjoyment of the Premises, and any other loss occasioned by any entry into the Premises as permitted by: (i) this Paragraph or (ii) any other provision of this Agreement."

c) Subsection 8(e) is hereby deleted in its entirety and replaced in full with the following:

"Landlord hereby permits Tenant to draw electricity from the existing utilities serving the Property as required to operate the Facilities, and Tenant agrees to pay Landlord, in addition to the Rent, a Utility Charge (the "Utility Charge") in the monthly sum of Four Hundred and 00/100 Dollars (\$400.00). Tenant has provided Landlord, at Tenant's cost, a digital monitor that allows Landlord to determine the amount of power used by Tenant. If the cost of electricity consumed by Tenant exceeds the Utility Charge, then Tenant, upon receipt of written notice by Landlord and receipt of reasonable evidence of such cost, shall: (i) reimburse Landlord for the difference within thirty (30) days of the date Tenant receives

such documentation and thereafter, (ii) pay the increased monthly Utility Charge to account for Tenant's actual electrical usage. The Utility Charge shall be paid to Landlord concurrently with Tenant's payment of the Rent and shall commence upon the first day of the month following the Second Amendment Effective Date. Landlord and Tenant acknowledge that they are both using the same electric utilities in their operations. Landlord and Tenant believe that both uses can co-exist without negatively impacting each other's systems. Tenant agrees to accept the risk of any electrical problems (including loss of power) occurring and further agrees that should their Facilities or any of its components cause problems with Landlord's use of utilities, Tenant, at its sole expense, will take all necessary steps to eliminate such problem(s), if possible, to the satisfaction of Landlord. Both parties agree that absent its gross negligence or willful misconduct, Landlord shall not be held liable for any damages sustained by Tenant resulting from Tenant's use of Landlord's electrical utilities."

d) Subsection 8(g) is hereby deleted in its entirety and replaced in full with the following:

"The provisions of this subsection (g) shall apply only to proposed construction and use by Tenant that requires expansion of the existing area of the Premises. Prior to the commencement of any new construction outside the existing Premises, Tenant shall (at its sole cost and expense) submit to Landlord a request to amend this Lease as necessary to accommodate the proposed construction and use, and working drawings, plans, and specifications ("Plans") detailing the location, size, and weight of the Tenant's proposed additions to the existing Facilities, specifically describing the proposed construction and work. Tenant may not commence any of the proposed construction or use until an amendment to this Lease has been executed by both parties and Landlord has approved the Plans in writing and all required federal, state and local approvals and permits have been obtained by Tenant. Nothing in this subsection (g) shall be construed to require Landlord to agree to an amendment to this Lease requested by Tenant or approve any Plans submitted by Tenant.

Notwithstanding the foregoing, Landlord shall have the right not to approve such Plans for any reason. Landlord agrees to provide an initial written response to a request from Tenant to amend the Lease pursuant to this Section indicating whether Landlord is amenable to amending the Lease and any issues the Landlord has with the submitted plans within twenty working (20) days after the receipt of the request and the Plans from Tenant. Landlord may extend the amount of time required to review and provide comments on submitted Plans by notifying Tenant in writing prior to the expiration of the twenty (20) working day period. Failure to

respond in writing to Tenant to such Plans within said twenty (20) working day period shall be deemed a disapproval thereof. In the event that Landlord does not respond to such submission within such twenty (20) working day period, Tenant shall provide Landlord with a second notice and submission of Plans. Failure of Landlord to approve or object to the Plans within twenty (20) days after the second notice and submission shall also be deemed a disapproval. In the event Landlord objects to the Plans within twenty (20) working days after the initial submission or within twenty (20) days after the second submission, Landlord's objections shall be clearly stated in writing. If Landlord and Tenant cannot agree on such Plans, Tenant shall have the right to terminate the Lease pursuant to Section 11(v) of the Agreement upon thirty (30) days prior written notice to Landlord.

Any material changes to the approved Plans by Tenant must be resubmitted to Landlord for its review and approval. In no event shall Landlord's approval of any construction Plans be deemed a representation that they comply with applicable laws, ordinances, or rules and regulations or will not cause interference with other communication systems, such responsibility being solely Tenant's. Tenant agrees that all construction and installation work shall be performed at Tenant's sole cost and expense, in a neat, responsible, and workmanlike manner using generally accepted construction standards consistent with such reasonable requirements as shall be imposed by Landlord. Tenant shall label its Facilities placed on the Premises. Label information shall include Tenant's name and contact information. Tenant understands and agrees that the public safety and aesthetic qualities of the Property and Premises are of critical importance to Landlord. Tenant agrees that the specifications and Plans it will provide shall be of sufficient specificity to demonstrate these concerns are addressed, and Tenant further agrees that the actual installation of any additions to Tenant's Facilities shall be in accordance with those specifications. Tenant shall repair any damage to the Property where such damage is caused by Tenant, any of its agents, representatives, employees, contractors, or subcontractors, as a result of the installation, construction, operation, maintenance, and repair of Tenant's Facilities, at its sole cost, as soon as reasonably possible, but in no event more than fifteen (15) days from the date Tenant was first notified in writing of such damage. All repairs to the property of Landlord shall be performed in a good and workmanlike manner. If Tenant fails to repair or refinish any such damage to the property of Landlord within such fifteen (15) day time period, Landlord may, in its sole discretion, repair, or refinish such damage and Tenant shall reimburse Landlord for all costs and expenses. In such event, Landlord will provide Tenant with an invoice together with reasonable supporting documentation evidencing such costs and Tenant agrees to pay the amount due to Landlord within thirty (30) days after receipt of same.

6. <u>Amendment of Section 9</u>. ("Interference With Communications") of this Lease is hereby deleted in its entirety and replaced in full by the following:

#### "9. INTERFERENCE WITH COMMUNICATIONS.

At all times during the term of this Agreement, Tenant agrees to use equipment of the type and frequency that will not cause interference to Landlord's equipment on or in Landlord's property and shall comply with all non-interference and other rules of the Federal Communications Commission ("FCC"). If any interference to the use or enjoyment of the Property by Landlord results, directly or indirectly, from the operation of any of Tenant's Facilities, Tenant shall cease operations of its Facilities as soon as possible, and in no event more than forty eight (48) hours, after written notice from Landlord. Tenant shall not resume operation of its Facilities (except for intermittent testing) until the interference has been corrected to the satisfaction of Landlord.

Any future lease, license, with any third party entered into by Landlord shall be conditioned upon the contracting party not interfering with the operation of Tenant's Facilities. Landlord shall require such condition in future leases and licenses at the Property and to promptly and reasonably enforce such provisions.

Landlord and Tenant acknowledge that they are both using the Premises to operate various radio equipment in accordance with applicable Federal Communications Commission Rules. Landlord and Tenant believe that both systems can co-exist without interference with each other's systems. Tenant agrees to accept the risk of any interference occurring and further agrees that should its system or any of its components cause interference to Landlord's system or any of its components, that Tenant, at its expense, will take all necessary steps to eliminate said interference to the satisfaction of Landlord. Tenant also agrees to bear any and all costs necessary to determine the existence of, as well as the nature and cause of any interference, including but not limited to, professional radio frequency surveys and transmission strength monitoring.

7. <u>Amendment of Section 19</u>. Section 19 (Repairs") of the Lease is hereby renamed "Repairs and Facility Removal", and is further amended to add the following language to the end of the existing Section 19 as follows:

"Upon expiration or earlier termination of the Lease and subject to the reasonable direction of Landlord, Tenant, at its sole cost and expense, shall remove the Facilities (including all cabling and conduit) and shall return the Premises to Landlord in the condition in which it existed upon the Commencement Date, reasonable wear and tear and damage not caused by Tenant or its employees or contractors excepted, within thirty (30) days thereof; provided that Tenant shall repair any damage to the Property caused by such removal within fifteen (15) business days after receiving written notice of such damage from Landlord. If Tenant does not repair said damage within such fifteen-business-day period, Landlord may (but shall not be obligated to) repair said damage to restore its Property to the condition it was in upon the Commencement Date. reasonable wear and tear and damage not caused by Tenant or its employees or contractors excepted, and Tenant shall promptly reimburse Landlord for the cost of such repair within thirty (30) days after receipt of an invoice from Landlord together with reasonable supporting documentation evidencing such costs. Tenant's obligations pursuant to this Section shall survive the expiration or earlier termination of this Lease."

8. <u>Amendment of Section 5</u>. The third sentence of Section 5 ("Term and Commencement Date") of the Lease is deleted in its entirety and replaced in full with the following:

"In the event that Tenant is not in substantial default in the performance of the terms and conditions of this Lease, Tenant shall have the option to renew this Lease for up to three (3) additional and successive renewal terms of five (5) years each ("Renewal Term")."

9. <u>Amendment of Section 21</u>. Landlord and Tenant's notice addresses in Section 21(c) of the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006 Attn.: Lease Compliance

Re: BA00420A

If to Landlord:

City of Rohnert Park Attn: City Manager 130 Avram Avenue Rohnert Park, CA 94928

(707) 588-2226 Fax: (707) 792-1876

#### 10. General Provisions.

a. Any capitalized terms used but not defined in this Second Amendment shall have the same meaning as set forth in the Lease. In case of any inconsistencies between the terms and conditions contained in the Lease and

- the terms and conditions contained herein, the terms and conditions herein shall control.
- b. Except as set forth herein, all provisions of the Lease remain unchanged and in full force and effect.
- c. The persons who have executed this Second Amendment represent and warrant that they are duly authorized to execute this Second Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the Effective Date.

LANDLORD:

Tangan yang garang	
	By:
	Name:
	Its:
	Date:
<u>TENANT</u> :	T-Mobile West LLC, a Delaware limited liability company By:
T-Mobile Legal Approval Kevin Brinkley	Name: Daniel Paul Area Director, Network Eng-OPS  Its:
	Date: 7/17/2013

The City of Rohnert Park

## REVISED EXHIBIT C TO COMMUNICATIONS SITE LEASE AGREEMENT

## **Depiction of Facilities**

See attached plans dated 5/31/2013 consisting of pages T-1, T-2, A-1, A-2 & E-1

T-MOBILE WEST, L.L.C.

T·-Mobile

BA00420A SF420 WEST MT. TAYLOR

OJECT INFORMATION;==

500 CITY CENTER DRIVE ROHNERT PARK, CA 94928

CONSTRUCTION

SUED FOR:

05/31/2013 RENT ISSUE DATE:

Mobile.

1855 GATEWAY BLVD 9TH FLOOR CONCORD, CA 94520

BA00420A

SF420 WEST MT. TAYLOR

500 CITY CENTER DRIVE ROHNERT PARK, CA 94928



# PROJECT DESCRIPTION

PROJECT ARCHITECT/ENGINEER: ----

ZON ARCHITECTS

GENERAL CONTRACTOR NOTES

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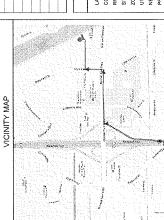
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## APPROVALS

NETWORK OPERATIONS MANAGER: PROGRAM REGIONAL MANAGER: ... SITE ACQUISITION MANAGER: CONSTRUCTION MANAGER ZONING MANAGER LANDLORD;



## TITLE SHEET

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PROJECT INFORMATION 500 CITY CENTER DRIVE ROHNERT PARK, CA 94928 CITY OF ROHNERT PARK 130 AVRAM AVENUE. ROHNERT PARK, CA 94928 W 122" 42" 11.75" (NADE3) CITY OF ROHNERT PARK N 38\* 20' 58,00" (NAD83) C-2 (COMMERCIAL) GROUND ELEVATION: JURISDICTION: SITE ADDRESS: ZONING: TELEPHONE: LATITUDE

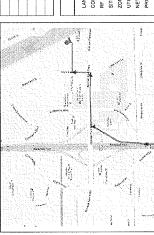
SITE ACQUISITION & PLANNER

ZON ARCHITECTS, INC. 660 4TH STREET #255 SAN FRANCISCO, CA 94107 CONTACT: GREG GUERRAZZI TEL: (707) 732-5296 EMAIL: gregguerazzi@vom.cor

APPLICANT/LESSEE
TAOBILE WEST\_LLC.
1855,GASTRWAN BOULKANDS UNTE 900
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CONTOCOD, CALFORNIA 99-20
CONTOCOD, CALFORNIA 99-20
ENALT: bred Arepinan@T-Arebite.com

ARCHITECT/ENGINEER.
ZON ARCHITECTS, INC.
ZON ARCHITECTS, INC.
GATH STREET #255
SAN FRANCISCO. CA 9107
COUNCT: DANDE ELAS.
TEL: (415): 140-9974
EMAIL: david@zonarchitects.com

PROJECT TEAM



#### 21. THE CONTRACTOR SHALL PROVIDE TEAPORARY WATER, POWER AND TOLLET PROLECT MANAGER, AND THE PROPERTY OWNER, THE PROJECT MANAGER, AND THE CITY OR GOVERNING AGENCY. 25 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE PROJECT SITE WHILE THE JOS IS IN PROJECTS SAND UNTIL THE JOB IS COMPLETED BY THE PROJECT MANAGER. A Quality of Partial Secretary 11. THE CONTRACTOR SHALL OBTAIN AND PAY FOR PERMITS. LICENSES AND INSPECTIONS NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUDE TIN THE COST OF THE WORK. – CONTRACTOR TO CALL USA UNDÉRGROUND AT LEAST TWO DAYS PRIDR DAIMENGING ANY UNDERGROUND WORK AT 1-801-277-2600. 1- PRODRY OT THE SUBMISSION OF BIODS. THE PANTICIA-NING CONTRACTORS BAHL, VIST THE ALE DISE LEVEN ANALISE THE RESERVES WITH ALL COUNTRIES. PANCING BEING AND CONTRACT DOCUMENT SHE COUNTRIES. THE COUNTRIES AND CONTRACT DOCUMENTS TO BE A REPORTED THE COUNTRIES. 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AL SYMEQLS, MAD ABPREVATIONS USED ON THE DRAWNIGS ARE CONSIDERED CONSTRUCTION STATEMENT THE CONFRACTOR HAS QUESTIONS, REGNARING THEIR SACEL MEANING. THE PRODUCTION AND THE ARGORITECT SHALL BE NOTIFIED FOR CLAMBICATION WHICH TO PROCEEDING WITH THE WORK. 2. THIS FACILITY IS AN UNOCCUPIED TELECOMMUNICATIONS SITE AND IS EXEMPT FROM DISMALED ACCESS REQUIREMENTS. A HIESE CONSTRUCTION DRAWINGS DESCRIBE THE WORK TO BE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION. TO JUNE THE PROMITTED BESIGN LIVOUT ME ANTICOMIED AND SHALL BE CONSIDERED AS PART OF THE WORK, NO CHANGES THAT ALL RE THE CHANGLERS OF THE WORK THE LIMITED BY THE DAWNES WITHOUT ISSUING A CHANGO FOR PERMITTED BY THE DAWNES WITHOUT ISSUING A CHANGO FOR BENITTED BY THE DAWNES WITHOUT ISSUING A CHANGO FOR BY. 5. THE DETAILS ARE INTENDED TO SHOW THE END RESULT OF THE DESIGN. AINOR ALCOPICLATIONS, MAY BE GEORGINED TO SHIT ADD SIMPLENSIONS ON CONDITIONS , SUCH ALCOPICLATIONS SHALL BE INCLUDED A PART OF THE WICHS. EXISTING BE EVATIONS AND LOCATIONS TO DE JOINED SKINLI BE VERBEID BY THE SYSTEMCTOR BEFORE CONSTRUCTION. IF THE PUBLIC FROM THE PROBLEM AND THE CONTRACTOR SKINLI MOTEY THE PROBLEM VANAGES AND THE ARCHOFF CONTRETS. AND THE ARCHOFF CONTRETS. AND THE ARCHOFF CONTRETS. SO THAT MODIFICATIONS CAN BE NACE BEFORE PROCEEDING WITH THE S, THE CONTRACTOR AND SLECONTRACTORS SHALL COARRY WITH ALL LOCAL CODES SEGLIATIONS, AND ORDINANCES, AS YELL AS, STATE OF SPARTINENT OF MODISTRAL REGULATIONS AND PAYSION OF MODETRAL SAFETY (OSHA) WECUMERRINS. 3. DIE CONTRACTOR SIALLI NOTIPY THE PROJECT MANAGER AND THE ANDTHET REQUESTED AND THE AND THE ANDTHETE SEQUENCE AND THE AND CONTRACTOR AND THE AND THE AND CONTRACTOR AND THE AND THE AND CONTRACTOR AND THE AND CONTRACTOR AND » The Purpose of the Specifications is to interdret the intent of the pramminging to designate the Metholo of the procedure , type and cuan materials required to complete the work . 11. GENERAL AND INTECTURAL, STRUCTURAL, AND ELECTRICAL DRAWINGS ARE WITERSELLY, ELL WOORK THE CONTRACTOR MUST REFER ALL DRAWINGS, ALL COORDINATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. 4. ALL ORGANIC SERVICES AND THE THE SERVICES AND THE SERV 7. AL CONSTRUCTION SHALL BE TH ACCRONACE WHILCHWITER 23 OF THE UBG RECANDING LEARN CLAME PRINCIPLES. CELLING CRID, INTERSORE SHATITIONS AND MECHANICAL EQUINALI, ALL MONK LUSS BE IN ACCROMOMER. COLA ENTITIOLINE COORES AND REGILATIONS. » THE INTENTION OF THE DOCUMENT IS TO INCLUDE ALL LABOR AND MATERIALS BELEGANISHY NECESSAFF FOR THE PROPER EXECUTION AND COMPLETION OF TH WORK AS STIPLLATED IN THE CONTRACT. CONTRACTOR SPECIFICATIONS A confirmation and a service of the 21-CONTRACTOR TO VERIEY ALL FIELD EXISTING CONDITIONS PRIORS TO COMMENCEMENT OF PROJECT. DEAMINGS ARE BASED ON INFORMATION PROVIDED BY T-MOBILE WEST CORPORATION AND IT'S REPRESENTATIVES. 11. TEMPOGRAFY EXCAVATIONS FOR THE INSTITUTIONS. UTILITIES, ECC., SHALL BE PROPERLY UAB BACK OF BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION/IOSHA PROJUMEMENTS. D. DO NOT EXCANATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE. JUNES, UNLESS OTHERWISE NOTED. - ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BI DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRICK TO FINAL INSPECTION OF WORK. IO GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS II SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LIMITS. 12. STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 10th OF MAXIMUM STANDARD PROCTOR DRY DENSITY. 19. NEW ORADES NOT IN BUILDING AND DRIVEWAY BAPROVEMENT AREA 10 BER ACHERCE BY FALLICA WITH APPROVED CLEAN FILL AND COMPACIED TO 1959. OF STANDARD PROCEDS DENSITY. 2. THE APPLICANT, ARCHITECTENGINEER, AND REPRESENTATIVES OF THE DOWNERSKAMIST BE NOTHERD AT I FAST TWO PLUT I DAYS PRICK TO COMMEMCEMENT OF CONSTRUCTION. 16. THE GRADES WITHIN THE FENCEDIA AREN'TO BE ACHIEVED DY COMPACTION CORRENT (TO A FENCENCE OF STANDING PROCTOR COCKERNO, THE ACHIEVENCE OF STANDING PROCTOR COCKERNO, THE AREN'MINE BILL, "NSCENERE, IT OF GRAZIL BY ASSABLY FOR ACHIEVE TO THE ACHIEVENCE PRISE I GRAZILE IN ADDING & "DE ACHIEVENCE PRISE I GRAZILE IN ADDING & "DE ACHIEVENCE ACHIEVENCE PRISE". 17. CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PREFIG. TRASH THEEDS, BRINGHO OR ANY OTHER CEPOSITS WILL REMAIN, ALL MATERIALS COLLECTED DURING CLEANING OWERATIONS SHA SE DISPOSED OF OFFISITE BY THE GENERAL CONTRACTOR. 6. THE BUILDING DEPARTMENT ISSUING THE BUILDING PERAITI SHALL BE NOTHERD AT LEAST I WO WORKING DAYS PRICK TO THE COUMPENCEMENT WORK OF AS STRPLE ATED BY THE CODE ENFORCEMENT OFFICIAL HAVING URREDICTION. 4- ALL FILL SHALL BE PLACED IN UNFORM LETTS. THE UPTS THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE. S ANY FILS PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN IONZONIA, TO LVERTICAL SHALL BE PROPERLY BENCHED MITO THE MISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER. 10. ALL SITE WORK SHALL BE CAREFULY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY. TELEPHOXE COMPANY MAY OTHER UTILITY COMPANIES HAVING LURISDICTION OVER THIS \*\* ALI TREES AND SHRUBS WHOT ANE NOT IN URRECT COMPTOT WITH THE IMPROVEMENTS SHALL BE PROTECTED BY THE CENEROL CONTRACTOR. 9-DRIVE WAY CONSTRUCTION, CRADING AND DRAWAGE WORK SS CHANGORN TO CAMPONEN, STILL OF FRANSFORM TON YS TANDARD SPECIFICATION FOR THE ROAD AND BRUCKE CONSTRUCTION. LAN STILL STANDAR AND ALL APPLICABLE PROVISIONS OR LOCAL COURTY PROVINCES. GENERAL NOTES 7 OVERHEAD SERVICE CONDUCTORS CHAIN LINK FENCING GROUND CONDUCTOR ELECTRICAL CONDUIT SONDUITS TELEPHONE CONDUIT WOOD CONTINUOUS CENTERLINE PROPERTY/LEASE LINE WOOD BLOCKING COAXIAL CABLE VOOD FENCING MATCH LINE WORK POINT MECHANICAL GRND. ERGERTER ABBREVIATIONS GROUND ACCESS [ GROUND BUS BAR GRID REFERENCE FND, MONUMENT SPOT ELEVATION TELEPHONE BOX ELECTRIC BOX GROUND ROD DETAIL RÉFÉRENCE JIGHT POLE ELEVATION SET POINT REVISION LEGEND (} (} ⊗ ㅎ혖츚헕긏춙쇽支잗춪夫뼕츚룷컎뿍뿚쁙뽁뿆욪꺍ك웆됮몆윢욖춖윭ည.

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ANA ADHESIVE MANUFACTURERS ASSOCIATION,
401 NORTH MICHIGAN ANENUE, SUITE 2400

9. THE CONTRACTOR SHALL INSTALL ALL EGUBALENT AND BANTERIALS IN ACCORDANCE, WITH LANGEACHINEES RECOMMENDATION, UNILESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.

ID ALL SITE WORK SHALL BE CAREFULY COORDINATED BY THE GENERAL CONTRACTOR WITH LOCAL ELECTRICAL COMPANY . TELEPHONE COMPANY ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION

14. THE CONTRACTOR SHALL SUPERVISE AND DIRECT ALL WORK USING HIS BEST SHOULD HER FERON HIS FOR ALL CONSTRUCT SHOULD HER PERPONNEL FOR ALL CONSTRUCT WAS MATHORS. FERON HOLDES, PROCEDURES AND STOLINE FOR ALL CONTRACT COORDINATING ALL PORTIONS OF THE WORK WIDER THE CONTRACT.

13. THE CONTRACTORS SHALL PRODICED THE PRODRESTY OWNERS. PRODECT MANNESTED SHALL PRODUCE WITH ANY DATA CONTRACTORS. THE CONTRACTORS AND CONTRACTORS. STREATCH AND CASETING CONTRACTORS. STREATCH AND CASETING CONTRACTORS. STREATCH AND CASETING CONTRACTORS. STREATCH AND CASETING CONTRACTORS. STANKE SECURITY OF STANKE STREATCH OF STANKE STANKE STREATCH OF STANKE STANKE

14. THE CONTRACTOR SHALL BE RESPONSEDLE FOR AND SHALL REPLACE OR ORIGINAL ANY FALLY WHINDOWN CHECK ON A FUNDAMENT OR ON CONTRACTOR OF ANY DAVING WHINDOWN CHECK NATIONAL OF ANY DAVING WHINDOWN CHECK NATIONAL CONTRACTOR THE CONTRACTOR OF THE WORK BY TANDRILE OR ITS REPRESENTATIVES. UNDER THIS CONTRACTOR.

15. THE CONTRACTOR SHALL VERIFY, COORDWATE, AND PROVIDE ALL NECESSARY BLOCKER() BADDING, FRANKING, HANGERS OR OTHER SUPPORTS FOR ALL ITENS BELIABING THE SAME.

13-THE CONTRACTOR SHALL CONTACT U.S.A UNDERGROUND BEFORE PROCEEDING WITH ANY EXCAVATION, SITE WORK, OR CONSTRUCTION

SO IT SIALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO LOCATE ALGEBRAIN AND THE PROPERTY HE SECTION OF THE DESTRUCTION AND THE PROPERTY HE FROM DAMAGE THE CONTRACTOR SHALL BEHALL EPRESSES FOR REPAIRED WITH THE SECTION SHALL BEHALL EPRESSES FOR REPAIRED WITH THE SECTION SHALL BEHALL EPRESSES FOR THE SECTION SHALL BEHALL SHALL EPRESSES FOR THE SHALL END SHALL EPRESSES FOR THE SHALL END SHALL EPRESSES FOR THE SHALL END SHALL EN

22.THE CONFRACTOR SHALL REMOVE ALL RUDGISH AND WASTE MATERIAL CN A
DAILY BASIS AND SHALF RESCRISE IS RIFED TOO STREAL OVER 1000 CLEANING
HINDOLOGUI COOSTINCTON, INCLUDING PRIA. CLEANING HINDOLOGOINE BION OF
WORK, ALL MEERS ARE TO BE LEFT IN A BIRODY CLEAN CORDITION AT THE END OF
EACH DAY.

24-THE GENERAL CONTRACTOR MUST PERFORM YORK DURING PROPERTY OWNERS PREFERRED HOURS TO AVOID DISRUPTION OF NORMAL ACTIVITY.

16-PRESTRATIONS OF MODE PLENBRANES SHALL BE PATCHEDT FLASHED AND MUDE WHITE THE STREET STREET AND PATCHED AND PATCHED STREET STREET STREETS AND PATCHED AND DEFLAILS. THE CONFINCTIONS SHALL DETAILS THAT MAD CLARITICATION FOR STREET COARDITIONS FROM THE ARCHITECTER SINGERT. IF RECESSARY SEPORE PROCEEDING.

19- DO NOT EXCANATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE UNITESS OTHERWISE NOTED.

19 AL, TEMPORARY EXCANATIONS POR THE INSTALLATION OF FOUNDATIONS, UIRTHISE, ETC. SHALL BE PROPERLY 1 AND BACK ON BACKED IN ACCORDANCE WITH COPRIECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSIA) REQUIREMENTS.

73- ALI MATFRIALS MUST BE STORED IN ALFVEL AND DRY FASHIDY. AND IN A MANARE HILLY DOES NOT IN ENCESSARILY OBSTRUCT HIE FLOW OF OTHER IN ADDITION. STORAGE METROD MUST ARET ALL. RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

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AL SHORTHAGTOR SHALL SHAML SHOP DRAWINGS AS REQUENCED AS ALCHER AND A STATE OF THE ALL SHALL SHALL SHOWNING TO THE PROSTICE THAGER ECONOCIONAL ALL SHOD DRAWINGS SHALL BE REVIEWED, OFFICKED AND CORRECTED THE CONTINCE OF THE PROJECT MANAGER.

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17 - MEGONICHOS SHOULD ALL AN ACCESSION WITHOUT A AND CONTROL SHEETS WHICH PRESERVE HABCHER BAND BESCHOET FREE FIRST. THE SHEET SHEETS WHICH PRESERVE HABCHER BAND BESCHOET FREE FIRST. THE SHEET SHEETS WHICH PRESERVE HABCHER BAND BESCHOET FREE FIRST. THE SHEET SHEETS WHICH FREE FIRST. THE SHEET SHEETS WHICH FREE FIRST. THE SHEET SHEETS WHICH FREE FIRST SHEETS WHICH

# GENERAL REQUIREMENTS

CONSTRUCTION

SUED FOR:

05/31/2013

RRENT ISSUE DATE

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7) THE CONTRACTOR SHALL AT THE ROWN ENGENEES, CLARK WAS MAINTAIN FOR THE CLAND THE CHARGE CT. ALL INSTRUMENTS, AS EXCLUDION ON DISTRICT THE CONTRACTOR SHALL NOT COMMENCE THIS THE CONTRACTOR SHALL NOT COMMENCE THIS THE SHALL WAS ROOMEN. CENTEROLIS THE SHALL WAS TRESSENED FOR PROPERLY AND THE CHARGE CHARGE, SHALL BE NAMED AS AN ADDITIONAL COMPANY SHALL BE NAMED AS AN ADDITIONAL COMPANY.

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SAO PERA DE RINGRANGE OF CONDITIONS THAT EMST, OR OF MAY DOFFICIALIZES OF COMPUTED AND AND AND ADDITIONAL TO BE OF CONTRIBUTION OF THE RELEVANT MATTER CONCERNING THE WORK TO BE PERSONALD IN THE RELEVANT MATTER CONCERNING THE WORK TO BE PERSONALD IN THE RELEVANT MATTER CONCERNING THE WORK TO THE CONTRIBUTION OF THE WORK. 4.THE BIDDES, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION TO FRANCH ANTTER OR THING CONCERNMEN WHICH SUCH BIDDER MIGHT HAVE FULLY INFORMED THEMSELVES PRIOR TO THE BIDDING.

RESERVATE COMMENCE UNIT OF ANY WORK, IT COMPRESSED WITH ASSERVA PROJECT MANAGES WHO OWN, ACT AS A SHRIGE FROM TO CONTACT FOR ALL PERSONNEL INVOKED WHE HIS PROJECT THE PROJECT WORKHINIT BE REARTHED TO THE SCHIEDUS FROM THE PROJECT WORKHINIT BE REARTHED TO THE SCHIEDUS FROM THE PROJECT WORKHINIT BE REARTHED TO THE SCHIEDUS FROM THE PROJECT WORKHINIT STANDARD TO THE SCHIEDUS FROM THE PROJECT WORKHINIT STANDARD TO THE SCHIEDUS FROM THE PROJECT WORKHINIT STANDARD TO THE SCHIEDUS FROM THE PROJECT OF THE SCHIEDUS FROM THE SCHIEDUS FROM

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8,THE CONTRACTOR SHALL PROVIDE WRITTEN DAILY UPDATES ON SITE PROGRESS TO THE PROJECT MANAGER.

IGNOTIFY THE PROJECT MANAGER IN WRITING NOT FEST THAN FORTY-EIGHT HOURS, TOWER SECTIONS, AND EQUIPMENT CABINET IT AGENENT. 9.4 COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REGURED PRIOR TO THE START OF CONSTRUCTION

HEET TITLE:

GENERAL NOTES

