Licensee Cell Site Name: Capitol Hill Licensee Cell Site #: COL01220 Licensee FA#: 10101152

#### LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("Agreement") is made and effective on this 1<sup>st</sup> day of August, 2022 (the "Effective Date") by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the "**City**") and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company authorized to do business in the State of Colorado with a principal place of business address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (the "**Licensee**"). The Parties are referred to herein, collectively, as the "Parties."

## **RECITALS**

**WHEREAS,** the City owns and operates the real property located at 303 W Colfax Ave, Denver, CO 80202 and all appurtenances thereto (the "Subject Property");

**WHEREAS,** the City has right, title, and interest in and to the Subject Property together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into an agreement in respect thereof;

WHEREAS, the Parties desire to enter into this Agreement regarding Licensee's use of certain designated areas at the Subject Property for Licensee's operation of a Roof-Mounted Communication Antenna, specifically, Licensee's use of the portion of the mezzanine rooftop of the Subject Property and its equipment room on the 3<sup>rd</sup> parking level as described in Exhibit A attached hereto (the "Licensed Area");

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

#### **DEFINITIONS**

The capitalized terms used in this Agreement and any and all exhibits hereto, will have the meanings given such terms in the paragraph in which such terms are parenthetically defined. The meanings given to terms defined will be equally applicable to the singular and plural forms of such terms. In addition, the following capitalized terms shall have the following meanings:

A. "Agreement" shall have the meaning set forth in the preamble hereto.

**B.** "ADA" means Americans with Disabilities Act and any other federal or state laws requiring access for the disabled to public accommodations.

**C.** "Applicable Law" means all federal, state, and local laws applicable in the context of the specific matter addressed in this Agreement, including but not limited to: 1) the constitutions, laws, and rules and regulations of the United States of America and the State of Colorado; 2) the City Charter, the Denver Revised Municipal Code, and building, fire, electrical,

plumbing and other applicable codes, as they may be amended from time to time; 3) rules and regulations, including any standards and specifications, promulgated or amended by the Denver Department of Safety and the Denver Fire Department; 4) any rules and regulations promulgated or amended by other City departments and agencies applicable to this Agreement; 5) executive orders issued by the Mayor; 6) any court order, judgment, or decree or any appellate decision applicable to this Agreement; 7) any federal, state, or local administrative decision or order applicable to this Agreement; 8) any anti-discrimination laws;

**D.** "Cancellation" means the revocation of the License and the termination or cancellation of the Agreement, including mutual termination by the parties, in the manner specified in this Agreement.

**E.** "City Representative" means the Division of Real Estate's designee(s) who will oversee and direct all activities of Licensee under this Agreement. The City Representative(s) may be employees or contractors of the City, Denver's Facilities Management division, Denver's Technology Services, the Electronic Engineering Bureau of the Department of Safety, and/or Denver's Division of Real Estate. Contact information for the City Representative and the assigned responsibilities, if there is more than one City Representative, shall be provided to Licensee upon execution of this Agreement. The City may identify, change, add or delete City Representative(s) by written notice to Licensee.

**F.** "City System" means all existing and future communication and other electronic facilities, equipment and instrumentation and related infrastructure and utility connections located at the Subject Property including, but not limited to, public safety channels, radio system or other electronic means of sending, receiving, processing and recording information and data for public safety purposes.

**G.** "DRMC" means the Denver Revised Municipal Code as it may be amended from time to time.

**H.** "Effective Date" means the date this Agreement goes into effect, as specified in section 2.01(a).

I. "Emergency" means an occurrence or incident that presents an imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to fire, explosion, flood, earthquake, wind, storm, structural failure, hazardous substance, environmental contamination, civil disturbance, vandalism, or breach of security.

**J.** "FCC" means the Federal Communications Commission.

**K.** "Director" means the director of the City's Division of Real Estate.

L. "Interference Study" means a site and technical interference study, Exhibit C, field tests or other activities or investigations related to the resolution of RF Interference that may be associated with the Licensed System as specified in section 5.02.

**M.** "License" means the license granted as specified in section 1.01(a) which is exclusive only to the extent specified in this Agreement and which is restricted and revocable as specified in this Agreement. No property or leasehold interest or right is granted by the License.

**N.** "Licensed Area" means the location at the Subject Property where Licensee is authorized to install and operate the Licensed System, as specified in section 1.01(a).

**O.** "Licensed System" means the radio frequency equipment and wireless communication facility, and related equipment, infrastructure and utility connections authorized by the City and installed and operated by Licensee within the Licensed Area of the Subject Property, as specified in section 1.01(a).

**P.** "Licensee" means the legal entity to which the License is granted under and in accordance with this Agreement, as identified in opening paragraph of this Agreement. To the extent that Licensee retains contractors, consultants, or subcontractors to perform any of Licensee's rights and obligations under the Agreement, Licensee shall also mean those contractors, consultants, and subcontractors.

**Q.** "License Fee" means the compensation to be paid by Licensee to the City for the use of the Licensed Area and the operation of the Licensed System at the Subject Property as specified in section 3.01.

**R.** "Minimum Technical Standards" mean those standards set forth in **Exhibit B** as these Minimum Technical Standards may be updated from time-to-time, as needed, to address the state-of-the-art.

**S.** "Party" means either the City or Licensee, as appropriate in the context, and Parties means both the City and Licensee.

**T.** "Permitted Use" means the uses (subject to restrictions) as specified in section 1.02, which Licensee may make of the Licensed Area in the installation and operation of the Licensed System.

U. "RF" (Radio Frequency) Interference means any emission, radiation or induction from or associated with the Licensed System that affects the functioning of or degrades, obstructs, or interrupts radio or other wireless communications being made by the City or other authorized parties to or from the Subject Property or the operation of any communication system located at the Subject Property.

V. "Point of Contact" means the Director of Real Estate at the City and County of Denver, or the Director's designated representative during regular business hours.

**W.** "Term" means the duration of the Agreement running from the Effective Date of the Agreement, as specified in section 2.01 including any Term Extensions as specified in section 2.02.

**X.** "Term Extension" means any extensions of the duration of the Agreement as specified in section 2.02.

NEW CINGULAR WIRELESS PCS, LLC FINAN-202262133-0

## SECTION 1 LICENSE; PERMITTED USE; and ACCESS

## 1.01 Grant of License.

(a) City hereby grants a License to Licensee for the use of certain designated areas at the Subject Property as depicted on **Exhibit A** (the "Licensed Area") for the installation and operation by Licensee, of the Licensed System, as the Licensed System is technically described, also in **Exhibit A**. The Licensed System shall be situated within the Licensed Area, which will include a limited space for an equipment cabinet, and shall be located in relation to the City System, if any, as depicted in **Exhibit A**. The Licensed Area depicted in **Exhibit A** shall require an amendment in writing to this Agreement.

## **1.02 Permitted Use/Restrictions.**

(a) The Licensed Area at the Subject Property shall be used for the installation, maintenance, alteration, repair, replacement, operation, and removal of the Licensed System within the Licensed Area, in accordance with this Agreement ("Permitted Use"). The Licensed System shall be owned by Licensee. Except as expressly provided in this Agreement, the City may not disturb or modify the Licensed System without the prior written permission of Licensee.

(b) Licensee may access the Subject Property, use the Licensed Area, and install and operate the Licensed System only as set forth in this Agreement. The Permitted Use does not authorize any activity that would conflict or interfere with the public health, safety or welfare purpose or operation of the Subject Property or City System. Such prohibited conflict or interference includes RF Interference as set forth in this Agreement and **Exhibit C**. Licensee shall likewise take every reasonable measure to promptly and effectively avoid or remedy any emergency situation within its control that could adversely impact the Subject Property, the City System, the Licensed Area, or the Licensed System.

#### 1.03 Access.

(a) Provided that Licensee gives at least twenty-four (24) hours prior notice to the Point of Contact, Licensee has the reasonable right of access, ingress to and egress from the Licensed Area during regular business hours for Licensee's employees, contractors and agents, including suppliers of materials and furnishers of service (collectively "Licensee's Personnel"). To gain access to the Licensed Area, Licensee must provide written notice to realestate@denvergov.org and facilities.helpdeskPOB@denvergov.org in concordance with the time limits on prior notice as stated herein.

(b) In the event of an urgent situation where Licensee needs prompt access to the Licensed System during or outside of regular business hours, which shall be deemed to include any failure of Licensed System or any portion thereof, Licensee shall communicate with the

Point of Contact to arrange for access by Licensee's Personnel.

(c) With respect to all access to the Subject Property, Licensee's Personnel must present legally sufficient identification, preferably in the form of a badge with picture ID issued by Licensee; will be subject to escort by the City's Designee and search and inspection of items brought onto the Subject Property; and will comply with all restrictions and security protocols set by the Director and the City Representative. All equipment, vehicles, machinery and other materials brought onto the Subject Property site must be necessary for the work authorized to be performed.

(d) Should Licensee require access into a secure area of the Subject Property which may require prior approval or escort, then the permission of the City Representative must be obtained and any security protocols must be strictly observed by Licensee.

(e) The exercise of access by Licensee or Licensee's personnel shall not conflict or interfere with the operations of the Subject Property or the City System and may not block access at or the use of the Subject Property nor be in violation of the ADA. In addition, the exercise of access shall not conflict or interfere with the City System unless prior written permission is obtained from the City Representative.

(f) Any particular access on the Subject Property may, at any time, temporarily or permanently, be closed, so long as an alternative means of access is made available to Licensee within a reasonable time. During the duration of any state of Emergency declared by the President of the United States, the Governor of the State of Colorado, or the Mayor of the City and County of Denver, access may be denied for security and public safety reasons. Licensee hereby releases and discharges the City from any and all claims, demands or causes of action which Licensee may now, or at any time hereafter, have against the City, arising or alleged to arise out of the closing of any point of access on the Subject Property site or the temporary unavailability of such access.

## SECTION 2 TERM and TERM EXTENSION

## 2.01 Term.

The Term of this Agreement shall be effective as of August 1, 2022 (the "Effective Date"), and shall expire on July 31, 2032 unless Licensee terminates the Agreement upon sixty (60) days written notice.

## 2.02 Term Extension.

Licensee may exercise one (1) option to renew the License for one additional ten-year period with a 3% increase over the most recent lease rate at the end of the Term. Licensee shall

provide notice to the City of its intent to exercise the renewal option by no later than sixty (60) days before the end of a Term. All terms and conditions shall remain in effect in accordance with this Agreement during the renewal period, including the percentage fee increase under Section 3.01, unless otherwise modified by mutual written agreement. Modifications, if any, must be set forth in an amendment to this Agreement and processed for approval in the same manner as the Agreement.

#### SECTION 3 LICENSE FEE

#### 3.01 License Fee.

(a) Licensee agrees to pay City a monthly License Fee of FOUR THOUSAND FIVE HUNDRED TWENTY-THREE DOLLARS AND THIRTY-FIVE CENTS (\$4,523.35), payable in equal monthly installments beginning on the Effective Date and continuing on the first day of each month thereafter for the Term of the Agreement and any Term renewal. The License Fee shall increase three percent (3%) each year, with the increased License Fee taking effect on the anniversary of the Effective Date of this Agreement each year.

(b) The License Fee does not include the payment for electrical service for the Licensed System. Licensee shall bear the costs of all maintenance and repairs to the Licensed System, and Licensee shall pay for a separate electric meter for the operation of the Licensed System, as well as all monthly costs of utility and electricity associated with the use and operation of the Licensed System. Licensee shall make these payments directly to the utility provider, not to the City.

(c) Any License Fee paid to the City shall not be refundable in the event of Cancellation, as provided in this Agreement.

#### 3.02 Maximum Contract Amount

(a) Notwithstanding any other provision of the Agreement and any renewal options exercised by the Licensee, the maximum payment obligation under this Agreement shall not exceed ONE MILLION FOUR HUNDRED FIFTY-EIGHT THOUSAND, FIVE HUNDRED TWENTY-FIVE DOLLARS AND TWENTY-FOUR CENTS (\$1,458,525.24) (the "Maximum Contract Amount").

#### 3.03 Place and Manner of Payments.

All sums payable to City, including the License Fee and other costs and expenses incurred by the City and reimbursable by Licensee under this Agreement, shall be made payable, without notice, to the "Manager of Finance for the City and County of Denver" and delivered to:

City and County of Denver Division of Real Estate 201 West Colfax Avenue, Dept. 1010 Denver, Colorado 80202

All payments shall be made in legal tender of the United States. Any payment not made to City accrues interest at the lesser of (i) 18% per annum, or (ii) the maximum interest rate allowed under law, commencing on the fifth (5<sup>th</sup>) calendar day after the date such amount is due and owing until paid to City. Licensee agrees to pay any charges, fees, or costs incurred by the City for collection of unpaid License Fees or other unpaid costs and expenses of Licensee specified in this Agreement, including reasonable attorney's fees.

## SECTION 4 DESIGN, CONSTRUCTION, AND INSTALLATION

#### 4.01 General.

(a) On or after the Effective Date of this Agreement, Licensee shall, at its sole cost and expense, properly maintain and preserve within the Licensed Area, the Licensed System in accordance with **Exhibit A** (unless changes are authorized under section 4.02), and in accordance with the terms and conditions of this Agreement.

(b) The Licensed System shall in all respects be designed and maintained in accordance with Applicable Law, and pursuant to any required building permit and zoning permit to be obtained by Licensee from the City, and according to requirements or design guidelines of the Denver's Technology Services division, the Denver Department of Safety and the Denver Fire Department.

## 4.02 Plans and Specifications.

(a) Prior to any installation of any modification to the Licensed System, a copy of complete and accurate plans and specifications for the Licensed System must be submitted to the City Representative for review. These plans and specifications must include complete specifications of transmitter power, operating frequencies, filter passband and rejection characteristics, antenna model numbers and radiation patterns (both horizontal and vertical plane patterns), antenna height and location, and placement of utilities servicing the Licensed System.

(b) Licensee shall cooperate with the City Representative in the review of the plans and specifications and shall make any reasonable modifications required by the City Representative. Upon completion of the review and any required modifications, the City Representative will approve the plans and specifications. Modification to the Licensed System may be denied in the City's sole and absolute discretion. An amendment to this License, including a possible increase in license fee, may be required.

## 4.03 Maintenance, Preservation, and Modifications of Licensed Area and Licensed System

(a) Licensee is responsible for undertaking all measures necessary and appropriate under Applicable Law in the maintenance of the Licensed Area and operation of the Licensed System to protect the health and safety of the public, City employees, and Licensee's employees and contractors and to lawfully conduct the work associated with the use, maintenance, and preservation of the Licensed Area and the Licensed System. Licensee shall be responsible for securing and maintaining all required and valid permits, licenses and approvals for Licensee's maintenance and preservation of the Licensed Area and Licensed System.

(b) Licensee shall include in Licensee's contract(s) with its consultants, contractors, and sub-contractors, provisions whereby such consultants, contractors, and subcontractors shall defend and hold harmless the City from all costs, liens, damages and expenses related to the design, construction, installation, and modification work regarding the Licensed Area or Licensed System.

(c) Licensee shall be responsible for obtaining utility locates prior to starting any authorized digging on City property. If damage should occur to any existing underground utilities or other underground facilities on City property, whether or not a utility locate was obtained, Licensee shall immediately report the damage to the City Representative and shall take all actions and incur all costs and expenses necessary to repair the damage in a manner satisfactory to the City Representative.

(d) Upon completion of the installation of any modifications or alterations, Licensee shall timely furnish to the City Representative with documented evidence of payment, contractor's affidavits and full and final waivers of all liens for labor, services, or materials.

(e) Equipment shall be located in designated locations as depicted on **Exhibit A** within the Licensed Area. The temporary placement of any equipment or materials outside of the Licensed Area shall require the prior written approval of the City Representative. No equipment or materials shall be placed so as to block access at or use of the Subject Property or in violation of the ADA.

(f) Licensee is responsible for acquiring land lines required for the installation and operation of the Licensed System. The installation or modification of land lines at the Subject Property shall be subject to the prior written approval of the City Representative. Licensee shall be solely responsible for paying any fees, charges, surcharges, taxes, assessments, and similar costs and expenses associated with the land lines.

(g) The City is not responsible for the Licensed System or Licensee's other authorized installations or modifications. Licensee shall be responsible for securing the Licensed System and Licensee's other authorized installations or modifications and keeping them in good working order.

## SECTION 5 USE AND OPERATION

#### 5.01 Authorized Frequencies.

In the operation of the Licensed System, Licensee may only operate Licensee's System in the radio bands and frequencies (and no others) which Licensee or FirstNet are authorized by the FCC to use. Operation in any radio band licensed for use by a City System is prohibited. Addition or change in radio bands or frequencies is prohibited unless Licensee first provides prior written notice to the Director and first provides an intermodulation report to the Director.

## 5.02 RF (Radio Frequency) Interference.

(a) Licensee acknowledges that City's unimpeded use and operation of 303 W Colfax Avenue is critical to the health, safety and welfare of the City and County of Denver and its inhabitants. Licensee shall use its best efforts, at all times, to avoid any RF Interference or interference of any kind with the operation or use of any City System as set forth in this Agreement and **Exhibit C**. Licensee shall diligently work to prevent and, in the event of failure to do so, immediately correct radio frequency interference to the City System and any component elements, including the City's WiFi system, and to cooperate with, and comply with the directions from, the City Representative assigned to deal with RF Interference matters. To help achieve this goal, Licensee shall comply with the following:

(b) Licensee agrees to comply with all federal, state, local, or other government regulations applicable to Licensee and its activities operating or using the Licensed System, including, but not limited to, regulations and standards published by the FCC.

(c) Upon written request by the City Representative, Licensee agrees to conduct an Interference Study prior to commencing operations and/or during the entire Term or Term Extension of this Agreement, and to furnish the City Representative with the results of the Site Study and to include it as part of Licensee's System Plans and Specifications. If Licensee should fail within a period specified by the City Representative to undertake or complete an Interference Study, the City may arrange for such an Interference Study and Licensee shall reimburse the City for the cost and expense of conducting and preparing the Interference Study.

(d) Licensee agrees to comply with the current Minimum Technical Standards attached hereto as **Exhibit B**.

(e) In order to prevent RF Interference, Licensee shall maintain and repair, at no cost to the City, the Licensed System, in order to comply with FCC rules and the reasonable requirements of the City Representative. If this maintenance should necessitate changing out or replacing existing antennas, the requirements of section 5.04 shall be applicable.

(f) If authorized to make changes, Licensee shall notify the City Representative of the specific changes to associated RF equipment, transmit and receive frequencies, transmitter output power, antenna configurations, and effective radiated power before making the changes. An Interference Study shall be conducted by Licensee, as directed by the City Representative and at Licensee's sole cost and expense, prior to any proposed frequency changes. The requirements of section 5.04 shall be applicable to the changes addressed herein.

(g) To extent there are more than one licensee operating RF equipment at the Subject Property, all licensees are encouraged to resolve potential or real interference problems amongst themselves. Licensee agrees to cooperate fully with City and other licensees to diagnose and correct interference problems. Such cooperation may require Licensee to temporarily reduce or shut down transmit power to help diagnose problems.

(h) When the City Representative, based on inquiry and evaluation, becomes aware of a potential or existing RF Interference problem caused directly or indirectly, wholly or partially, by the Licensed System, the City may require Licensee to reimburse City for the cost of an Interference Study to include radio frequency measurements. The purpose of this Interference Study is to identify the problem and determine if the problem is caused directly or indirectly, wholly or partially, by the Licensed System. This Interference Study shall be conducted by a consulting engineer selected by the Director after consultation with Licensee and the City Representative. In the event there are additional licensees operating at the Subject Property, Licensee shall pay for a pro rata share of the costs of the Interference, in which case the responsible party shall pay all costs and expenses. Pro rata share shall be determined by dividing the costs by the number of non-City licensees operating at the Subject Property.

(i) When necessary to correct RF Interference problems, as determined by the Chief in the Chief's reasonable discretion, Licensee agrees, at its sole cost and expense, to install cavity-type bandpass filters, notch filters, isolators, or other state-of-the-art equipment. These equipment items are in addition to the minimum equipment of the Minimum Technical Standards. The minimum equipment items shall be installed regardless.

(j) Licensee shall ensure that its frequencies used for the operation of the Licensed System do not interfere with any operation of the Subject Property, including without limitation interference with public safety or the City System. Licensee shall provide documentation of the frequencies that it is authorized to use and is using for the Licensed System. Licensee shall not occupy any frequencies that they are not using for the purposes of blocking other licensees from operating. Prior to modifying the Licensed System, Licensee shall be responsible for conducting an RF scan to verify there will be no RF Interference with other systems.

(k) If Licensee's equipment or operations cause RF Interference, as determined by

the Director in the Director's reasonable discretion, including without limitation interference with the City System, and if the interference is not eliminated within ten (10) days after written notice from the Director, then City may, at Licensee's sole cost and expense, temporarily turn off the power to the Licensed System, except for intermittent testing. The City Representative shall contact Licensee at the time the Licensed System needs to be deactivated so Licensee can facilitate the effort to deactivate the Licensed System, isolate any interference, and turn the Licensed System back on with minimal interruption. Licensee, at its sole cost and expense and subject to the requirements of section 5.06, shall (i) have the right to make such repairs, maintenance, replacements or adjustments to the Licensed System as may be reasonably necessary to prevent such RF Interference, and (ii) have the right to conduct intermittent tests of the Licensed System at times mutually agreeable to the City Representative to determine if the Licensed System will continue to cause such RF Interference.

(1) The City requires that Licensee operate its Licensed System with no RF Interference to other licensees' systems. Any unresolved disputes regarding the cause or resolution of specific RF Interference problems or complaints must be evaluated by an independent third party selected by the Director who is competent to evaluate the potential causes of the interference and the measures required for its resolution. If it is determined that RF Interference to the equipment, frequencies or channels of Licensee or other licensees operating at the Subject Property is a result of the non-compliance of those facilities with the Minimum Technical Standards, it shall be the responsibility of Licensee or other licensees to resolve the interference in accordance with the Minimum Technical Standards. If the RF Interference continues when these facilities are brought into compliance with the Minimum Technical Standards, then it shall be Licensee's responsibility to take whatever measures are necessary to resolve the interference promptly and effectively or disengage the operation of the Licensed System or equipment causing the RF Interference until the RF Interference is resolved to the satisfaction of the City Representative.

#### 5.03 Operational Test Procedures.

The following test procedures shall be approved by City prior to or during, whichever is applicable, Licensee's operation of the Licensed System.

(a) Perform a desktop interference study to include all frequencies to be used by Licensee to ensure no RF Interference is likely from intermodulation products or out-of-band emissions.

(b) Verify the results of the Interference Study by conducting appropriate measurements of the installed systems.

(c) If problems are found, make recommendations for additional filtering, channel changes, greater antenna separation, or other fixes, as necessary.

## 5.04 Changes to Licensed System.

(a) Licensee shall provide prior written notice to the Director of any proposed change in radio cabinets, transmitter power, frequencies, filters, number of antennae, antenna locations, antenna height, antenna orientation, or related aspects of the Licensed System. Any proposed new, or proposed changes to, antennae, antenna mounts or mounting hardware, or structural changes to the Subject Property or tower, require that Professional Engineer stamped structural drawings be provided for review and approval. All reviews of proposed changes shall be subject to such process as prescribed by the Director and undertaken by the City Representative.

(b) Any proposed changes which are significant (as determined by the Director) will require a review of the current lease rate and may result in an additional License Fee being charged to Licensee and possible other changes to the terms and conditions of the Agreement. These changes, along with any addition, relocation or replacement of antennae or other equipment outside the Licensed Area, shall require an amendment to the Agreement which must be approved in the same manner as this Agreement. Changes or occupation or use of areas outside of the Licensed Area which are not authorized as provided herein will be considered to be in breach of this Agreement.

(c) All such changes shall be subject to the Minimum Technical Standards and the installation and operational conditions set forth in this Agreement. The approval form must be attached to the scope of work and stamped structural drawings sheets (not separate). All contractors, subcontractors and vendors must have a copy of the signed approval sheets to present to the officer in charge of the Subject Property, before any work may begin.

## 5.05 Repairs and Maintenance; Removal.

(a) The maintenance, care, repair, alteration, enhancement or replacement of the Licensed System or infrastructure within the Licensed Area shall be made by Licensee at its sole cost and expense. Licensee covenants and agrees during the Term or Term Extension of this Agreement, after the installation of the Licensed System and occupancy of the Licensed Area, that Licensee:

(1) shall keep the Licensed System in good order and condition, and will make all necessary and appropriate repairs or changes thereof if approved as required in section 5.04 above;

(2) shall not permit rubbish, debris, waste materials or anything unsightly or detrimental to health, or likely to create a fire or explosion hazard, or conducive to deterioration, to remain in any part of the Licensed Area or the Subject Property or to be disposed of improperly;

(3) shall at all times maintain the Licensed System in accordance with

Applicable Law, the Minimum Technical Standards, FCC requirements, and manufacturer's specifications;

(4) shall promptly repair any and all damage to, among other things, the structures, equipment and surrounding property at the Subject Property which result from Licensee's installation and operation of its Licensed System including, but not limited to, any leaks or physical damage as a result of roof penetrations or other physical penetrations or structural damage to the building or structures, including the significant reduction in the useful life of buildings or structures or any parts thereof, caused by the Licensed System or its operation and/or other workmen and maintenance and repair activities involving the Licensed System;

(5) shall store tools, test equipment and work materials only in areas at Subject Property approved by the City Representative; and

(6) shall restore any damage resulting from roof or other building penetrations and actions or omissions of the License in the Licensed Area or at the Subject Property so that the damaged property is restored to original condition.

(b) All portions of the Licensed System brought onto the Subject Property by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during or after the Term. City waives any and all lien rights it may have, statutory or otherwise, concerning the Licensed System or any portion thereof. Removal or other modifications are subject to Section 1.03 regarding access to the Licensed Area. The Licensed System shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; City consents to Licensee's right to remove all or any portion of the Licensed System from time to time in Licensee's sole discretion subject to Section 1.03.

(c) If Licensee should be of the opinion that repair, alteration or replacement of the Subject Property is needed ("Alteration"), Licensee shall submit in writing a request to the Director explaining the perceived need for the Alteration. City will maintain and repair the Subject Property, and all areas of the Licensed Area where Licensee does not have exclusive control, in reasonably good condition, subject to reasonable wear and tear and damage from the elements. Any obligation of the City to perform the work shall be strictly contingent upon approvals, including contracts, required by Applicable Law and obtaining all funding needed for the Alteration. If Licensee proposes to make and pay for the Alterations, it should provide plans and a budget with the request submitted to the Director.

# 5.06 Right to Enter, Inspect and Make Repairs and Improvements.

(a) The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances to avoid unreasonable interruption of Licensee's operations) to access the Licensed Area for the following purposes:

(1) to inspect such equipment at reasonable intervals during regular business hours (or at any time in case of Emergency or urgent need to protect the City System) to determine whether Licensee has complied and is complying with the terms and conditions of this Agreement;

(2) to perform maintenance and make repairs and replacements in cases where Licensee is obligated but has failed to do so, after the City has given Licensee reasonable notice so to do, in which event Licensee shall reimburse the City for the reasonable cost thereof within thirty (30) days of Licensee's receipt of City's invoice accompanied by reasonable substantiation of the costs incurred. The City shall have the right to seek recovery of the cost of the maintenance or repair by any judicial remedy available should Licensee fail to pay the cost of the repair. Under no circumstances will City attempt to repair or alter in any way Licensee's operational equipment such as base station radios, other electronic equipment, alarm systems, antennas, coaxial cable, DAS, UPS, etc.; however, this restriction shall not limit the City in performing inspections and repairs and protecting the City System and the Subject Property as provided in this Agreement.

(b) The City reserves the right at all times to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, expand, or improve the City System and the Subject Property and the improvements thereon in connection with their use and operation. The City agrees to give reasonable advance notice of any such activities to Licensee and to reasonably cooperate with Licensee to carry out such activities with a minimum amount of interference to Licensee's use of the Licensed Area. Licensee agrees to cooperate with the City with respect to such repairs, maintenance, alterations, expansions, or improvements and to accommodate such work to the extent the City deems necessary and at Licensee's sole expense.

# 5.07 Utilities.

(a) Licensee shall pay for a separate electric meter for the operation of the Licensed System, as well as all monthly costs of utility and electricity associated with the use and operation of the Licensed System. Licensee shall make these payments directly to the utility provider, not to the City.

(b) Licensee shall be responsible for providing and properly maintaining and replacing, subject to the requirements of section 5.04 above and the installation requirements of section 4.03 above, an independent ventilation, heating, and air conditioning system for those portions of the Licensed System, if any, that are expressly required by the manufacturer of the System to maintain manufacturer's warranties based upon Licensee's installation of the Licensed System at the Subject Property.

# 5.08 Interruption of Utility Services.

(a) Licensee agrees that City shall not be liable for failure of any utility services to

be supplied to the Licensed System, or for a failure of the electrical generator, or for any interruption of utility services to the Licensed System caused by third parties.

(b) The City reserves the right to temporarily interrupt utility services at such time as may be necessary by reason of accident, unavailability of employees, repairs, alterations or improvements or whenever by reason of *force majeure*, including any state of Emergency declared by the President of the United States, the Governor of the State of Colorado, or the Mayor of the City and County of Denver for which such interruption is reasonable for security and public safety reasons. The City shall not be liable for operational or business losses or for damages to persons or property due to such interruptions. Nor shall such interruptions in any way be construed as cause for abatement of the License Fee, unless caused by the demonstrated gross negligence or intentional misconduct of the City or its agents, contractors or employees.

(c) No backup power supplies shall be placed within the Licensed Area or elsewhere on the Subject Property without the prior, written approval of the City Representative and after obtaining any required permits, licenses or approvals for such backup power supplies.

## SECTION 6 INSURANCE; INDEMNITY and DEFENSE; GOVERNMENTAL IMMUNITY; LIMITS ON LIABILITY; and TAXES, LICENSES, LIENS AND FEES

#### 6.01 Insurance.

General Conditions: Licensee agrees to secure, at or before the time of (a) execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Licensee shall keep the required insurance coverage in effect at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer eligible to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or nonrenewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Licensee shall provide written notice of cancellation, non-renewal of any required coverage that is not replaced to the parties identified in the Notices section by - mail, referencing the City's contract number. Licensee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the requirements, and these requirements do not lessen or limit the liability of the Licensee. The Licensee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(b) **Proof of Insurance**: Licensee may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Licensee

certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Licensee's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(c) Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Licensee's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) **Waiver of Subrogation:** For all coverages required under this Agreement, Licensee's insurer shall waive subrogation rights against the City.

(e) **Subcontractors and Subconsultants:** Licensee shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Licensee and appropriate to their respective primary business risks considering the nature and scope of services provided.

(f) **Workers' Compensation and Employer's Liability Insurance:** Licensee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

(g) **Commercial General Liability:** Licensee shall maintain a Commercial General Liability insurance policy per ISO form CG 00 01 or equivalent with - limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

(h) **Automobile Liability:** Licensee shall maintain Automobile Liability with - limits of \$1,000,000 per accident combined single limit applicable to all owned, hired and non-owned vehicles used at the Leased Premises.

(i) **Property Insurance**: Licensee shall provide 100% replacement cost for Licensee's tenant improvements and personal property. - Licensee understands and acknowledges that the City does not provide any insurance coverage for any property of the Licensee, its agents, employees or assignees located in the Leased Premises and Licensee acknowledges and agrees that the Licensee, its agents, employees and assignees have no claim against the City for any damage or loss of personal property and belongings of Licensee, its agents, employees or assignees in the Leased Premises. Licensee self-insures property risk.

(j) Failure to comply with the requirements of this section 6.01 shall be legal

grounds under this Agreement for work by Licensee at the Subject Property to be ordered to cease or to be restricted, as deemed appropriate by the Director or the Denver Risk Management Office, until compliance is achieved and any unpaid claims are resolved to the reasonable satisfaction of the City Representative and the Denver Risk Management Office. These insurance obligations shall survive the expiration of the Agreement and Cancellation for three (3) years.

## 6.02 Indemnification & Defense.

(a) Licensee hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to regarding the use and occupancy of, and activities and operations on, the Subject Property site by Licensee (including its officers, employees, representatives, suppliers, contractors, subcontractors and agents) under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Licensee (including its officers, employees, representatives, suppliers, contractors, subcontractors and agents) either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

(b) Licensee's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether an action has been filed in court on the Claim. Licensee's duty to defend and indemnify the City shall arise even if City is the only party sued and/or it is alleged that City's negligence or willful misconduct was the sole cause of the alleged damages.

(c) Licensee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Licensee under the terms of this indemnification obligation. Licensee shall obtain, at its own expense, any additional insurance that it deems necessary for City's protection.

(e) This indemnification and defense obligation shall survive the expiration of this Agreement and Cancellation.

# 6.03 Colorado Governmental Immunity Act.

Licensee understands and agrees that City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101 *et seq.*, C.R.S., and any related statutory protections against liability.

#### 6.04 Limitation on Liability.

Licensee agrees that no liability shall attach to the City for any damages or losses incurred or claimed by Licensee or any other person or party on account of the installation, construction or operation of the Licensed System by Licensee. Licensee agrees that it shall not in any way seek damages or make any claims against the City for any interference or delay caused by construction in adjacent areas, other businesses or operations, including without limitation damages or losses in the nature of delay damages, lost labor productivity, and impact damages.

## 6.05 Environmental Requirements.

(a) Licensee and its contractor(s) and subcontractor(s) shall obtain all federal, state, and local environmental permits necessary for the work to be performed and shall comply with all applicable federal, state, and local environmental permit requirements applicable to any work performed on the Subject Property. Licensee and its contractor(s) and subcontractor(s) shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders applicable to the work (collectively, "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment.

(b) The term "Hazardous Materials" shall mean asbestos, asbestos-contaminated soils, and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C.§ 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes, or any other applicable federal or state statute.

(c) No Hazardous Materials shall be brought onto, or stored on, the Subject Property site without the prior, written approval of the City Representative and, if required by the City Representative, the prior, written approval of the Denver Department of Environmental Health and/or the Colorado Department of Public Health and Environment.

(d) The obligations of Licensee set out in this section 6.04 shall survive the expiration of the Agreement and Cancellation.

#### 6.06 Taxes, Licenses, Liens and Fees.

(a) Licensee agrees to promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operations hereunder and to take out and keep current all municipal, state or federal licenses required for the conduct of its business or operations under this Agreement and further agrees not to permit any of said taxes, excises, license fees or permit fees to become delinquent.

(b) Licensee also agrees not to permit any mechanic's or materialman's or any other lien to become attached or be foreclosed upon the Subject Property or the tower, or improvements thereto, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman for Licensee, as contractors or subcontractors.

(c) Licensee further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operations hereunder, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Subject Property, the City System, the Licensed System, or related improvements, which may in any way impair the rights of the City under this Agreement or to the City's property.

(d) The obligations of Licensee set out in this section 6.05 shall survive the expiration of the Agreement and Cancellation.

## 6.07 No Waiver.

No failure of either Party to insist upon the strict performance of a term, covenant or agreement contained in this Agreement shall be deemed or taken to be a waiver by such Party of any succeeding failure to perform or any breach or default.

## SECTION 7 CITY RIGHTS

## 7.01 City's Rights.

(a) City shall retain all the rights to the use, occupancy and ownership of the Subject Property; and such use, occupancy and ownership by the City shall be the primary use of the Subject Property and shall not be interfered with by the exercise of the rights granted hereunder during the Term or Term Extension of the Agreement, except to the extent interference shall be a result of Licensee's reasonable uses and actions in the installation, inspection, maintenance, alteration, repair, replacement, operation and removal of the Licensed System as authorized under this Agreement; provided, however, that Licensee shall be liable to the City for any damage to improvements that may result from such installation, inspection, maintenance, alteration, repair, replacement, operation and removal.

(b) If the City desires Licensee to leave in place any modifications made by Licensee to the Tower and so states in a written notice to Licensee, then Licensee shall leave such modifications in place without compensation from or to the City. If Licensee is required to remove the modifications and does not restore damage resulting from said removal and thereby causing the City to have to undertake the restoration, then Licensee shall promptly reimburse the City for the work. The City specifically reserves for itself, other Licensees, licensees and assignees of City, all rights which do not materially and adversely interfere with Licensee's exercise of its License under this Agreement; provided, however, the City will not materially and adversely interfere with, the rights of Licensee under the terms of this Agreement except to the extent expressly provided in this Agreement.

(c) Upon expiration of the Agreement or Cancellation or on the date specified in any demand for possession by the City after any default by Licensee (after any applicable notice and cure periods), Licensee covenants and agrees to surrender possession of the Licensed Area and all other parts of the Subject Property site to the City in the same condition as when first occupied, ordinary wear and tear excepted but subject to the repair and restoration requirements provided in this Agreement.

(d) Licensee shall remove, at its sole cost, upon expiration of the Agreement or Cancellation, the Licensed System and all of Licensee's personal property within thirty (30) calendar days after expiration or Cancellation, as applicable. If such removal should damage the Subject Property, Licensee agrees, at its sole cost, to immediately repair such damage in a good and workmanlike manner and to put the property in the same condition as it would have been if the Licensed System had not been installed, reasonable wear and tear excepted but subject to the repair and restoration requirements provided in this Agreement. If Licensee fails to remove the Licensed System and Licensee's personal property within thirty (30) calendar days after the expiration of this Agreement or Cancellation, as applicable, the City, at its option, may remove, store and/or dispose of same and retain any proceeds therefrom, and further is entitled to recover any cost incurred by the City in removing same and in restoring the Subject Property.

(e) If Licensee holds over after the expiration of this Agreement or Cancellation, and so long as the Licensed System is still situated on the Subject Property site (even if it has been disconnected), Licensee shall pay to City a holdover fee equal to 250% of the then total License Fee prorated from the effective expiration or Cancellation date, whichever is applicable, to the date the Licensed System is properly and completely removed from the property. Nothing herein shall be construed to give Licensee the right to hold over at any time, and the City may exercise any and all remedies at law or in equity to recover possession of the Property, as well as any damages caused by Licensee.

## SECTION 8 LOSS OF, AND LIABILITIES PERTAINING TO THE LICENSED SYSTEM

#### 8.01 Damage or Destruction and Restoration.

In case of damage or loss of all or any portion of the Licensed System or the Tower, Licensee will give prompt notice thereof to the City; and, except as otherwise provided herein, Licensee shall promptly commence and complete with due diligence (subject to delays beyond its control), the restoration of the Licensed System as nearly as reasonably practicable to the value and condition thereof immediately prior to such damage or destruction. In the event of such damage or destruction, Licensee shall be entitled to use or receive reimbursement from the proceeds of all property insurance policy or policies held by Licensee for the Licensed System. The License Fee payable under section 3.01 shall continue to be due and owing.

## 8.02 Licensee's Election Not to Restore Damaged Licensed System.

In case of the damage or destruction of all or any part of the Licensed System, Licensee, within ninety (90) days thereafter, may elect not to restore or replace the Licensed System, and this Agreement shall be terminated. Licensee must notify the City within said 90 days of the damage or destruction to all or any part of the Licensed System of its intentions not to restore or replace the Licensed System and shall pay the City, in full, six (6) months of payments for the License Fee under section 3.01 from the date that the notice not to restore or replace is provided to the City. Licensee shall promptly proceed to remove the Licensed System from the Licensed Area and to repair and restore the Subject Property in accordance with Section 4 and section 7.01 and as otherwise provided in this Agreement within thirty (30) days after Licensee elects not to restore or replace the Licensed System. The obligations of Licensee under this section 8.02 shall survive the expiration of this Agreement and Cancellation.

## SECTION 9 DEFAULT; REMEDIES; and DISPUTES

## 9.01 Licensee Default.

Licensee shall be in substantial default under this Agreement if Licensee:

(a) Fails to timely pay to the City on the fifth (5<sup>th</sup>) calendar day after the date License Fee or any other payments are due and owing under this Agreement; provided, however, default shall not occur until the tenth (10<sup>th</sup>) calendar day after written notice is provided by the City to Licensee; or

(b) Becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the

appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

(c) Transfers its interest under this Agreement, unless such transfer is specifically authorized pursuant to section 10.01; or

(d) Fails to submit or fails to timely submit complete and accurate plans and specifications, bonds, proof of insurance and other submittals as required by the express terms of this Agreement, and such failure continues for a period of thirty (30) calendar days after Licensee has received written notice from the City of such failure; or

(e) Abandons, deserts or vacates the Licensed System or Licensed Area; or

(f) Suffers any materialmen's or mechanic's lien or attachment to be filed against the Licensed System, the City System, or the Subject Property because of any act or omission of Licensee, and such lien or attachment is not discharged or contested by Licensee in good faith by proper legal proceedings within thirty (30) calendar days after Licensee's receipt of written notice thereof from City; or

(g) Fails to keep, perform and observe any other promise, covenant or agreement set forth in this Agreement and such failure continues for a period of more than thirty (30) calendar days after delivery by City of a written notice of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Licensee within thirty (30) days of Licensee notice Licensee commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control (which must be documented in a written notice to the City); or

(h) Gives its permission to any person to use for any illegal or unauthorized purpose any portion of the City's property made available to Licensee for its use under this Agreement; or

(i) Or any of its officers or employees are convicted, plead <u>nolo contendere</u>, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Licensee's business or operations in the State of Colorado.

# 9.02 Remedies.

If Licensee substantially defaults in any of the covenants, terms and conditions herein and such default is not cured within any applicable notice and cure periods, the City may exercise any one or more of the following remedies: (a) The City may elect to allow this Agreement to continue in full force and effect and to enforce all of City's rights and remedies hereunder, including without limitation the right to collect compensation as it becomes due together with interest or recover any damages or losses resulting from the action or inaction of Licensee.

(b) The City may engage in Cancellation and repossess the Licensed Area, without liability for so doing and without having to comply with any eviction process under state law, upon giving thirty (30) calendar days written notice to Licensee of the intended Cancellation, at the end of which time all the rights hereunder of Licensee shall terminate, unless the default shall have been cured as prescribed in section 9.01 or elsewhere in this Agreement. Licensee shall be liable to the City for all amounts owing to the City or any other party with respect to Licensee's operations at the Subject Property or under this Agreement.

(c) The remedies provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to the City under law or equity. The obligations of Licensee under this section 9.02 shall survive the expiration of the Agreement and Cancellation.

## 9.03 City Default.

City's failure to perform any term or condition under this Agreement within thirty (30) days after written notice from Licensee specifying the failure will be deemed a default by City and a breach of this Agreement. No such failure, however, will be deemed to exist if City has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of City. If City remains in default beyond any applicable cure period, Licensee will have: (i) the right to cure City's default and to deduct the costs of such cure from any monies due to City from Licensee, and (ii) any and all other rights available to it under law and equity. The Parties agree to work diligently together and in good faith, using reasonable efforts to resolve any unforeseen issues and disputes and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this Agreement. Any dispute between the City and Licensee, including whether a default by Licensee is substantial or has been timely and effectively cured, shall be taken to administrative hearing, pursuant to the procedure established by Section 56-106, DRMC. For the purpose of that procedure, the City official rendering a final determination shall be the Executive Director of the Denver Department of Safety.

## SECTION 10 MISCELLANEOUS PROVISIONS

#### 10.01 Assignments.

(a) Licensee shall not assign or otherwise transfer its interest in this Agreement, in whole or in part, or otherwise transfer any rights or interest in or to the License granted under this Agreement, without the prior written consent of the Director, which consent can be given or denied in Director's sole discretion, and subject to approval, under section 10.16 below, of an amendment to this Agreement authorizing the assignment. The Director may require any

proposed assignee to demonstrate that it is appropriately licensed and authorized to provide the same services as Licensee and has the ability to perform the terms and conditions of this Agreement including any financial obligations under this Agreement.

(b) Notwithstanding the foregoing, Licensee may assign this Agreement, and the License granted herein, in whole, to any business entity which is parent, subsidiary, affiliate of Licensee, or to any party that acquires all or substantially all of Licensee's radio spectrum assets in the Denver market area, by reason of a merger, acquisition or other business reorganization. The burden shall be on Licensee to demonstrate, to the satisfaction of the Director, that any proposed assignment qualifies under this sub-section 10.01(b).

(c) The License granted under this Agreement may not be sold under any circumstances. Any contract entered by Licensee to sell or convey the License granted herein shall not be binding on the City and shall be grounds for terminating the Agreement, at the discretion of the Director.

(d) Under no circumstances shall Licensee be authorized to allow any other licensee or sub-licensee to co-locate or operate any system at the Subject Property.

## 10.02 Fair Dealing; Further Assurances.

(a) In all cases where the consent or approval of one Party is required before the other may act, or where the agreement or cooperation of the Parties is separately or mutually required as a legal or practical matter, then in that event the Parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement as the same are set forth herein, subject to the terms hereof.

(b) From time to time, upon the request of a Party, the other Party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting Party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting Party, be necessary or desirable in order to effectuate, complete or perfect the rights of said Party under this Agreement, provided said requesting Party is currently in full compliance with the provisions of this Agreement and has tendered or offered to tender any reciprocal instruments, certificates and documents to which the other Party is entitled under the Agreement.

## 10.03 Bond Ordinance.

This Agreement and the rights granted or conveyed hereby are in all respects subject and subordinate to any and all City bond ordinances related to the Subject Property and to any other bond ordinances which should amend, supplement or replace such bond ordinances.

## **10.04** Financial Interests.

NEW CINGULAR WIRELESS PCS, LLC FINAN-202262133-0 Except for financial interests authorized by the City in accordance with the City Charter and ordinances, any financial interests created in, or used to secure financing and payment for the costs of, any work performed or improvements made under this Agreement by Licensee, including but not limited to any bonds, certificates of participation, purchase agreements, and Uniform Commercial Code filings, shall expressly exclude from such debt or financial security contained in such financial instrument(s) any title, rights and interests held by the City in the property subject to this Agreement. The terms and conditions of this Agreement must be expressly recognized in any such financial instrument(s) created or entered by or on behalf of Licensee, which must specifically acknowledge and affirm that any financial interests created by the financial instrument(s) are subordinate to this Agreement and may not encumber the City's title, rights and interests in the subject property or under this Agreement.

#### 10.05 Appropriation.

Notwithstanding any provision of this Agreement to the contrary, the rights and obligations of the City under this Agreement are contingent upon all funds necessary for work or expenditures contemplated under this Agreement being budgeted, appropriated and otherwise made available by the City. The Parties acknowledge that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City, except to the extent that capital improvement funds that are lawfully appropriated can be lawfully carried over to subsequent years.

#### 10.06 Contracting or Subcontracting.

Any work that is allowed to be contracted or subcontracted under this Agreement shall be subject, by the terms of the contract or subcontract, to every provision of this Agreement. Compliance with this provision shall be the responsibility of the Party who arranged the contract or authorized the subcontract. Except as otherwise expressly stated in this Agreement, no Party shall be liable or have a financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which the other Party contracts or has a contractual arrangement.

#### 10.07 Third Parties.

This Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City or Licensee because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

#### 10.08 Force Majeure.

Neither Party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the reasonable control of that Party, including without limitation strikes, boycotts, labor

disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, severe weather conditions, fire, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or which is not in its power to control, but in no event shall this section be construed so as to allow Licensee to reduce or abate its obligation to pay the License Fee prescribed in this Agreement.

## 10.09 No Discrimination in Employment (City Executive Order No. 8):

In connection with the performance of work under the Agreement, Licensee may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Licensee shall insert the foregoing provision in all subcontracts.

## 10.10 Non-Discrimination and Equal Employment Opportunity

(a) In carrying out its obligations under the Agreement, Licensee and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Licensee agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Licensee will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientations.

(b) Licensee agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Licensee will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Licensee.

(c) Licensee will incorporate the foregoing requirements of this Section in all of its subcontracts.

(d) Licensee agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section.

## **10.11** Conflict of Interest.

The Parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein, and Licensee further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

## 10.12 Applicable Law; Authority; Venue; Enforcement; and Claims.

(a) The Parties agree to comply with all Applicable Law in existence as of the Effective Date of this Agreement or as may be subsequently enacted or adopted and become applicable.

(b) This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, and the applicable provisions of the Charter and Revised Municipal Code of the City and County of Denver.

(c) Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

(d) The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages (notwithstanding Cancellation), as may be available according to the laws and statutes of the State of Colorado; provided, however, the Parties agree to and hereby release any claims for incidental, consequential, or punitive damages; provided, further, no provision of this Agreement may be enforced by the creation or recording of any type of lien against real property owned by the City, nor may any foreclosure process be utilized to recover any moneys owed by the City to Licensee. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to these terms and conditions contained in this Agreement, and that any failure to comply which results in any recoverable damages shall not cause, by itself, the revocation or termination of any rights or obligations under this Agreement.

(e) Nothing in this section 10.11 shall be construed as a waiver, release, reduction or modification of any insurance, bond, indemnification or other liability obligations of Licensee or Licensee's design professional, contractor or sub-contractor expressly provided for in this Agreement.

(f) No official, officer, director, agent, or employee of either Party shall be charged personally or held contractually liable to the other Party or its officials, officers, directors, agents, or employees under any term or condition of this Agreement or for any breach, default, or violation under this Agreement.

(g) In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party.

## 10.13 Use, Possession or Sale of Alcohol or Drugs; Smoking Policy.

(a) Licensee and its officers, agents, employees, and contractors shall cooperate and comply with the provisions of the City and County of Denver's policy or order or any successor policy or order concerning the use, possession or sale of alcohol or drugs on City property.

(b) Licensee and its officers, agents, employees, and contractors shall cooperate and comply with the provisions of the City's policy or order prohibiting smoking in buildings and certain facilities, and Licensee agrees it will take reasonable action to prohibit smoking by its employees in the public areas of the Subject Property.

## 10.14 Notices.

All legal and administrative notices hereunder shall be given in writing to the following by hand delivery, by a nationally recognized overnight courier, or by certified mail, postage prepaid, return receipt requested.

To the City:	City and County of Denver Division of Real Estate Attn: Director of Real Estate 201 W Colfax Ave, Dept 1010 Denver, CO 80202
And to:	City Attorney's Office City and County of Denver 1437 Bannock Street, Room 353 Denver, CO 80202
To the Licensee:	New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration FA #: 10101152 Cell Site Name; Capitol Hill (CO) Cell Site #: COL01220 1025 Lenox Park Blvd NE, 3rd Floor Atlanta, GA 30319

With a copy to:	New Cingular Wireless PCS, LLC
	Attn: Legal Dept
	FA #: 10101152
	Cell Site Name; Capitol Hill (CO)
	Cell Site #: COL01220
	208 S. Akard Street
	Dallas, TX 75202 4206

All proposed amendments to the Agreement, letter approvals for proposed actions by Licensee, proposed changes to the exhibits, and any document or affidavit seeking the signature of the Director or the Executive Director of Safety, shall be provided to both the Director and the City Attorney's Office. Licensee and City shall designate local contact personnel for operational and otherwise day-to-day business communications which may be made by telephone or email. Any changes to this contact information shall be provided immediately once known.

#### 10.15 Examination of Records and Audit

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Licensee's performance pursuant to this Agreement, and any other transactions related to this Agreement. Licensee shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Licensee to make disclosures in violation of state or federal privacy laws. Licensee shall at all times comply with D.R.M.C. 20-276.

## **10.16** Parties' Obligation Regarding Confidential Information.

The Parties agree that issues governing the use and disclosure of Confidential Information, as defined below, provided to or made available to the City by Licensee will be governed by the following provisions:

(a) As used herein, the term "Confidential Information" means all information, of any nature and in any form, regardless of when given, that (i) is disclosed or provided by or through Licensee to the City pursuant to performance of this Agreement; and (ii) has been clearly marked or indicated in writing as being confidential by Licensee; provided, that no part of this Agreement or the exhibits attached to this Agreement shall be deemed to contain Confidential Information. Information falling within this definition shall be treated by the City as confidential

proprietary information of Licensee pursuant to the provisions of the Colorado Open Records Act and under any rule of court. Information not so marked or indicated will not be so considered.

(b) Except as expressly provided in this Agreement or as otherwise mandated by the Colorado Open Records Act or other applicable law, the City will not disclose Confidential Information to anyone other than individuals designated by the Director, including the City Representative, without the prior written consent of Licensee. The City will not use, or permit others to use, Confidential Information for any purpose other than actions incidental to the performance and enforcement of this Agreement between the City and Licensee, including but not limited to auditing of records of Licensee by the City Auditor and/or other representatives of the City. The City will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures that it takes to protect its own Confidential Information of a similar nature.

(c) The Parties recognize that the mere marking of a document as "Confidential" does not render it conclusively confidential under the Colorado Open Records Act. Consequently, in the event that the City is served with an Open Records Request or subpoena from any third party requesting all or part of any Confidential Information as defined herein, the City shall give timely notice to Licensee of such request or subpoena within the time parameters of the Colorado Open Records Act or of any applicable court rule. In that event, Licensee agrees upon receipt of actual notice from the City of such Open Records Request or subpoena to immediately undertake, at its own cost and expense, to defend such Confidential Information from disclosure pursuant to the Colorado Open Records Act or applicable court rule and shall defend, save and hold harmless and indemnify the City and its agents and employees with respect to such issues.

(d) Licensee shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation the trade secrets of businesses or entities doing business with the City, security measures utilized by the City, and other privileged or confidential information.

## 10.17 Entire Agreement; Amendment.

The Parties acknowledge and agree that the provisions contained herein, including all exhibits attached hereto, constitute the entire agreement and that all representations made by any officer, agent or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved to the City herein, shall be valid unless executed by an instrument in writing by all the Parties with the same formality as this Agreement.

#### 10.18 Severability.

If any term or provision of this Agreement is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or unenforceable or in conflict with any law of the State of Colorado or the City Charter or City ordinance, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either Party in entering this Agreement, the Parties shall work together, in good faith, to come up with an amendment to this Agreement that substantially satisfies the previously intended consideration while being in compliance with Applicable Law and the judgment of the court. Judicial invalidation of the License Fee, in whole or part, shall result in a failure of consideration and termination of this Agreement.

#### 10.19 Time of Essence.

The Parties agree that in the performance of the terms and requirements of this Agreement by Licensee and the City, time is of the essence.

## 10.20 Section Headings.

The section headings herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

## 10.21 Approval and Execution of Agreement.

This Agreement is expressly subject to and shall not be or become effective or binding on the City until City Council approval, if required by Charter, is obtained and the Agreement is fully executed by all required City signatories and all required Licensee signatories.

## 10.22 Authority

Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The person(s) executing this Agreement on behalf of each Party warrants that he/she/they have full authorization to execute this Agreement. The City shall have the right, in its discretion, to either temporarily suspend or permanently terminate the Agreement if there is any valid dispute as to the legal authority of Licensee or the person signing this Agreement on behalf of Licensee to enter into this Agreement.

## **10.23** Electronic Signatures and Electronic Records.

The Parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form

or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

## SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

Contract Control Number: Contractor Name: FINAN-202262133-00 New Cingular Wireless PCS, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

## **CITY AND COUNTY OF DENVER:**

**REGISTERED AND COUNTERSIGNED:** 

ATTEST:

By:

**APPROVED AS TO FORM:** 

Attorney for the City and County of Denver

By:

By:

By:

**Contract Control Number: Contractor Name:** 

FINAN-202262133-00 New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation Its: Manager

By: <u>Please see next page for signature</u>

ATTEST: [if required]

By: \_\_\_\_\_

**Contract Control Number: Contractor Name:** 

FINAN-202262133-00 New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation Its: Manager

DocuSigned by: Mark Johns By: \_\_\_\_ F0CDE175DEBF43B

Mark Johns

Name:

(please print)

Title: \_\_\_\_\_ Area Manager

(please print)

ATTEST: [if required]

DocuSigned by: Gary Alchia By: \_\_\_\_\_ -729DCAB75B4C479...

Gary Alchin

Name:

(please print)

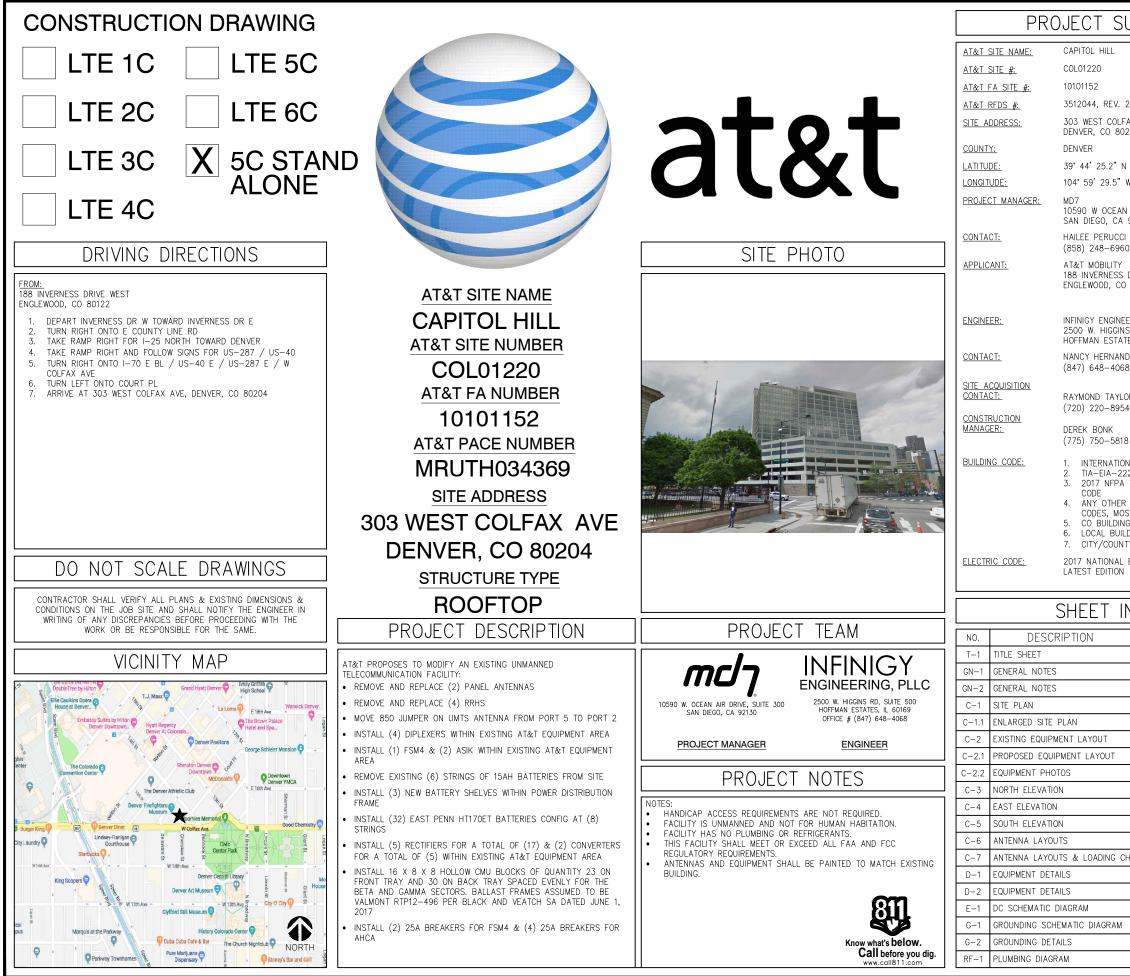
Sr. Specialist-Tech Vendor Management

\_\_\_\_\_

Title:

(please print)

# EXHIBIT A



SUMMARY  LL  REV. 2.0 COLFAX AVE D 80204  .2" N (NAD 83) 9.5" W (NAD 83) 9.5" W (NAD 83) 9.5" W (NAD 83) 0.5"		PLANS PREPARED FOR:			
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ISSUED FOR CONSTRUCTION 04/03/20 CAP REVISED/ISSUED FOR REVIEW 01/21/20 CAP ISSUED FOR REVIEW 07/01/19 CAP AT&T SITE NAME: CAPITOL HILL AT&T SITE NUMBER: COL01220 UT AT&T FA NUMBER: 10101152 SITE ADDRESS: 303 W. COLFAX AVE. DENVER, CO 80204 SHEET DESCRIPTION: TITLE SHEET RAM	BUILDING CODE COUNTY ORDINANCES DNAL ELECTRIC CODE OR	THE SOLE PROPERTY OF AT&T REPRODUCED, DISSEMINATED WITHOUT THE EXPRESS WRITTED REVISIONS:	AND MAY NOT OR REDISTRIBU N CONSENT OF A	BE TED	1
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#### GENERAL CONSTRUCTION NOTES:

- FOR THE PURPOSE OF CONSTRUCTION DRAWINGS. THE FOLLOWING DEFINITIONS SHALL APPLY GENERAL CONTRACTOR
  - SUBCONTRACTOR CONTRACTOR (CONSTRUCTION)
  - OWNER AT&T
  - ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS. AND AT&T PROJECT SPECIFICATIONS.
- GENERAL CONTRACTOR AND SUBCONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES REGULATIONS AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS ORDINANCES RULES. REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL
- AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS FOUIPMENT APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS
- PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS. THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH THE WORK, DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH WORK
- THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS. THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE SPACE FOR APPROVAL BY THE ARCHITECT/ENGINEER PRIOR O PROCEEDING
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF 10 WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION
- GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
- ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT 12 EXPERIENCED WORKMEN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS
- SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH ULLISTED 1.3 MATERIALS APPROVED BY LOCAL JURISDICTION. SUBCONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
- WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. SUBCONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
- SUBCONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS
- PAVEMENTS CURBS LANDSCAPING AND STRUCTURES ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
- THE SUBCONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR THE START OF CONSTRUCTION. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR
- 18. ALL TRADES AND SUBCONTRACTORS TO THE SITE AND/OR BUILDING. 19.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE
- 20. COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
- THE GENERAL CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A DT 2-A:10-B:C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION
- ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER 22. UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ARCHITECT/ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, D) TRENCHING & EXCAVATION.

- ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER 23. UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ARCHITECT/ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND /OR LOCAL LITUITIES
- 24. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE AND STABILIZED TO PREVENT FROSION
- SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE 25. DURING CONSTRUCTION, EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL
- NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN 26 GROUNDING. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND 27. COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY LINDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHAL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER
- 28 REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
- 29 ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT
- SUBCONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT 30 REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT. SUBCONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
- 32 THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT NO HANDICAP ACCESS REQUIRED)
- OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION. 33. APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS
- NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED 34 ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN 35 ACCORDANCE WITH THE LATEST REVISION OF AT&T MOBILITY GROUNDING STANDARD "TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSM/GPRS WIRELESS SITES" AND "TECHNICAL SPECIFICATION FOR FACILITY GROUNDING." IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN. SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS
- 35 AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF SUBCONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY
- SUBCONTRACTOR SHALL REMOVED ALL TRASH AND DEBRIS FROM THE 36 SITE ON A DAILY BASIS
- 37. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION. NO WHITE STROBE LIGHTS ARE PERMITTED. ANY REQUIRED LIGHTING
- MUST MEET FAA STANDARDS AND REQUIREMENTS. 39
- ALL COAXIAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. 40.
- NO SIGNIFICANT NOISE, SMOKE, DUST OR VIBRATIONS WILL RESULT FROM THIS FACILITY (DISREGARD THIS NOTE IF THIS SITE HAS A GENERATOR) NO ADDITIONAL PARKING TO BE PROPOSED. EXISTING ACCESS AND 41.
- PARKING TO REMAIN, UNLESS NOTED OTHERWISE NO LANDSCAPING IS PROPOSED AT THIS SITE, UNLESS NOTED OTHERWISE. 42.

#### ELECTRICAL NOTES:

- ELECTRICAL CONTRACTOR SHALL SUPPLY AND INSTALL ANY/ALL 1. ELECTRICAL WORK INDICATED. ANY/ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH DRAWINGS AND ANY/ALL APPLICABLE SPECIFICATIONS. IF ANY PROBLEMS ARE ENCOUNTERED BY COMPLYING WITH THESE REQUIREMENTS, CONTRACTOR SHALL NOTIFY 'CONSTRUCTION MANAGER' AS SOON AS POSSIBLE, AFTER THE DISCOVERY OF THE PROBLEMS, AND SHALL NOT PROCEED WITH THAT PORTION OF WORK, UNTIL THE 'CONSTRUCTION MANAGER' HAS DIRECTED THE CORRECTIVE ACTIONS TO BE TAKEN.
- ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE 2 HIMSELF WITH ANY/ALL CONDITIONS AFFECTING ELECTRICAL AND COMMUNICATION INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF. ALL EXISTING CONDITIONS OF ELECTRICAL EQUIP., LIGHT FIXTURES, ETC., THAT ARE PART OF THE FINAL SYSTEM, SHALL BE VERIFIED BY THE CONTRACTOR, PRIOR TO THE SUBMITTING OF HIS BID. FAILURE TO COMPLY WITH THIS PARAGRAPH WILL IN NO WAY RELIEVE CONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC AND ALL CODES AND LOCAL ORDINANCES OF THE LOCAL POWER & TELEPHONE COMPANIES HAVING JURISDICTION AND SHALL INCLUDE BUT NOT BE LIMITED TO: C - NATIONAL FIRE CODES
  - UL UNDERWRITERS LABORATORIES

  - NEC NATIONAL ELECTRICAL CODE NEMA NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
  - OSHA OCCUPATIONAL SAFETY AND HEALTH ACT
  - SBC STANDARD BUILDING CODE

- DO NOT SCALE ELECTRICAL DRAWINGS; REFER TO SITE PLANS AND 4 ELEVATIONS FOR EXACT LOCATIONS OF ALL EQUIPMENT, AND CONFIRM
- WITH CONSTRUCTION MANAGER' ANY SIZES AND LOCATIONS WHEN NEEDED. EXISTING SERVICES: CONTRACTOR SHALL NOT INTERRUPT EXISTING SERVICES WITHOUT WRITTEN PERMISSION OF THE OWNER.
- CONTRACTOR SHALL PAY FOR ANY/ALL PERMITS, FEES, INSPECTIONS AND TESTING. CONTRACTOR IS TO OBTAIN PERMITS AND APPROVED SUBMITTALS PRIOR TO THE WORK BEGINNING OR ORDERING EQUIPMENT. THE TERM "PROVIDE" USED IN CONSTRUCTION DOCUMENTS AND
- SPECIFICATIONS, INDICATES THAT THE CONTRACTOR SHALL FURNISH AND INSTALL
- CONTRACTOR SHALL CONFIRM WITH LOCAL UTILITY COMPANY ANY/ALL REQUIREMENTS, SUCH AS THE: LUG SIZE RESTRICTIONS, CONDUIT ENTRY, SIZE OF TRANSFORMERS, SCHEDULED DOWNTIME FOR THE OWNERS' CONFIRMATION, ETC... ANY/ALL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER, PRIOR TO BEGINNING ANY
- MINIMUM WIRE SIZE SHALL BE #12 AWG, NOT INCLUDING CONTROL WIRING, UNLESS NOTED OTHERWISE. ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION
- OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST 10. ALLOY WITH THREADED HUBS IN WET/DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS
- IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF THE CONSTRUCTION. CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS FOR THE EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
- CHARGE SYSTEM SHALL BE AS COMPLETELY AND EFFECTIVELY GROUNDED, AS REQUIRED BY SPECIFICATIONS, SET FORTY BY AT&T.
- 13. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL
- CONTRACTOR IN A FIRST CLASS, WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND SUBJECT TO REGULATOR
- INSPECTION & APPROVAL BY CONSTRUCTION MANAGER. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID 14. INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.
- 15. CONTRACTOR SHALL GUARANTEE ANY/ALL MATERIALS AND WORK FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE
- THE CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ANY ADDITIONAL CHARGE AND SHALL INCLUDE THE REPLACEMENT OR THE REPAIR OF ANY OTHER PHASE OF THE INSTALLATION, WHICH MAY HAVE EEN DAMAGED THEREIN
- ADEQUATE AND REQUIRED LIABILITY INSURANCE SHALL BE PROVIDED FOR 17. PROTECTION AGAINST PUBLIC LOSS AND ANY/ALL PROPERTY DAMAGE FOR THE DURATION OF WORK. PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES,
- 18. COVER PLATES AND DEVICES FOR ALL OUTLETS AS INDICATED
- DITCHING AND BACK FILL: CONTRACTOR SHALL PROVIDE FOR ALL 19. UNDERGROUND INSTALLED CONDUIT AND/OR CABLES INCLUDING EXCAVATION, BACKFILLING AND COMPACTION. REFER TO 'FOUNDATION,
- EXCAVATION, AND BACKFILLING NOTES. MATERIALS, PRODUCTS AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SHALL APPEAR ON THE LIST OF U.L. 20. APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE NEC. NEMA. AND IECE.
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURERS CATALOG INFORMATION OF ANY/ALL LIGHTING FIXTURES, SWITCHES, AND ALL OTHER ELECTRICAL ITEMS FOR APPROVAL BY THE CONSTRUCTION MANAGER PRIOR TO INSTALLATION.
- ANY CUTTING OR PATCHING DEEMED NECESSARY FOR ELECTRICAL WORK 22. THE ELECTRICAL CONTRACTORS RESPONSIBILITY AND SHALL BI INCLUDED IN THE COST FOR WORK AND PERFORMED TO THE SATISFACTION OF THE 'CONSTRUCTION MANAGER' UPON FINAL ACCEPTANCE.
- ELECTRICAL CONTRACTOR SHALL LABEL AL PANELS WITH ONLY 23. TYPEWRITTEN DIRECTORIES. ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR
- DISCONNECT SWITCHES SHALL BE H.P. RATED HEAVY-DUTY, QUICK-MADE AND QUICK-BREAK ENCLOSURES, AS REQUIRED BY EXPOSURE TYPE. 24.
- 25. ALL CONNECTIONS SHALL BE MADE WITH A PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND SUCH AS "NO-OXIDE A" BY DEARBORNE CHEMICAL CO. COAT ALL WIRE SURFACES BEFORE CONNECTING. EXPOSED COPPER SURFACES, INCLUDING GROUND BARS, SHALL BE TREATED - NO SUBSTITUTIONS.
- 26. RACEWAYS: CONDUIT SHALL BE SCHEDULE 40 PVC MEETING OR EXCEEDING NEMA TC2 - 1990. CONTRACTOR SHALL PLUG AND CAP EACH END OF SPARE AND EMPTY CONDUITS AND PROVIDE TWO SEPARATE PULL STRINGS - 200 LBS TEST POLYETHYLENE CORD. ALL CONDUIT BENDS SHALL BE A MINIMUM OF 2 FT. RADIUS. RGS CONDUITS WHEN SPECIFIED, SHALL MEET UL-6 FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH THREADING RIGID CONDUIT. COAT ALL THREADS WITH 'BRITE ZINC' OR 'GOLD CALV.'
- SUPPORT OF ALL ELECTRICAL WORK SHALL BE AS REQUIRED BY NEC. CONDUCTORS: CONTRACTOR SHALL USE 98% CONDUCTIVITY COPPER WITH 28. TYPE THWN INSULATION, 800 VOLT, COLOR CODED. USE SOLID CONDUCTORS FOR WIRE UP TO AND INCLUDING NO. 8 AWG. USE STRANDED CONDUCTORS FOR WIRE ABOVE NO. 8 AWG.
- CONNECTORS FOR POWER CONDUCTORS: CONTRACTOR SHALL USE 29. PRESSURE TYPE INSULATED TWIST-ON CONNECTORS FOR NO. 10 AWG AND SMALLER. USE SOLDERLESS MECHANICAL TERMINAL LUGS FOR NO. 8 AWG AND LARGER
- SERVICES: 240/120V, SINGLE PHASE, 3 WIRE CONNECTION AVAILABLE 30. FROM UTILITY COMPANY. OWNER OR OWNERS AGENT WILL APPLY FOR

- TELEPHONE SERVICE: CONTRACTOR SHALL PROVIDE EMPTY CONDUITS 31. WITH PULL STRINGS AS INDICATED ON DRAWINGS
- 32. ELECTRICAL AND TELCO RACEWAYS TO BE BURIED A MINIMUM OF 2'
- CONTRACTOR SHALL PLACE TWO LENGTHS OF WARNING TAPE AT A 33.
- ELECTRIC" OR "BURIED TELECOMM. 34. ALL BOLTS SHALL BE STAINLESS STEEL

#### GROUNDING NOTES:

- COMPRESSION CONNECTIONS (2), 2 AWG BARE TINNED SOLID COPPER 1. CONDUCTORS TO GROUNDING BAR. ROUTE CONDUCTORS TO BURIED GROUNDING RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
- SECTION AND LABEL EACH SECTION ("P," "A," "N," "I") WITH 1' **LETTERS**
- LARGER.
- COMPOUND BEFORE MATING. NUT & WASHER SHALL BE PLACED ON THE FRONT SIDE OF THE
- 6. REQUIRED.
- BAR TO AN EXISTING TOWER. THE SUBCONTRACTOR SHALL OBTAIN APPROVAL FROM THE TOWER OWNER PRIOR TO MOUNTING THE
  - GROUNDING BAR TO THE TOWER.

- 1. 1 VERTICAL 2.
- PRESENCE OF POUNDING WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED WHEN REQUIRED, COMPACTION OF SOILS THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR THE SOIL IN ACCORDANCE WITH ASTM D1557.
- ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH PRIOR TO BACK FILLING. CLODS OR LARGE STONES OVER 2 1/2 MAX DIMENSIONS. ALL BACK FILL SHALL BE PLACED IN COMPACTED LÁYERS.
- WITH ASTM D1557

SURFACE

- NEWLY PLACED CONCRETE FOUNDATIONS SHALL CURE A MINIMUM OF 72 6. HOURS PRIOR TO BACK FILLING.
- TO ESTABLISH SPECIFIED ELEVATIONS WHERE REQUIRED. NEWLY GRADED SURFACE AREAS TO RECEIVE GRAVEL SHALL BE COVERED

DEPTH OF 12" BELOW GROUND AND DIRECTLY ABOVE ELECTRICAL AND TELCO SERVICE CONDUITS, CAUTION TAPE TO READ "CAUTION BURIED

EC SHALL USE PERMANENT MARKER TO DRAW THE LINES BETWEEN EACH

ALL HARDWARE 18-8 STAINLESS STEEL, INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING. ALL HARDWARE SHALL BE STAINLESS STEEL 3/8 INCH DIAMETER OR

FOR GROUND BOND TO STEEL ONLY: INSERT A CADMIUM FLAT WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH AN ANTI-OXIDANT

GROUNDING BAR AND BOLTED ON THE BACK SIDE. NUMBER OF GROUNDING BARS MAY VARY DEPENDING ON THE TYPE OF TOWER, ANTENNA LOCATION, AND CONNECTION ORIENTATION. PROVIDE AS

WHEN THE SCOPE OF WORK REQUIRES THE ADDITION OF A GROUNDING

ALL ELECTRICAL AND GROUNDING AT THE CELL SITE SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 780 (LATEST EDITION), AND MANUFACTURER.

#### FOUNDATION, EXCAVATION, & BACKFILL NOTES:

ALL FINAL GRADED SLOPES SHALL BE A MAXIMUM OF 3 HORIZONTAL TO

ALL EXCAVATIONS PREPARED FOR PLACEMENT OF CONCRETE SHALL BE OF UNDISTURBED SOILS, SUBSTANTIALLY HORIZONTAL, AND FREE FROM ANY LOOSE, UNSUITABLE MATERIAL OR EROZEN SOILS, AND WITHOUT THE UNDER CONCRETE PAD FOUNDATIONS SHALL NOT BE LESS THAN 95% OF

CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC OR UNSUITABLE MATERIAL. IF INADEQUATE BEARING CAPACITY IS REACHED AT THE DESIGNED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION SHALL BE FILLED WITH CONCRETE OF THE SAME TYPE SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. ANY STONE SUB BASE MATERIAL, IF USED, SHALL NOT SUBSTITUTE FOR REQUIRED THICKNESS OF CONCRETE.

BACK FILL SHALL CONSIST OF APPROVED MATERIALS SUCH AS EARTH, LOAM, SANDY CLAY, SAND AND GRAVEL, OR SOFT SHALF, FREE FROM

ALL FILL MATERIALS AND FOUNDATION BACK FILL SHALL BE PLACED IN

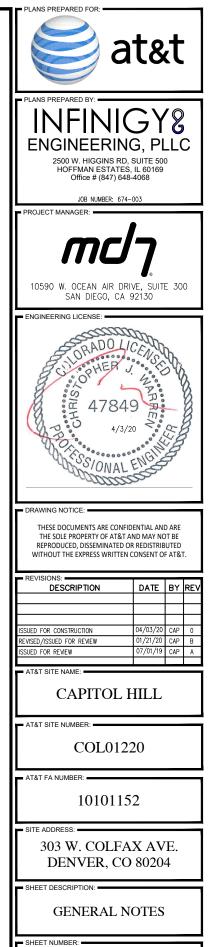
MAXIMUM 6" THICK LIFTS BEFORE COMPACTION. EACH LIFT SHALL BE WETTED IF REQUIRED AND COMPACTED TO NOT LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR SOIL IN ACCORDANCE.

FINISHED GRADING SHALL BE SLOPED TO PROVIDE POSITIVE DRAINAGE AND PREVENT STANDING WATER. THE FINAL (FINISH) ELEVATION OF SLAB FOUNDATIONS SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE CENTER FINISH GRADE OF CONCRETE PADS SHALL BE A MAXIMUM OF 4 INCHES ABOVE FINAL FINISH GRADE ELEVATIONS. PROVIDE SURFACE FILL GRAVEL

WITH GEOTEXTILE FABRIC TYPE: TYPAR-3401 AS MANUFACTURED BY "CONSTRUCTION MATERIAL 1-800-239-3841" OR AN APPROVED EQUIVALENT, SHOWN ON PLANS. THE GEOTEXTILE FABRIC SHALL BE

BLACK IN COLOR TO CONTROL THE RECURRENCE OF VEGETATIVE GROWTH AND EXTEND TO WITHIN 1 FOOT OUTSIDE THE SITE FENCING OR ELECTRICAL GROUNDING SYSTEM PERIMETER WHICHEVER IS GREATER. ALL FABRIC SHALL BE COVERED WITH A MINIMUM OF 4" DEEP COMPACTED STONE OR GRAVEL AS SPECIFIED, I.E. FDOT TYPE NO.57 FOR FENCED

COMPOUND; FDOT TYPE NO. 67 FOR ACCESS DRIVE AREA. IN ALL AREAS TO RECEIVE FILL. REMOVE ALL VEGETATION. TOPSOIL DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PLOW STRIP OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SUCH THAT FILL MATERIAL WILL BIND WITH EXISTING/PREPARED SOIL



GN-1

- WHEN SUBGRADE OR PREPARED GROUND SURFACE HAS A DENSITY LESS 10. THAN THAT REQUIRED FOR THE FILL MATERIAL, SCARIFY THE GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-CONDITION AND/OR AERATE THE SOILS AND RE-COMPACT TO THE REQUIRED DENSITY PRIOR O PLACEMENT OR FILLS
- IN AREAS WHICH EXISTING GRAVEL SURFACING IS REMOVED OR DISTURBED. DURING CONSTRUCTION OPERATIONS, REPLACE GRAVEL SURFACING TO MATCH ADJACENT GRAVEL SURFACING AND RESTORED TO THE SAME THICKNESS AND COMPACTION AS SPECIFIED. ALL RESTORED GRAVEL SURFACING SHALL BE FREE FROM CORRUGATIONS AND WAVES.
- 12. EXISTING GRAVEL SURFACING MAY BE EXCAVATED SEPARATELY AND EUSED WITH THE CONDITION THAT ANY UNFAVORABLE AMOUNTS OF ORGANIC MATTER, OR OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ANY ADDITIONAL GRAVEL RESURFACING MATERIAL AS NEEDED TO PROVIDE A FULL DEPTH COMPACTED SURFACE THROUGHOUT
- GRAVEL SUB SURFACE SHALL BE PREPARED TO REQUIRED COMPACTION AND SUBGRADE ELEVATIONS BEFORE GRAVEL SURFACING IS PLACED AND/OR RESTORED. ANY LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED AND ANY DEPRESSIONS IN THE SUBGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. GRAVEL SURFACING MATERIAL SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE.
- PROTECT EXISTING GRAVEL SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING 'MATTS' OR OTHER SUITABLE PROTECTION DESIGNED TO SPREAD EQUIPMENT LOADS AS MAY BE NECESSARY. REPAIR ANY DAMAGE TO EXISTING GRAVEL SURFACING OR SUB GRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTORS OPERATIONS
- DAMAGE TO EXISTING STRUCTURES AND/OR UTILITIES RESULTING FROM 15. CONTRACTORS NEGLIGENCE SHALL BE REPAIRED AND/OR REPLACED TO THE OWNERS SATISFACTION AT NO ADDITIONAL COST TO THE CONTRACT.
- ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES AT NO ADDITIONAL COST TO THE CONTRACT.

- ENVIRONMENTAL NOTES: 1. ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH ISSUED PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF FINES AND PROPER CLEAN UP FOR AREAS IN VIOLATION
- CONTRACTOR AND/OR DEVELOPER SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION FOR PROTECTION OF ADJACENT PROPERTIES, ROADWAYS AND WATERWAYS AND SHALL BE MAINTAINED IN PLACE THROUGH FINAL JURISDICTIONAL INSPECTION & RELEASE OF SITE
- CONTRACTOR SHALL INSTALL/CONSTRUCT ALL NECESSARY SEDIMENT/SILT CONTROL FENCING AND PROTECTIVE MEASURES WITHIN THE LIMITS OF SITE DISTURBANCE PRIOR TO CONSTRUCTION
- NO SEDIMENT SHALL BE ALLOWED TO EXIT THE PROPERTY. THE CONTRACTOR IS RESPONSIBLE FOR TAKING ADEQUATE MEASURES FOR CONTROLLING EROSION. ADDITIONAL SEDIMENT CONTROL FENCING MAY BE
- REQUIRED IN ANY AREAS SUBJECT TO EROSION. CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY INSPECTIONS AND ANY REPAIRS OF ALL SEDIMENT CONTROL MEASURES INCLUDING SEDIMENT REMOVAL AS NECESSARY.
- CLEARING OF VEGETATION AND TREE REMOVAL SHALL BE ONLY AS PERMITTED AND BE HELD TO A MINIMUM ONLY TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED.
- SEEDING AND MULCHING AND/OR SODDING OF THE SITE WILL BI ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE PROJECT FACILITIES AFFECTING LAND DISTURBANCE.
- CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STRAW BALE SEDIMENT BARRIERS, AND CHECK
- RIP RAP OF SIZES INDICATED SHALL CONSIST OF CLEAN HARD SOUND NIP RAP OF SIZES INDICATED SHALL COUSIST OF CLEAN, HALL, SOUND DURABLE, UNIFORM IN QUALITY STONE FREE OF ANY DETRIMENTAL QUANITY OF SOFT, FRIABLE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DELETERIOUS SUBSTANCES.

#### CONCRETE MASONRY NOTES:

- CONCRETE MASONRY UNITS SHALL BE MEDIUM WEIGHT UNITS CONFORMING TO ASTM C90, GRADE N-1, (F'M=1,500 PSI). MEDIUM WEIGHT (115). MORTAR SHALL BE TYPE "S" (MINIMUM 1,800 PSI AT 28 DAYS).
- GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2,000 PSI AT 28 DAYS.
- ALL CELLS CONTAINING REINFORCING STEEL OR EMBEDDED ITEMS AND ALL CELLS IN RETAINING WALLS AND WALLS BELOW GRADE SHALL BE SOLID. GROUTED.
- ALL HORIZONTAL REINFORCING STEEL SHALL BE PLACED IN BOND BEAM OR LINTEL BEAM UNITS.
- WHEN GROUTING IS STOPPED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION JOINTS SHALL BE FORMED BY STOPPING THE GROUT POUR -1/2" BELOW TOP OF THE UPPERMOST UNIT. ALL BOND BEAM BLOCK SHALL BE "DEEP CUT" UNITS
- PROVIDE INSPECTION AND CLEAN-OUT HOLES AT BASE OF VERTICAL CELLS. HAVING GROUT LIETS IN EXCESS OF 4'-0" OF HEIGHT
- ALL GROUT SHALL BE CONSOLIDATED WITH A MECHANICAL VIBRATOR CEMENT SHALL BE AS SPECIFIED FOR CONCRETE.
- REINFORCING BARS SEE NOTES UNDER "REINFORCING STEEL" FOR REQUIREMENTS

- PROVIDE ONE BAR DIAMETER (A MINIMUM OF 1/2") GROUT BETWEEN 31. MAIN REINFORCING AND MASONRY UNITS.
- LOW LIFT CONSTRUCTION, MAXIMUM GROUT POUR HEIGHT IS 4 FEET.
- 33. LIFT GROUTED CONSTRUCTION MAY BE USED IN CONFORMANCE WITH PROJECT SPECIFICATIONS AND SECTION 2104.6.1 OF CURRENT BUILDING CODF.
- 34. ALL CELLS IN CONCRETE BLOCKS SHALL BE FILLED SOLID WITH GROUT, EXCEPT AS NOTED IN THE DRAWINGS OR SPECIFICATIONS. CELLS SHALL BE IN VERTICAL ALIGNMENT, DOWELS IN FOOTINGS SHALL 35.
- BE SET TO ALIGN WITH CORES CONTAINING REINFORCING STEEL 36. REFER TO ARCHITECTURAL DRAWINGS FOR SURFACE AND HEIGHT OF
- LAYING PATTERN AND JOINT TYPE. SAND SHALL BE CLEAN, SHARP AND WELL GRADED, FREE FROM
- 37. INJURIOUS AMOUNTS OF DUST, LUMPS, SHALE, ALKAU OR ORGANIC MATERIAL
- 38. BRICK SHALL CONFORM TO ASTM C-62 AND SHALL BE GRADE MW OR BETTER

#### STRUCTURAL CONCRETE NOTES:

- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI-301-10 ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH fc'=2,500 PSI AT 28 DAYS UNLESS NOTED OTHERWISE.
- REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE
- THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS

2 IN.

- CONCRETE CAST AGAINST EARTH CONCRETE EXPOSED TO EARTH OR WEATHER:
- #6 AND LARGER
- #5 AND SMALLER & WWF 1-1/2 IN. CONCRETE NOT EXPOSED TO EARTH OR WEATHER, NOR CAST AGAINST

THE GROUND:

SLAB AND WALL	3/4 IN.
BEAMS AND COLUMNS	1-1/2 IN.

- A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF 5. CONCRETE U.N.O. IN ACCORDANCE WITH ACL 301 SECTION 4.2.4. 6.
- HOLES TO RECEIVE EXPANSION/WEDGE ANCHORS SHALL BE 1/8" LARGER IN DIAMETER THAN THE ANCHOR BOLD, DOWEL OR ROD AND SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. LOCATE AND AVOID CUTTING EXISTING REBAR WHEN DRILLING HOLES IN ELEVATED CONCRETE SLABS.
- USE AND INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER ICBO & MANUFACTURER'S WRITTEN RECOMMENDED

#### STRUCTURAL STEEL NOTES:

- ALL STEEL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AISC MANUAL OF STEEL CONSTRUCTION. STEEL SECTIONS SHALL BE IN ACCORDANCE WITH ASTM AS INDICATED BELOW: W-SHAPES: ASTM A992, 50 KSI ANGLES, BARS CHANNELS: ASTM A36, 36 KSI HSS SECTIONS: ASTM 500, 46 KSI PIPE SECTIONS: ASTM A53-E, 35 KSI
- ALL EXTERIOR EXPOSED STEEL AND HARDWARE SHALL BE HOT DIPPED GAL VANIZED
- ALL WELDING SHALL BE PERFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION." PAINTED SURFACES SHALL BE TOUCHED UP
- BOLTED CONNECTIONS SHALL BE ASTM A325 BEARING TYPE 3/4" Ø CONNECTIONS AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE
- NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" Ø ASTM A307 BOLTS UNLESS NOTED OTHERWISE
- 6 FIELD MODIFICATIONS ARE TO BE COATED WITH ZINC ENRICHED PAINT

#### SITE WORK & DRAINAGE:

#### PART 1 - GENERAL

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

1.1 REFERENCES

- DOT (STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR WAY CONSTRUCTION - CURRENT EDITION)
- ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS)
- OSHA (OCCUPATION SAFETY AND HEALTH ADMINISTRATION)
- 1.2 INSPECTION AND TESTING
- FIELD TESTING OF EARTHWORK COMPACTION AND CONCRETE CYLINDERS ALL WORK SHALL BE INSPECTED AND RELEASED BY THE GENERAL CONTRACTOR WHO SHALL CARRY OUT THE GENERAL INSPECTION OF THE WORK WITH SPECIFIC CONCERN TO PROPER PERFORMANCE OF THE WORK AS SPECIFIED AND/OR CALLED FOR ON THE DRAWINGS. IT IS THE
- SUBCONTRACTOR'S RESPONSIBILITY TO REQUEST TIMELY INSPECTIONS PRIOR TO PROCEEDING WITH FURTHER WORK THAT WOULD MAKE PARTS OF WORK INACCESSIBLE OR DIFFICULT TO INSPECT

- 1.3 SITE MAINTENANCE AND PROTECTION
- PROVIDE ALL NECESSARY JOB SITE MAINTENANCE FROM COMMENCEMENT Α.
- OF WORK UNTIL COMPLETION OF THE SUBCONTRACT. AVOID DAMAGE TO THE SITE AND TO EXISTING FACILITIES, STRUCTURES, TREES, AND SHRUBS DESIGNATED TO REMAIN. TAKE PROTECTIVE MEASURES TO PREVENT EXISTING FACILITIES THAT ARE NOT DESIGNATED FOR REMOVAL FROM BEING DAMAGED BY THE WORK
- KEEP SITE FREE OF ALL PONDING WATER.
- PROVIDE EROSION CONTROL MEASURES IN ACCORDANCE WITH STATE DOT AND FPA REQUIREMENTS. E. PROVIDE AND MAINTAIN ALL TEMPORARY FENCING, BARRICADES,
- WARNING SIGNALS AND SIMILAR DEVICES NECESSARY TO PROTECT AGAINST THEFT FROM PROPERTY DURING THE ENTIRE PERIOD OF CONSTRUCTION. REMOVE ALL SUCH DEVICES UPON COMPLETION OF THE WORK.
- E. EXISTING UTILITIES: DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED BY THE OWNER OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY THE ENGINEER, AND THEN ONLY AFTER ACCEPTABLE TEMPORARY UTILITY SERVICES HAVE BEEN PROVIDED

PROVIDE A MINIMUM 48-HOUR NOTICE TO THE ENGINEER AND RECEIVE WRITTEN NOTICE TO PROCEED BEFORE INTERRUPTING ANY UTILITY SERVICE.

#### PART 2 - PRODUCTS

- SUITABLE BACKFILL: ASTM D2321 (CLASS I, II, III, OR IVA) FREE FROM FROZEN LUMPS, REFUSE, STONES OR ROCKS LARGER THAN 3 INCHES IN 2.1 ANY DIMENSION OR OTHER MATERIAL THAT MAY MAKE THE INORGANIC MATERIAL UNSUITABLE FOR BACKFILL
- NON-POROUS GRANULAR EMBANKMENT AND BACKFILL: ASTM D2321 (CLASS III, IVA OR IVB) COARSE AGGREGATE. FREE FROM FROZEN LUMPS, REFUSE, STONES, OR ROCKS LARGER THAN 3 INCHES IN ANY DIMENSION OR OTHER MATERIAL THAT MAY MAKE THE INORGANIC MATERIAL UNSUITABLE FOR BACKFILL.
- 2.3 POROUS GRANULAR EMBANKMENT AND BACKFILL: ASTM D2321 (CLASS IA, IB, OR II) COARSE AGGREGATE FREE FROM FROZEN LUMPS, REFUSE, STONES, OR ROCKS LARGER THAN 3 INCHES IN ANY DIMENSION OR OTHER MATERIAL THAT MAY MAKE THE INORGANIC MATERIAL UNSUITABLE FOR BACKFILL.
- 2.4 SELECT STRUCTURAL FILL: GRANULAR FILL MATERIAL MEETING THE REQUIREMENTS OF ASTM E850-95. FOR USE AROUND AND UNDER STRUCTURES WHERE STRUCTURAL FILL MATERIAL ARE REQUIRED.
- GRANULAR BEDDING AND TRENCH BACKFILL: WELL-GRADED SAND 2.5 MEETING THE GRADATION REQUIREMENTS OF ASTM D2487 (SE OR SW-SM).
- 2.6 COARSE AGGREGATE FOR ACCESS ROAD SUB BASE COURSE SHALL CONFORM TO ASTM D2940. UNSUITABLE MATERIAL: AND MODERATELY PLASTIC SILTS AND CLAYS
- 2.7 (LL>45). MATERIAL CONTAINING REFUSE, FROZEN LUMPS, DEMOLISHED BITUMINOUS MATERIAL, VEGETATIVE MATTER, WOOD, STONES IN EXCESS OF 3 INCHES IN ANY DIMENSION AND DEBRIS AS DETERMINED BY THE CONSTRUCTION MANAGER. TYPICAL THESE WILL BE SOILS CLASSIFIED BY ASTM AS PT. MH. CH. OH. ML. AND OL
- GEOTEXTILE FABRIC: MIRAFI 500X OR APPROVED EQUAL
- 29 PLASTIC MARKING TAPE: SHALL BE ACID AND ALKALI RESISTANT POLYETHYLENE FILM SPECIFICALLY MANUFACTURED FOR MARKING AND LOCATING UNDERGROUND UTILITIES, 6 INCHES WIDE WITH A MINIMUM THICKNESS OF 0.004 INCH. TAPE SHALL HAVE MINIMUM STRENGTH OF 1500 PSI IN BOTH DIRECTIONS AND MANUFACTURED WITH INTEGRAL CONDUCTORS, FOIL BACKING OR OTHER MEANS TO ENABLE DETECTION BY A METAL DETECTOR WHEN BURIED UP TO 3 FEET DEEP. THE METALLIC CORE OF THE TAPE SHALL BE ENCASED IN A PROTECTIVE JACKET OR PROVIDED WITH OTHER MEANS TO PROTECT IT FROM CORROSION. TAPE COLOR SHALL BE RED FOR ELECTRIC UTILITIES AND ORANGE FOR TELECOMMUNICATION UTILITIES

#### PART 2 - EXECUTION

- BEFORE STARTING GENERAL SITE PREPARATION ACTIVITIES. INSTALL Α EROSION AND SEDIMENT CONTROL MEASURES. THE WORK AREA SHALL BE CONSTRUCTED AND MAINTAINED IN SUCH A CONDITION THAT IN THE EVENT OF RAIN THE SITE WILL BE DRAINED AT ANY TIME.
- BEFORE ALL SURVEY, LAYOUT, STAKING, AND MARKING, ESTABLISH AND MAINTAIN ALL LINES, GRADES, ELEVATIONS AND BENCHMARKS NEEDED FOR EXECUTION OF THE WORK. CLEAR AND GRUB THE AREA WITHIN THE LIMITS OF THE SITE. REMOVE
- С TREES, BRUSH, STUMPS, RUBBISH AND OTHER DEBRIS AND VECETATION RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE SITE AREA TO BE CLEARED.
- REMOVE THE FOLLOWING MATERIALS TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE ORIGINAL GROUND SURFACE: ROOTS, STUMPS, AND OTHER DEBRIS, BRUSH, AND REFUSE EMBEDDED IN OR PROTRUDING THROUGH THE GROUND SURFACE, RAKE, DISK OR PLOW THE AREA TO A DEPTH OF NO LESS THAN 6 INCHES, AND REMOVE TO A DEPTH OF 12 INCHES ALL ROOTS AND OTHER DEBRIS THEREBY EXPOSED.
- REMOVE TOPSOIL MATERIAL COMPLETELY FROM THE SURFACE UNTIL THE SOIL NO LONGER MEETS THE DEFINITION OF TOPSOIL. AVOID MIXING TOPSOIL WITH SUBSOIL OR OTHER UNDESIRABLE MATERIALS
- 3 EXCEPT WHERE EXCAVATION TO GREATER DEPTH IS INDICATED. FILL DEPRESSIONS RESULTING FROM CLEARING, GRUBBING, AND DEMOLITION WORK COMPLETELY WITH SUITABLE FILL
- REMOVE FROM THE SITE AND DISPOSE IN AN AUTHORIZED LANDFILL ALL DEBRIS RESULTING FROM CLEARING AND GRUBBING OPERATIONS BURNING WILL NOT BE PERMITTED.

- PRIOR TO EXCAVATING. THOROUGHLY EXAMINE THE AREA TO BE Ε. INDICATED ON THE DRAWINGS AND TO ASCERTAIN THE EXISTENCE AND LOCATION OF ANY STRUCTURE, UNDERGROUND STRUCTURE, OR OTHER ITEM NOT SHOWN THAT MIGHT INTERFERE WITH THE PROPOSED CONSTRUCTION. NOTIFY THE CONSTRUCTION MANAGER OF ANY OBSTRUCTIONS THAT WILL PREVENT ACCOMPLISHMENT OF THE WORK AS INDICATED ON THE DRAWINGS.
- BACKFILL. ALL EXCESS EXCAVATED AND UNSUITABLE MATERIALS SHALL BE DISPOSED OF OFF-SITE IN A LEGAL MANNER.

#### 3.2 BACKFILL:

- AS SOON AS PRACTICAL, AFTER COMPLETING CONSTRUCTION OF THE Α. EXCAVATION WITH APPROVED MATERIAL TO RESTORE THE REQUIRED FINISHED GRADE.
- REMOVED AND THE EXCAVATION CLEANED OF ALL TRASH, DEBRIS, AND UNSUITABLE MATERIALS.
- SELECT GRANULAR BACKFILL MATERIAL WHEN REQUIRED IN UNIFORM LOOSE DEPTH AND COMPACTED.
- NOT BE PLACED UNTIL THE SPECIFICATION REQUIREMENTS ARE MET UNLESS OTHERWISE AUTHORIZED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL TAKE WHATEVER APPROPRIATE ACTION IS NECESSARY, SUCH AS DISKING AND DRYING, ADDING WATER, OR INCREASING THE COMPACTIVE EFFORT TO MEET THE MINIMUM COMPACTION REQUIREMENTS
- E. TEST. ASTM D 698.

3.3 TRENCH EXCAVATION

3.4 TRENCH BACKFILL:

BACKFILLING.

CONDUITS

TEST. ASTM D 698

3.5 FINISH GRADING:

D.

E.

D.

- UTILITY TRENCHES SHALL BE EXCAVATED TO THE LINES AND GRADES A. SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE GENERAL CONTRACTOR. PROVIDE SHORING, SHEETING AND BRACING AS REQUIRED TO PREVENT CAVING OR SLOUGHING OF THE TRENCH WALLS. EXTEND THE TRENCH WIDTH A MINIMUM OF 6 INCHES BEYOND THE
- OUTSIDE EDGE OF THE OUTERMOST CONDUIT. WHEN SOFT YIELDING, OR OTHERWISE UNSTABLE SOIL CONDITIONS ARE C. ENCOUNTERED, BACKFILL AT THE REQUIRED TRENCH TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE REQUIRED TRENCH TO A DEPTH OF NO WITH GRANULAR BEDDING MATERIAL

EXCAVATED AND/OR TRENCHED TO VERIFY THE LOCATIONS OF FEATURES

SEPARATE AND STOCK PILE AL EXCAVATED MATERIALS SUITABLE FOR

RELATED STRUCTURE, INCLUDING EXPIRATION OF THE SPECIFIED MINIMUM CURING PERIOD FOR CAST-IN-PLACE CONCRETE, BACKFILL THE

PRIOR TO PLACING BACKFILL AROUND STRUCTURES, ALL FORMS SHALL BE

BACKFILL BY PLACING AND COMPACTING SUITABLE BACKFILL MATERIAL OR HORIZONTAL LAYERS OF NO GREATER THAN 8-INCHES LOOSE THICKNESS AND COMPACTED. WHERE HAND OPERATED COMPACTORS ARE USED, THE FILL MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 4 INCHES IN

WHENEVER THE DENSITY TESTING INDICATES THAT THE CONTRACTOR HAS NOT OBTAINED THE SPECIFIED DENSITY. THE SUCCEEDING LAYER SHALL

THOROUGHLY COMPACT EACH LAYER OF BACKFILL TO A MINIMUM 95% OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR

PROVIDE GRANULAR BEDDING MATERIAL IN ACCORDANCE WITH THE DRAWINGS AND THE UTILITY REQUIREMENTS. NOTIFY THE GENERAL CONTRACTOR 24 HOURS IN ADVANCE OF

CONDUCT UTILITY CHECK TESTS BEFORE BACKFILLING. BACKFILL AND COMPACT TRENCH BEFORE ACCEPTANCE TESTING. PLACE GRANULAR TRENCH BACKFILL UNIFORMLY ON BOTH SIDES OF THE CONDUITS IN 6-INCH UNCOMPACTED LIFTS UNTIL 12 INCHES OVER THE CONDUITS. SOLIDLY RAM AND TAMP BACKFILL INTO SPACE AROUND

PROTECT CONDUIT FROM LATERAL MOVEMENT, IMPACT DAMAGE, OR

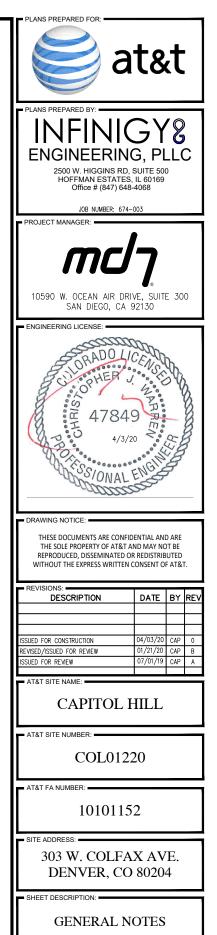
UNBALANCED LOADING. ABOVE THE CONDUIT EMBEDMENT ZONE, PLACE AND COMPACT SATISFACTORY BACKFILL MATERIAL IN 8-INCH MAXIMUM LOOSE THICKNESS LIFTS TO RESTORE THE REQUIRED FINISHED SURFACE GRADE. COMPACT FINAL TRENCH BACKFILL TO A DENSITY EQUAL TO OR GREATER THAN THAT OF THE EXISTING UNDISTURBED MATERIAL IMMEDIATELY ADJACENT TO THE TRENCH BUT NO LESS THAN A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR

PERFORM ALL GRADING TO PROVIDE POSITIVE DRAINAGE AWAY FROM STRUCTURES AND SMOOTH, EVEN SURFACE DRAINAGE OF THE ENTIRE AREA WITHIN THE LIMITS OF CONSTRUCTION. GRADING SHALL BE COMPATIBLE WITH ALL SURROUNDING TOPOGRAPHY AND STRUCTURES

UTILIZE SATISFACTORY FILL MATERIAL RESULTING FROM THE EXCAVATION WORK IN THE CONSTRUCTION OF FILLS, EMBANKMENTS AND FOR REPLACEMENT OF REMOVED UNSUITABLE MATERIALS.

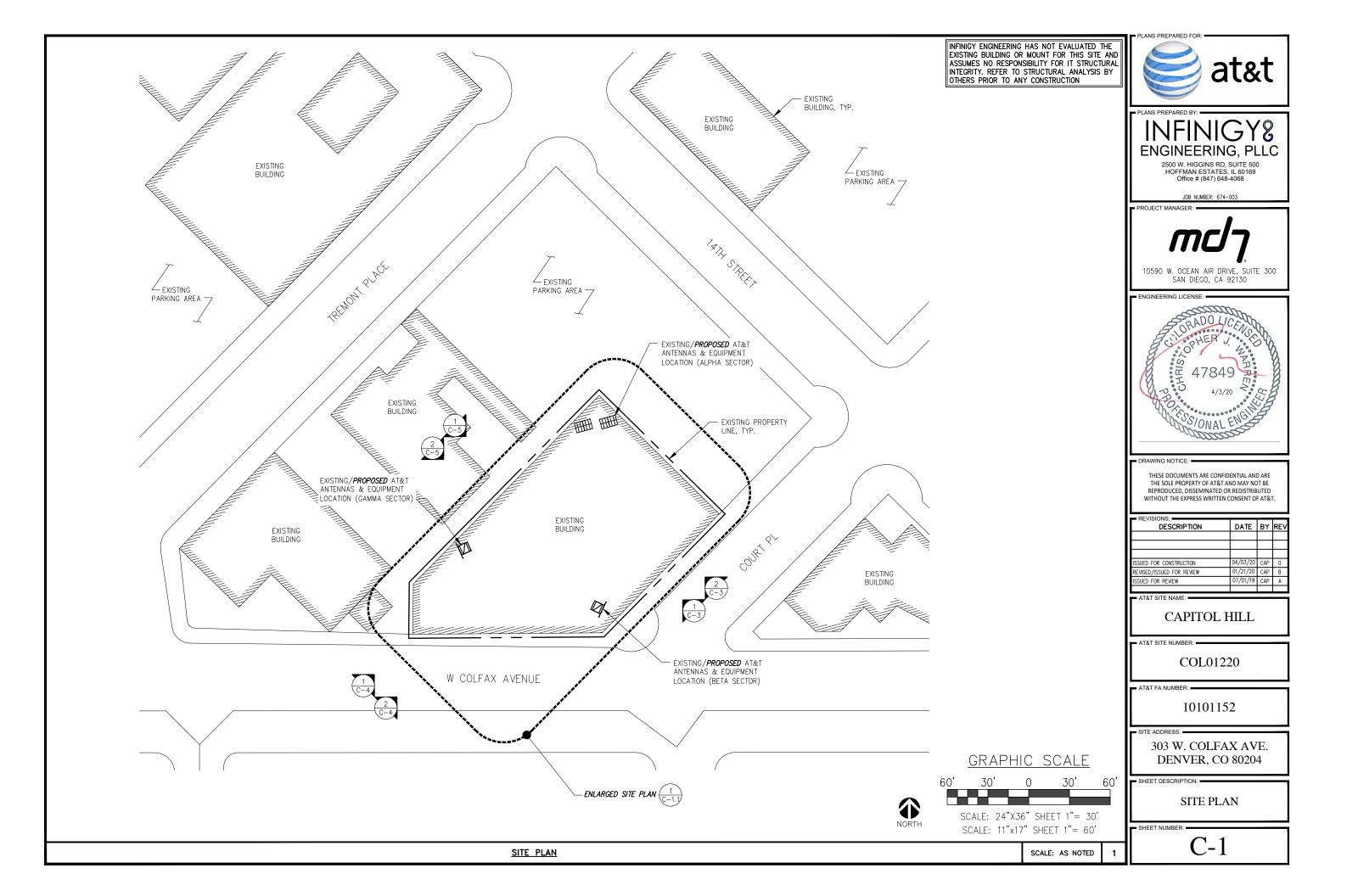
ACHIEVE FINISHED GRADE BY PLACING A MINIMUM OF 4 INCHES OF 1/2" -3/'4" CRUSHED STONE ON TOP SOIL STABILIZER FABRIC.

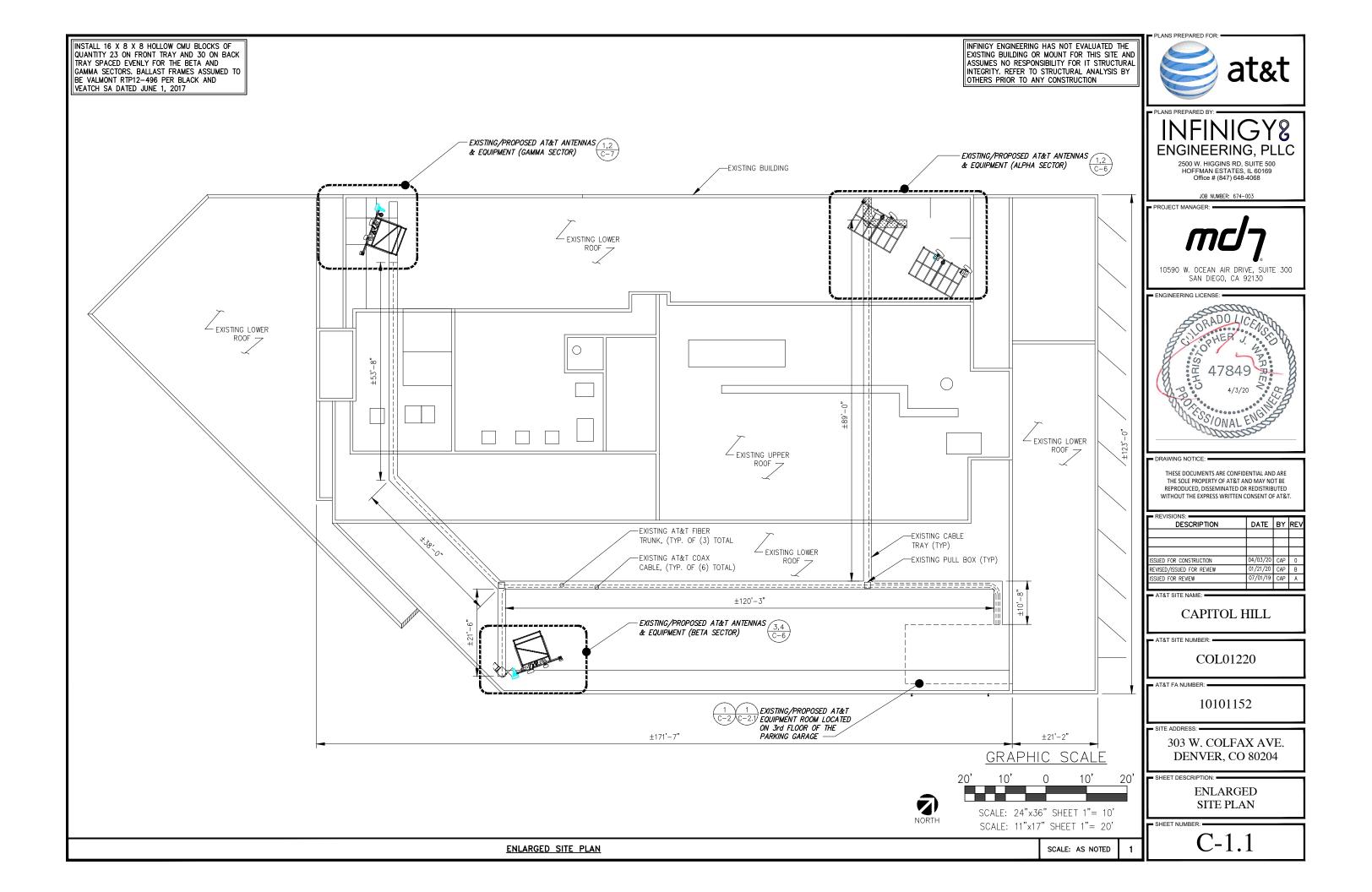
RÉPAIR ALL ACCESS ROADS AND SURROUNDING AREAS USED DURING THE COURSE OF THIS WORK TO THEIR ORIGINAL CONDITION

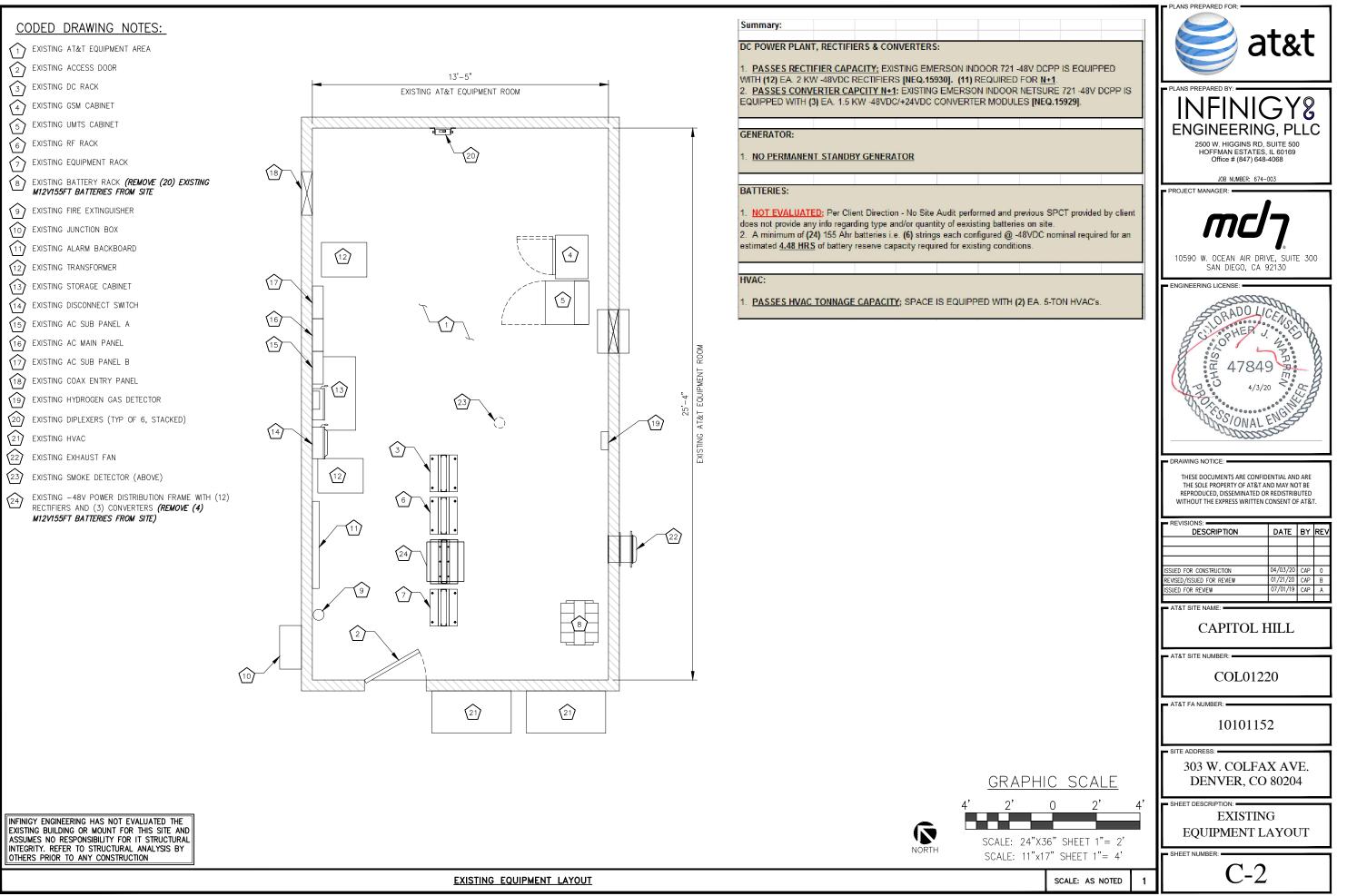


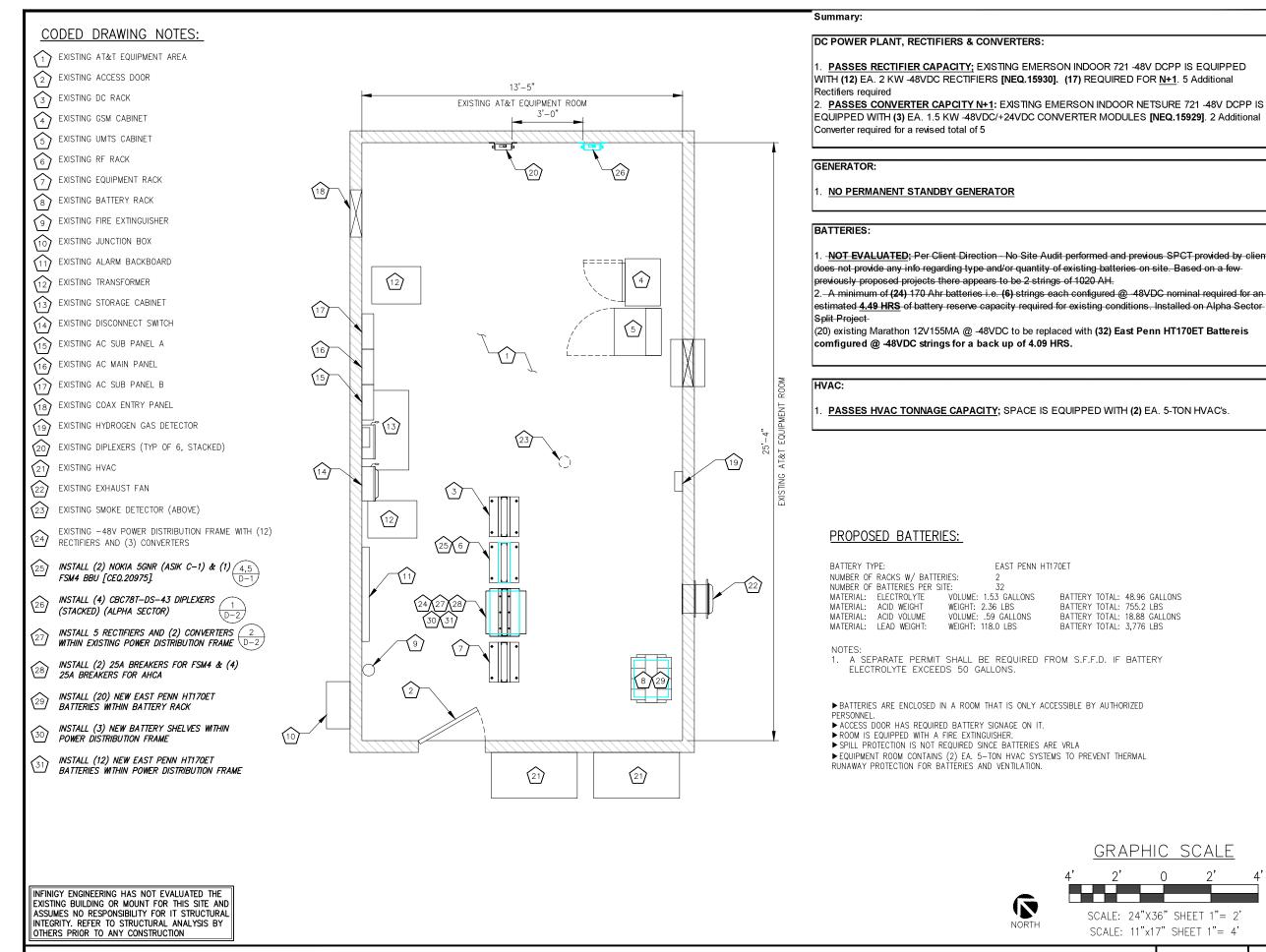
SHEET NUMBER

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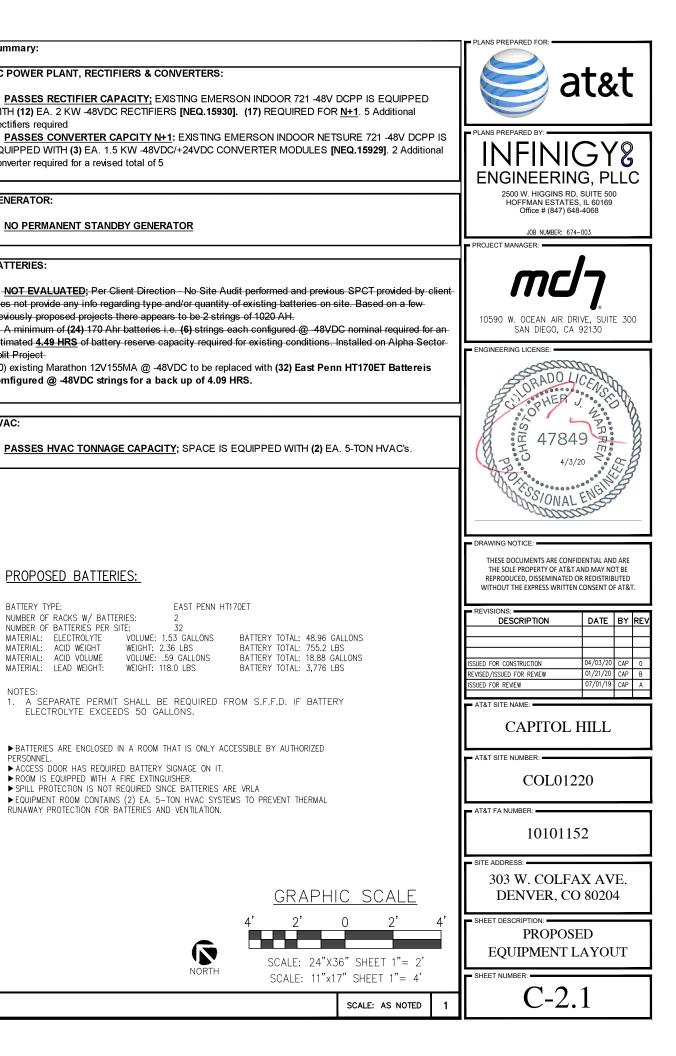








PROPOSED EQUIPMENT LAYOUT



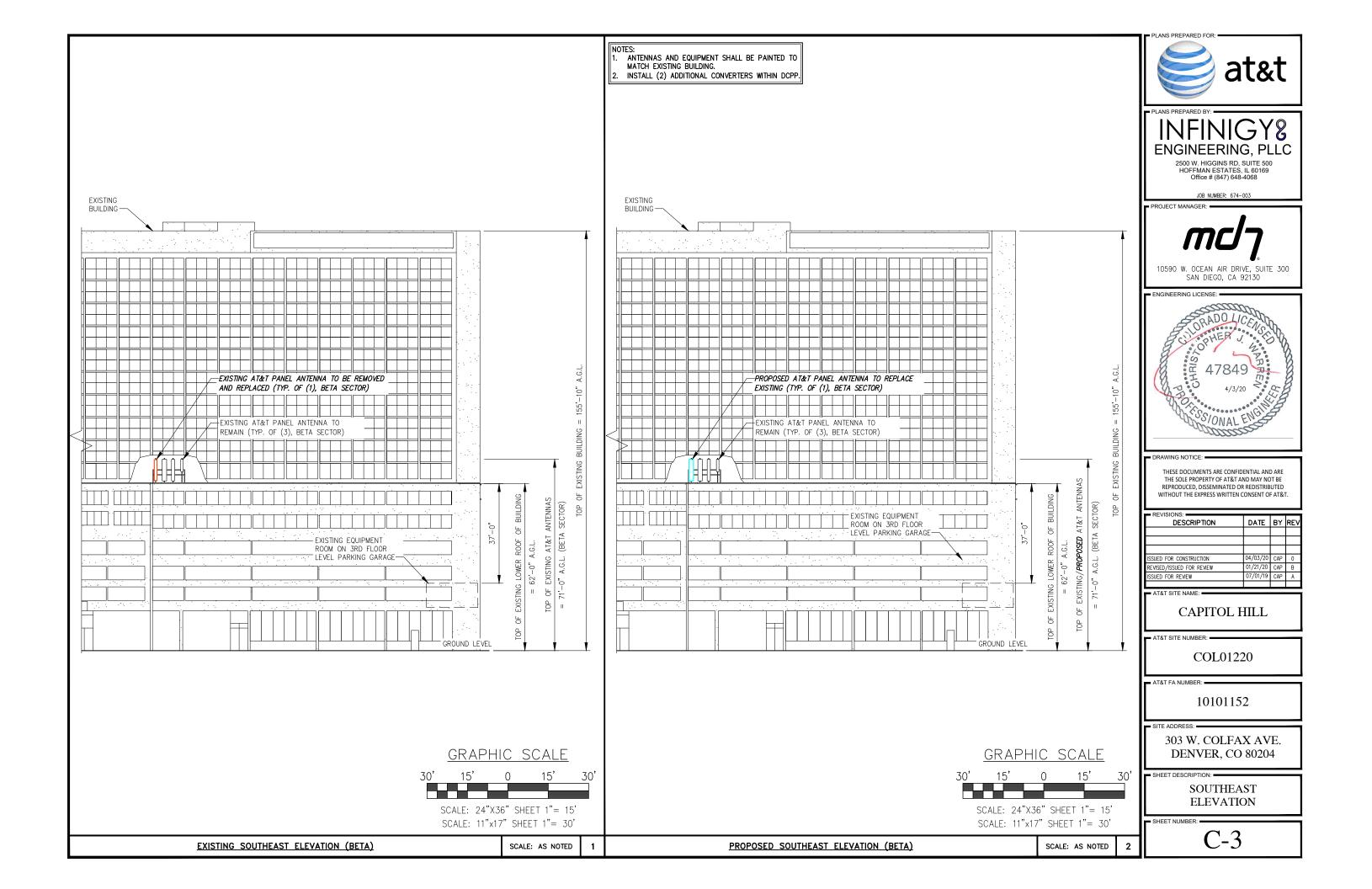
EAST PENN HT170ET

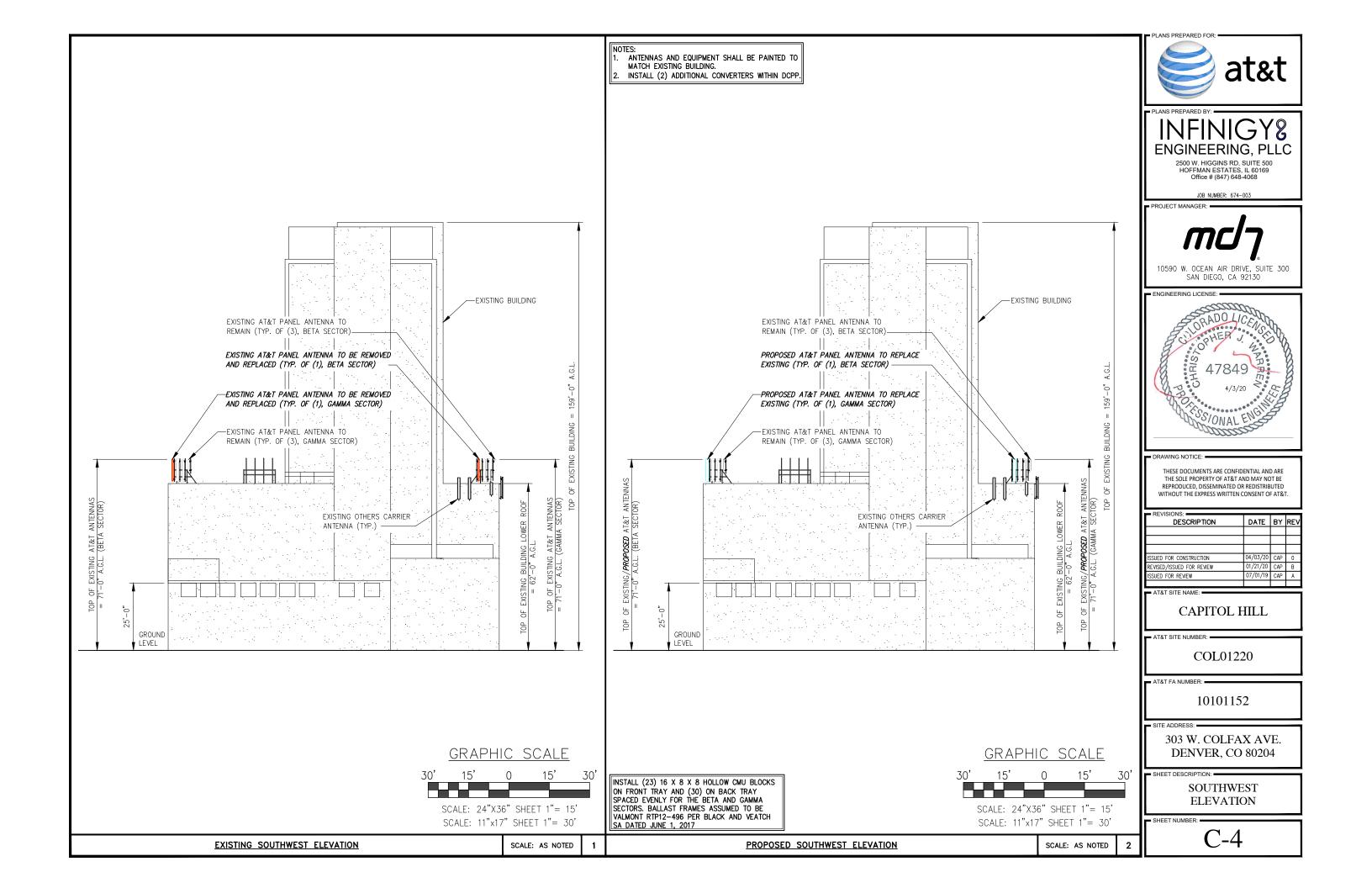
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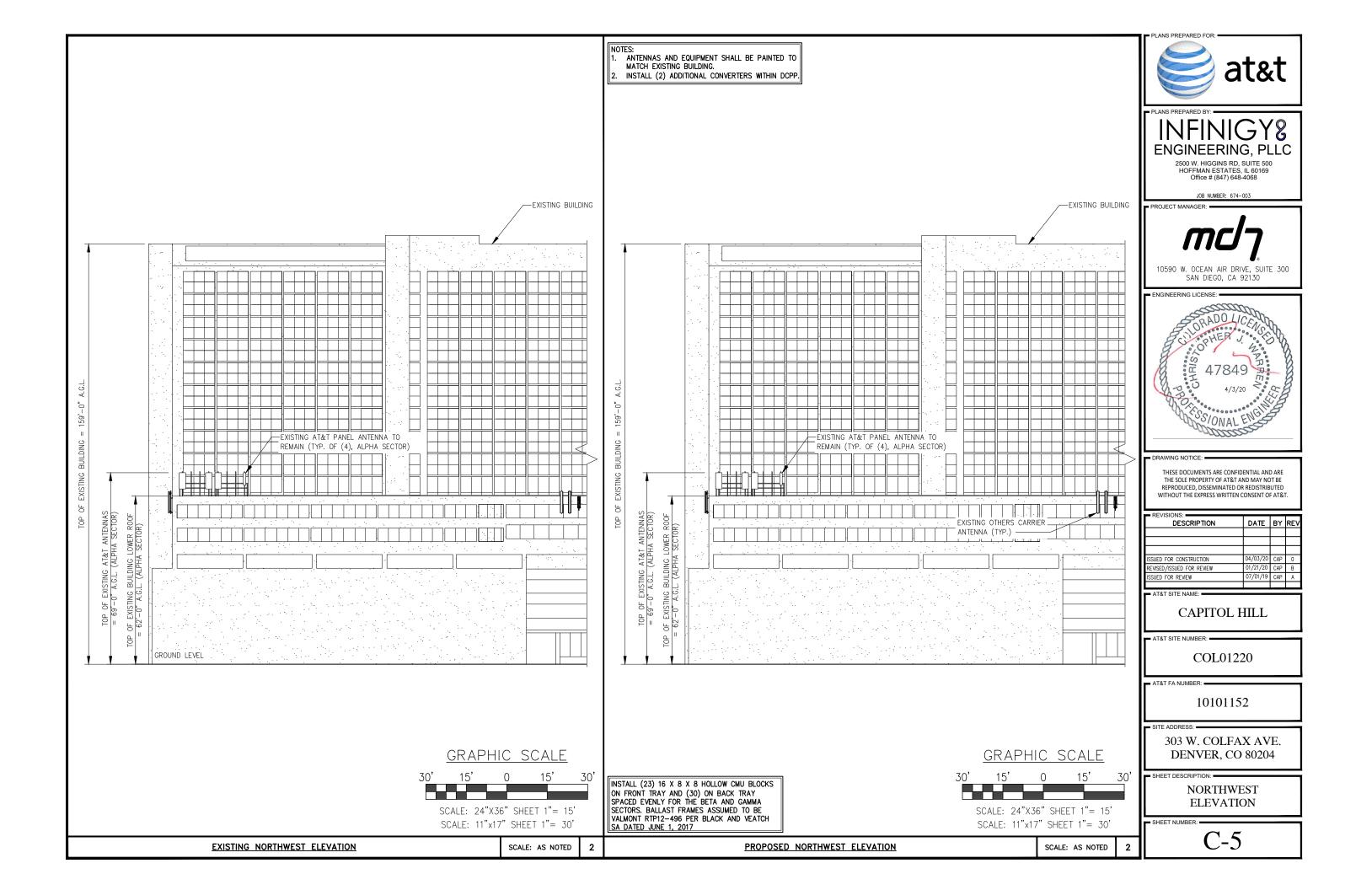
NORTH

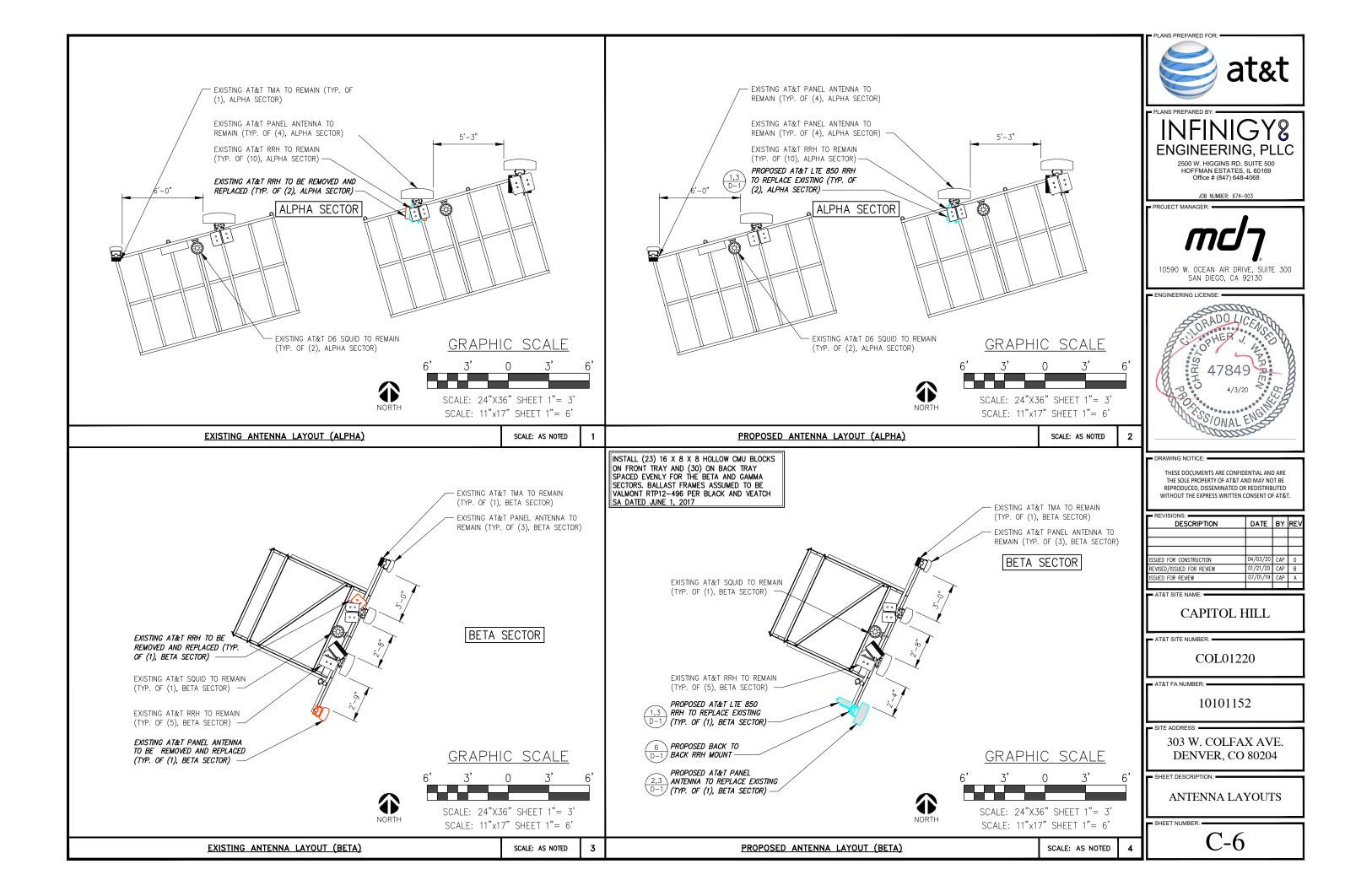
EQUIPMENT RACK	NO SCALE	POWER DISTRIBUTION FRAME	NO SCALE 2	EXISTING RF RACK
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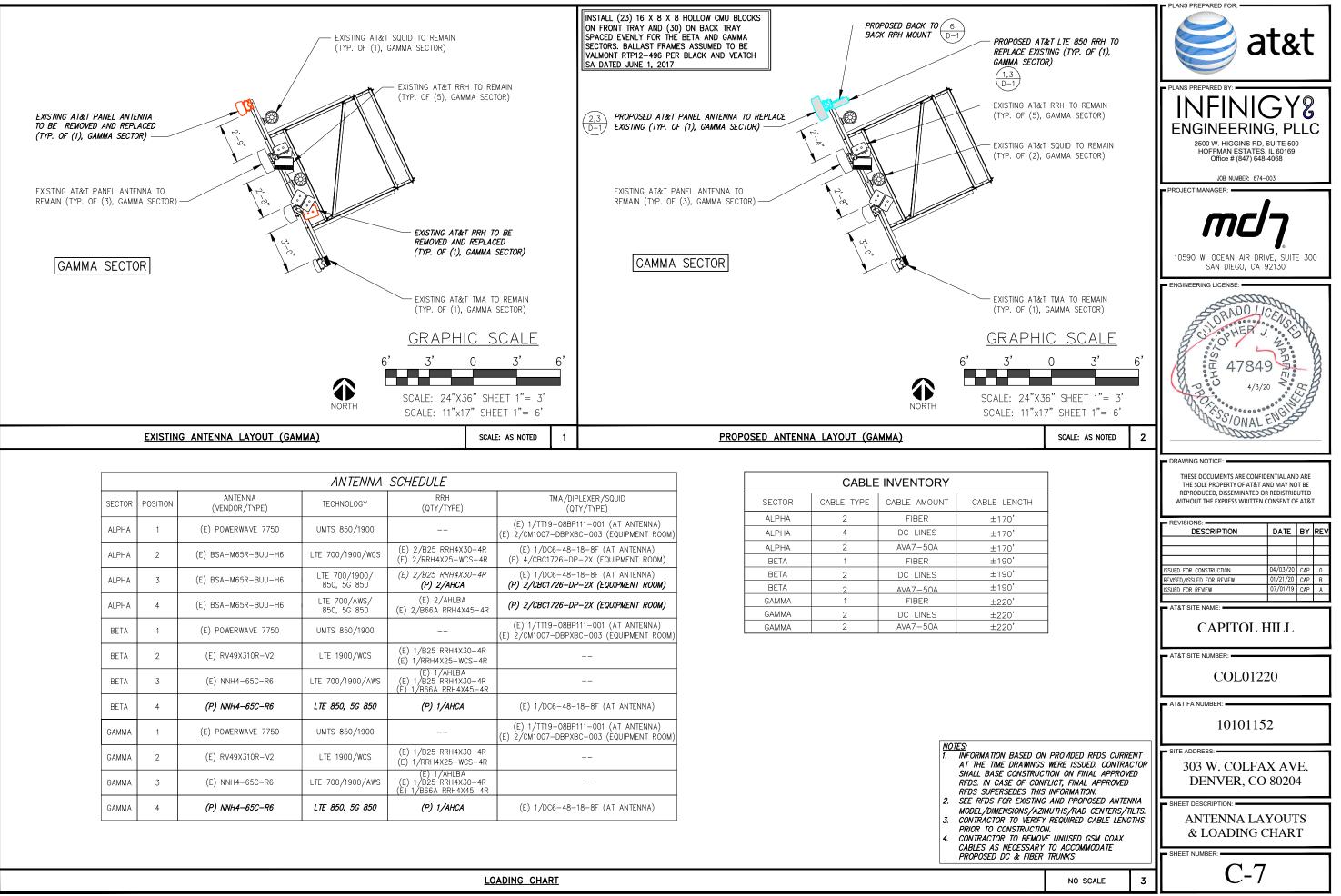
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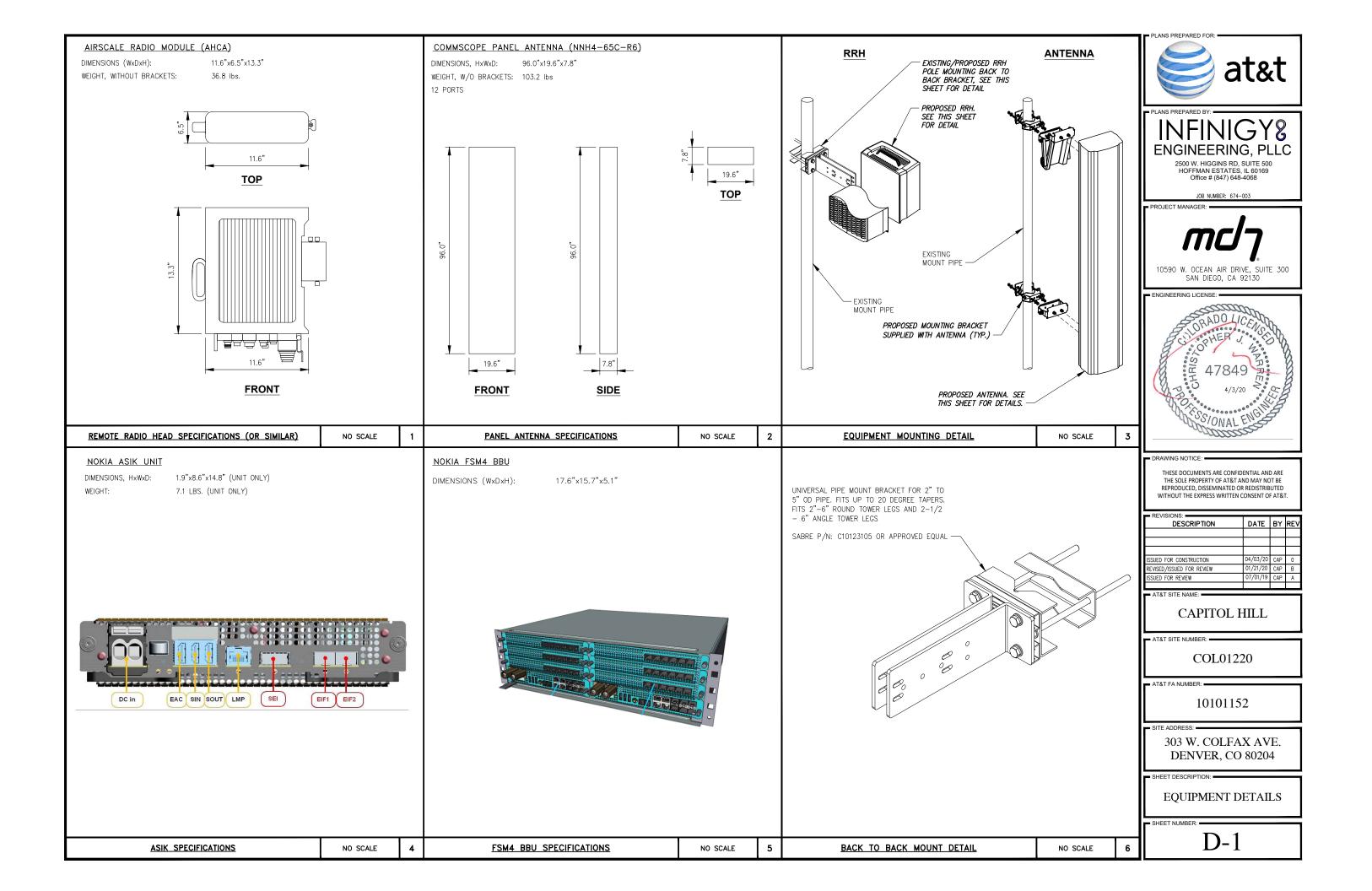




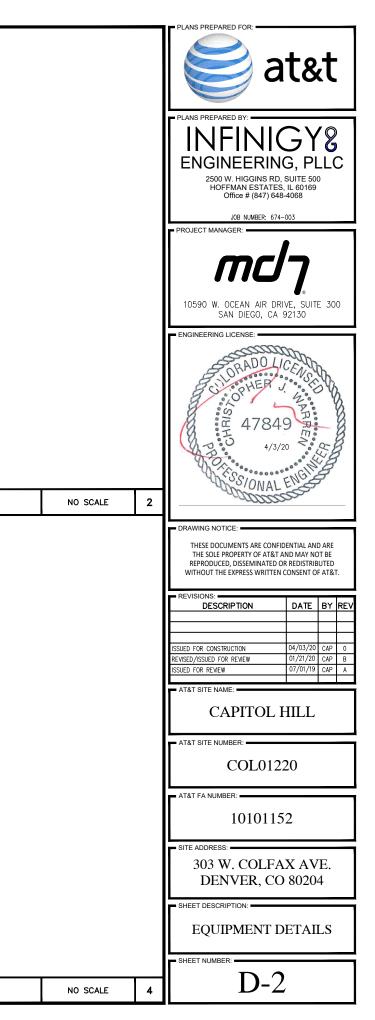
	ANTENNA SCHEDULE								
SECTOR	POSITION	ANTENNA (VENDOR/TYPE)	TECHNOLOGY	RRH (QTY/TYPE)	TMA/DIPLEXER/SQUID (QTY/TYPE)				
ALPHA	1	(E) POWERWAVE 7750	UMTS 850/1900		(E) 1/TT19-08BP111-001 (AT ANTENNA) (E) 2/CM1007-DBPXBC-003 (EQUIPMENT ROOM				
ALPHA	2	(E) BSA-M65R-BUU-H6	LTE 700/1900/WCS	(E) 2/B25 RRH4X30-4R (E) 2/RRH4X25-WCS-4R	(E) 1/DC6-48-18-8F (AT ANTENNA) (E) 4/CBC1726-DP-2X (EQUIPMENT ROOM)				
ALPHA	3	(E) BSA-M65R-BUU-H6	LTE 700/1900/ 850, 5G 850	(E) 2/B25 RRH4X30–4R <b>(P) 2/AHCA</b>	(E) 1/DC6-48-18-8F (AT ANTENNA) (P) 2/CBC1726-DP-2X (EQUIPMENT ROOM)				
ALPHA	4	(E) BSA-M65R-BUU-H6	LTE 700/AWS/ 850, 5G 850	(E) 2/AHLBA (E) 2/B66A RRH4X45–4R	(P) 2/CBC1726-DP-2X (EQUIPMENT ROOM)				
BETA	1	(E) POWERWAVE 7750	UMTS 850/1900		(E) 1/TT19-08BP111-001 (AT ANTENNA) (E) 2/CM1007-DBPXBC-003 (EQUIPMENT ROOM				
BETA	2	(E) RV49X310R-V2	LTE 1900/WCS	(E) 1/B25 RRH4X30-4R (E) 1/RRH4X25-WCS-4R					
BETA	3	(E) NNH4-65C-R6	LTE 700/1900/AWS	(E) 1/AHLBA (E) 1/B25 RRH4X30–4R (E) 1/B66A RRH4X45–4R					
BETA	4	(P) NNH4–65C–R6	LTE 850, 5G 850	(P) 1/AHCA	(E) 1/DC6-48-18-8F (AT ANTENNA)				
GAMMA	1	(E) POWERWAVE 7750	UMTS 850/1900		(E) 1/TT19-08BP111-001 (AT ANTENNA) (E) 2/CM1007-DBPXBC-003 (EQUIPMENT ROOM				
GAMMA	2	(E) RV49X310R-V2	LTE 1900/WCS	(E) 1/B25 RRH4X30-4R (E) 1/RRH4X25-WCS-4R					
GAMMA	3	(E) NNH4-65C-R6	LTE 700/1900/AWS	(E) 1/AHLBA (E) 1/B25 RRH4X30–4R (E) 1/B66A RRH4X45–4R					
GAMMA	4	(P) NNH4–65C–R6	LTE 850, 5G 850	(P) 1/AHCA	(E) 1/DC6-48-18-8F (AT ANTENNA)				

	CABLE INVENTORY							
SECTOR	CABLE TYPE	CABLE AMOUNT	CABLE LENG					
ALPHA	2	FIBER	±170'					
ALPHA	4	DC LINES	±170'					
ALPHA	2	AVA7-50A	±170'					
BETA	1	FIBER	±190'					
BETA	2	DC LINES	±190'					
BETA	2	AVA7-50A	±190'					
GAMMA	1	FIBER	±220'					
GAMMA	2	DC LINES	±220'					
GAMMA	2	AVA7-50A	±220'					

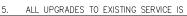
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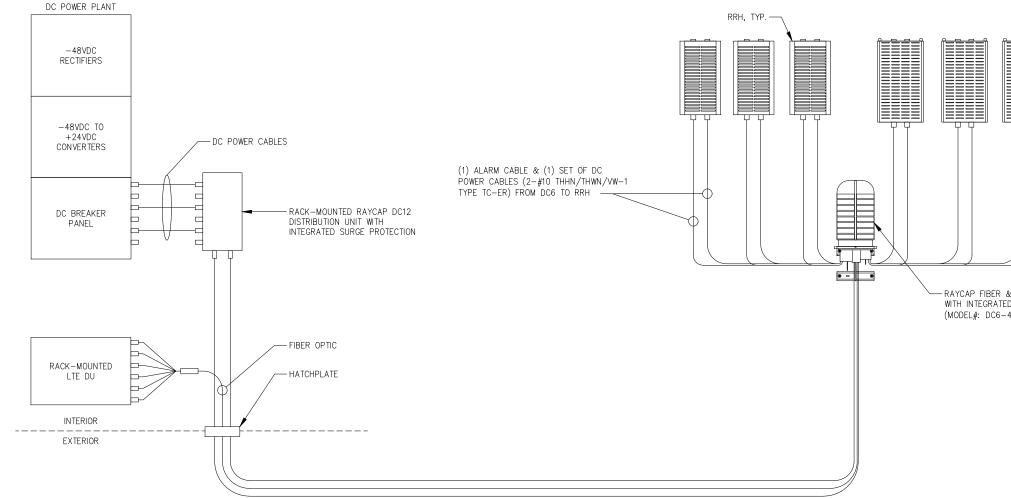


COMMSCOPE         CBC78T-DS-43-2X           DIMENSIONS, HxWxD:         6.4"x6.9"x4.8"           WEIGHT:         10.4 LBS           6.9"	4.8"			
				RECTIFIER SPECIFICATIONS NOT AVAILABLE UPON ISSUANCE OF THESE PLANS CONVERTER SPECIFICATIONS NOT AVAILABLE UPON ISSUANCE OF THESE PLANS
FRONT	SIDE			
DIPLEXERS SPECIFICATION		NO SCALE	1	RECTIFIER & CONVERTER SPECIFICATIONS

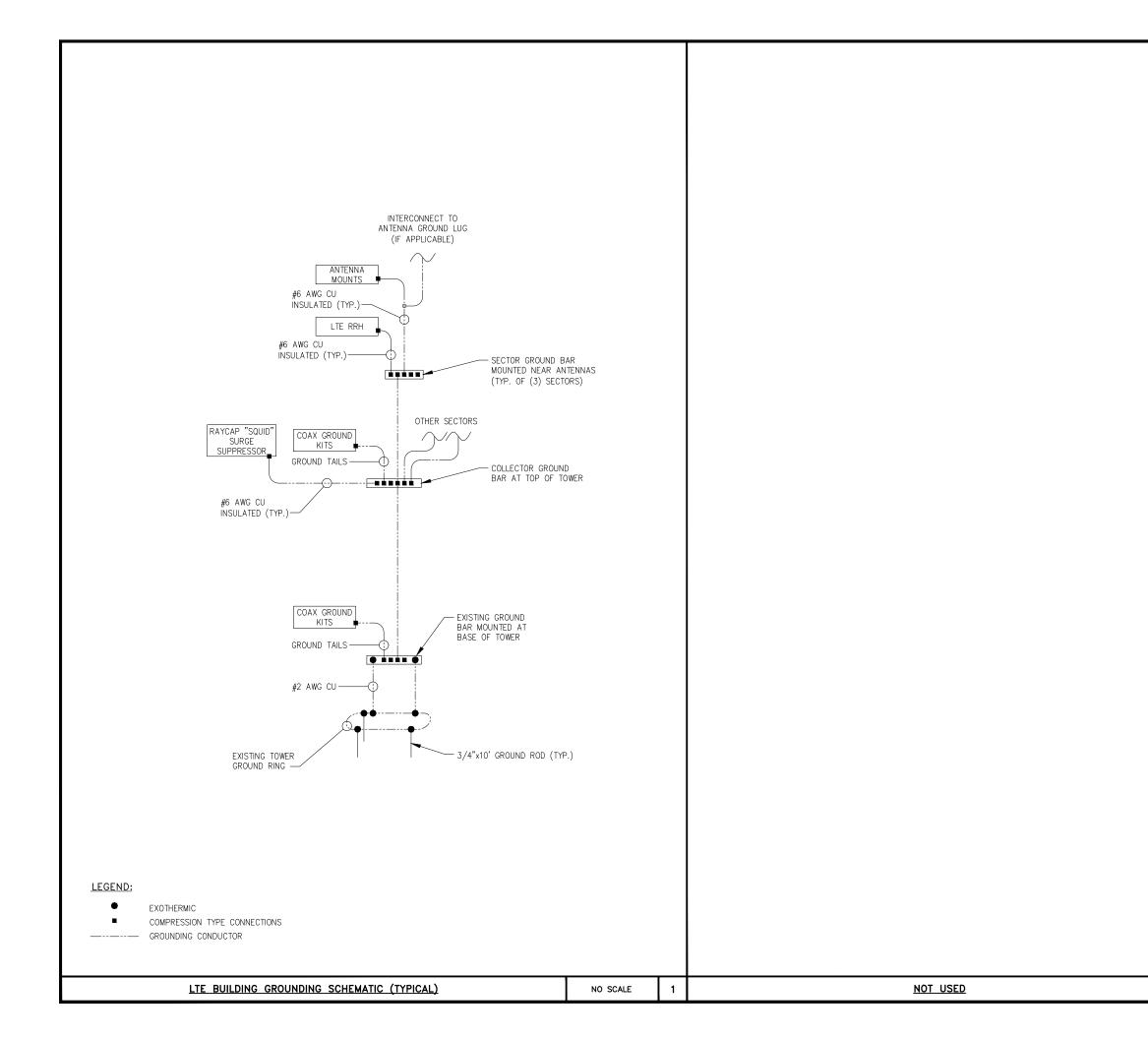


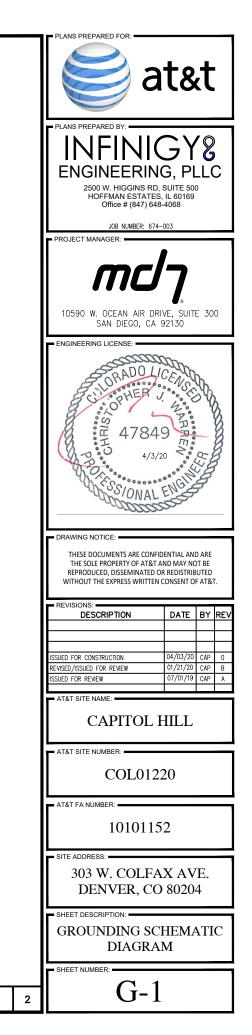
# NOTE: 1. DC POWER WIRING SHALL BE COLOR CODI +24V AND -48V CONDUCTORS. RED MAR BLUE MARKINGS SHALL IDENTIFY -48V. R 2. NON-LTE DC POWER WIRING SIZE 14AWG DC POWER WIRING 8AWG AND LARGER SH 3. LTE POWER WIRING SHALL BE IN ACCORD 4. DC ELECTRICAL LOAD DEMAND FOR PROP PRIOR AC LOAD CALCULATIONS.

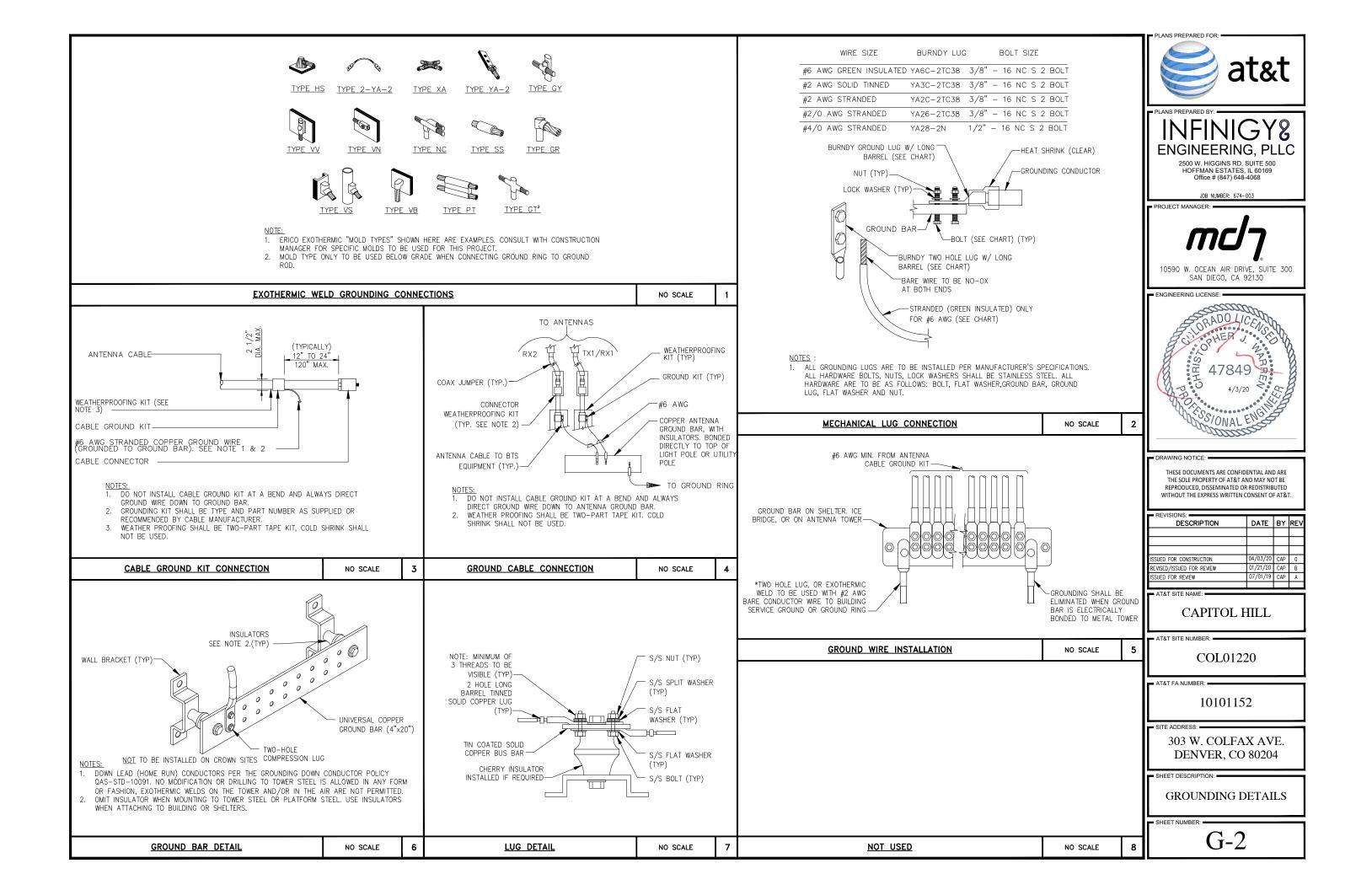




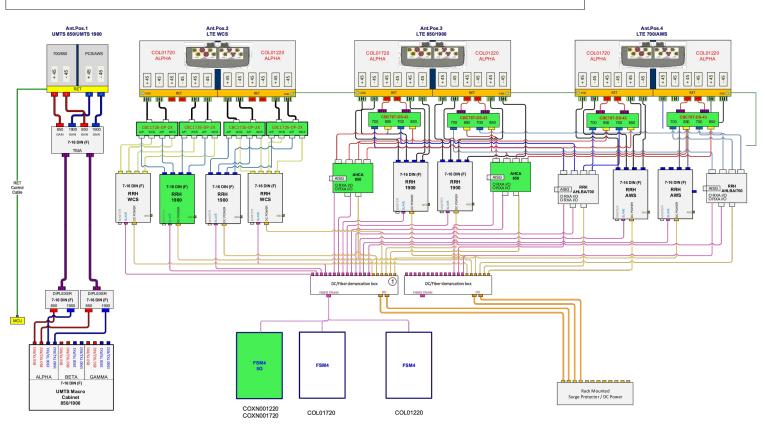
			PLANS PREPARED FOR	R:
RKINGS S REFER T 5 TO 10A	EACH END FOR IDENTIF' SHALL IDENTIFY +24V / O ATT-002-290-701. WG SHALL BE TELCOFL	AND		at&t
	TELCOFLEX IV.		PLANS PREPARED BY:	
	ITH ATT-002-290-531		IINFIN	NIGY8
POSED A	DDITIONS WERE INCLUD	ED IN	ENGINE	ERING, PLLC
RESPON	SIBILITY OF THE OWNER	a.	2500 W. HIG	GINS RD, SUITE 500
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			JOB NU	IMBER: 674-003
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			THE SOLE PROPERT REPRODUCED, DISSE	ARE CONFIDENTIAL AND ARE ( OF AT&T AND MAY NOT BE MINATED OR REDISTRIBUTED S WRITTEN CONSENT OF AT&T.
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			ISSUED FOR REVIEW	07/01/19 CAP A
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			CAPI	TOL HILL
			AT&T SITE NUMBER: -	L01220
			AT&T FA NUMBER:	
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			DENVE	OLFAX AVE. R, CO 80204
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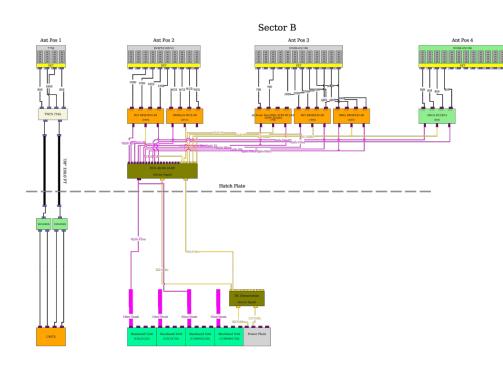


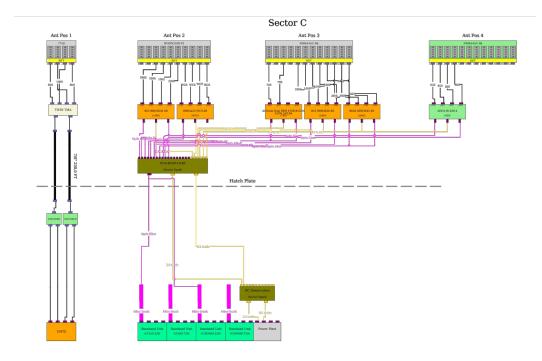


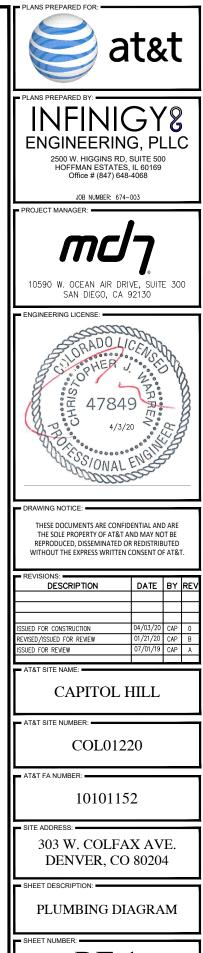












**RF-1** 

# INFINIGY8

FROM ZERO TO INFINIGY the solutions are endless

1033 WATERVLIET SHAKER RD, ALBANY, NY 12205

#### October 21, 2019

#### **Hailee Perucci**

MD7, LLC 10590 West Ocean Air Dr., Suite 300 San Diego, CA 92130

#### **AT&T Rooftop Mount**

in the moontop mound	•
Site Number:	COL01220
AT&T Site Name:	CAPITOL HILL
FA Site Number:	10101152
PACE ID:	MRUTH034369
Infinigy Job Number:	4078-А0001-В
Site Address:	303 West Colfax Ave., Denver, CO 80204
Building Code:	2015 IBC
Design Standard:	ANSI/TIA-222-G / ASCE 7-10
Result:	Contingent Pass
	Install 16 x 8 x 8 hollow CMU blocks of quantity 23 on front tray and 30 on back tray
Notes:	spaced evenly for the beta and gamma sectors. Ballast frames assumed to be Valmont
	RTP12-496 per Black and Veatch SA dated June 1, 2017.

Dear Mrs. Perucci:

At your request, Infinigy Engineering, PLLC has reviewed the existing AT&T equipment supports at the above referenced site for adequacy to support the existing and proposed loads for the referenced project. This evaluation is based on a review of the information from the Construction Drawings (dated 07/01/2019), Structural Analysis (dated 06/01/2017) provided by Black & Veatch, AT&T RFDS with updated loading (dated 04/01/2019), and Structural Analysis (dated 07/31/2018) provided by Black & Veatch.

This evaluation assumes that all structural members are in good condition, have not been altered from Reports referenced above, and have been installed per the manufacturer's requirements. Prior to installation of any new appurtenances, the contractor shall inspect the condition of all relevant members and connections and shall tighten all connections. The contractor is responsible for the means and methods of construction and shall notify Infinigy Engineering, PLLC immediately if any field conditions differ from those listed above.

Should there be any questions, please do not hesitate to contact us at (518) 690-0790.

Sincerely,

John S. Stevens, P.E. CEO / Principal 518-060-0790 jstevens@infinigy.com CO PE License No. 42534

STE 1 leven 42534 10 21 2019 <sup>S/</sup>ONAL 20000000

#### Exhibit B — City's Minimum Technical Standards

Note: Some standards may not apply to your facility due to frequency of operation or type of service.

#### 1.0 General

#### 1.1 <u>Posting of Information</u>. The following information shall be posted on or near your cabinet:

Copy of FCC license (if applicable) Equipment Identification Card with the following information:

Transmit and receive frequencies (or frequency bands in case of wireless operators) Type of service Authorized output power & ERP Antenna model number Transmission line model number and type Name of licensee Contact information for responsible person (name, phone, email)

Unidentified equipment shall be considered unauthorized and may be red tagged and removed after 30 days.

1.2 <u>Installations at City Fire Stations</u>. The City may require that the Tenant (Licensee) upgrade City radio equipment to ensure interference-free coexistence. Specifically, there is a problem with installing an isolator on the existing 900 MHz Alligator Model 1888 MAS transceiver used at most City fire stations. The isolator must be installed only on the transmit line, but the transceiver uses a duplexed (switched) output whereby both the transmitter and the receiver share the same antenna line. Similarly, separate cavity filters are required for the receiver and transmitter, but it is not possible to install both on a single duplexed line. For this reason, the City usually directs that the Alligator Model 1888 be replaced with a Model 1800 Master unit with separate transmit and receive antenna ports. A duplexer cavity filter should be used to combine transmit and receive into the existing antenna. Contact the City's Technical Representative for recommended vendors for these components.

1.3 <u>Changes</u>. Notify the City's Technical Representative immediately of any changes to frequencies, antennas or other equipment configuration. Obtain City's approval prior to making those changes as required by the Lease (License). Approved changes shall be shown on an updated Equipment ID Card.

#### 2.0 Mobile Wireless Services

2.1 <u>Land Mobile Radio Filter and Isolator Requirements</u>. For land mobile radio (LMR), as a minimum, each transmitter shall employ a dual stage isolator followed by a single cavity

bandpass filter. All transmitters shall have built-in or external harmonic (low pass) filters. The low pass filter must be a true low pass filter, not a notch filter tuned to just one or two harmonic frequencies. Harmonic rejection shall be at least 60 dB at the second harmonic and at least 50 dB at the third harmonic. The following minimum isolator and bandpass cavity filter specifications apply:

<u>30-50 MHz</u> Isolators - None required. TX cavity - minimum of 20 dB rejection at + 0.5 MHz

<u>72-76 MHz</u> Isolators - Minimum of 25 dB TX cavity - minimum of 20 dB rejection at + 0.5 MHz

<u>138-174, 216-222 MHz</u> Dual Stage Isolators - minimum of 60 dB TX cavity - minimum of 20 dB rejection at + 1.5 MHz

<u>406-512 MHz</u> Dual Stage Isolators - minimum of 60 dB TX cavity - minimum of 20 dB rejection at + 3.5 MHz

<u>698-941 MHz (excluding airphone)</u> Dual Stage Isolators - minimum of 60 dB Tx cavity - minimum of 20 dB rejection at + 6 MHz

<u>Explanation</u>. The bandpass filter and lowpass filter must follow the isolator because ferrite isolators are nonlinear and can create harmonics. Please note that most bandpass cavity filters will pass odd harmonics of the tuned frequency, so an external lowpass filter following the isolator is also required. Transmitter combiners will be considered on a case-by-case basis. Please provide all combiner technical information to the City's Technical Representative.

#### 2.2 Airphone (849-851 MHz transmit, 894-896 MHz receive)

Transmitter out-of-band emissions shall not cause harmful interference to cellular base station receivers (824-849 MHz). Tenant (Licensee) shall submit plans, including bandpass filter response curves, to the City's Technical Representative for approval prior to installation. Tenant (Licensee) shall install adequate receiver bandpass filtering to preclude receiver desensitization or receiver intermodulation caused indirectly by cellular base stations on the site.

2.3 <u>LMR Duplexers</u>. Notch duplexers are not adequate. The duplexer must also have a bandpass characteristic to ensure other transmit signals do not enter the transmitter or over drive the receiver This is especially important for VHF repeaters which are vulnerable to FM broadcast signals and other closely-spaced VHF transmitters.

2.4 Personal Wireless Services. These services include, but are not limited to the 698-806, 806-

869, 1710-1755, 1850-2000, 2110-2155, 2500-2600 MHz bands (excluding 700 and 800 MHz public safety bands). Because the wireless provider is assumed to have exclusive use of a band of frequencies, out-of-band emissions are expected to be attenuated significantly by the manufacturer's standard combiners, duplexers and cross-band couplers. Ferrite isolators may not be required. Submit your plans to the City's Technical Representative for approval.

2.5 <u>Unlicensed Band (License-Free) Radios</u>. Unlicensed band radios and shared-band services, including, but not limited to those operating in the 902-928 MHz, 2.4-2.4835 GHz, 3.5 GHz, 4.9 GHz (public safety only) and 5 GHz bands are not allowed unless specifically authorized in the Tenant's (Licensee's) Lease (License). When authorized, Tenant (Licensee) shall not change operating frequencies without first getting approval from City. License-free radios are notorious for their poor quality in a harsh RF environment and specific make, model and technical specifications must be provided to the City's Technical Representative for approval. Additional protective devices, shielded CAT 6 cable and shielded NEMA cases may be required before such devices can be installed on the tower.

2.6 <u>Receivers</u>. The site may have relatively high radio frequency (RF) levels in all mobile radio bands. Your receiver amplifier must be robust to work in this environment. Ensure the receiver has good intermodulation (IM) rejection and high 1 dB compression point. If interference is encountered and we find the receiver is not performing up to the standards exhibited by state-of-the-art equipment, the City may require receiver improvements or upgrades before requiring changes to other tenant (licensee) equipment or configurations. This requirement applies to both new and existing tenants (licensee).

Filters are required for mobile radio receivers. Single receivers must employ a minimum of a single 7" diameter (or equivalent) cavity bandpass filter with a rejection curve corresponding to 1 dB insertion loss or better. Additional filter isolation may be required in special cases. Receiver multicouplers must use a bandpass filter (preselector) prior to the multicoupler amplifier.

2.7 <u>Antennas</u>. Select antennas designed to minimize passive intermodulation generation. Note that antennas that pass intermodulation tests at the factory may not provide good intermodulation rejection after years of exposure to heat, cold, vibration from wind, and humidity. Only new antennas are allowed for new installations. Select antennas specifically designed to reject intermodulation over the life of the antenna. Unless the antenna is a duplex configuration, transmit and receive antennas should be separated vertically on the tower. If the tower is owned by the City, the City will designate antenna locations. Antennas must be DC grounded to the tower for lightning protection.

2.8 <u>Transmission Lines</u>. Coaxial cable should be grounded at the top and the bottom of the run with an Andrew ground kit or equivalent. Ensure that ground conductors run straight down with no sharp bends because bends will increase the impedance of the grounding conductor. We also require that the line be marked so we can identify it later. We suggest bands of colored electrical tape at the bottom, middle and top of the run (similar to a resistor color code). Install a Huber-Suhner (or equivalent) coaxial surge arrestor at the bulkhead. All exterior transmission lines must be solid outer conductors. If possible, receive and transmit lines should be separated by at

least one foot from cabinet to antenna.

2.9 <u>Connectors</u>. Connectors are often sources of RF leakage and passive intermodulation. UHF connectors (PL259) are not allowed on connections external to the radio cabinet. Type "N" connectors are allowed below 512 MHz. 7/16 DIN connectors should be used at 698 MHz and above and are required above 1.7 GHz. Connectors using dissimilar metal contacts or ferrous materials (e.g., nickel plating) are not allowed. The preferred connector uses a silver plated body with gold plated inner conductor. Brass bodies and silver or brass inner conductors are also allowed.

2.10 <u>Additional Protective Devices May Be Required</u>. The specifications above are minimum requirements. Additional protective devices may be required based upon evaluation of the following information:

Theoretical TX mixes, particularly second and third order Antenna location and type Combiner/multicoupler configurations Transmitter specifications **Receiver specifications** Historical problems Transmitter to transmitter isolation Transmitter to antenna isolation Transmitter to receiver isolation Calculated and measured level of IM products Transmitter output power Transmitter ERP Spectrum analyzer measurements VSWR measurements Existing cavity selectivity Antenna to antenna proximity

#### 3.0 FM & IBOC Broadcast (Part 73, ERP > 1 kW)

3.1 <u>FM Broadcast Transmitters</u>. FM and IBOC Broadcast transmitters will be either combined with other stations into a common antenna or stand-alone. If combined, the combiner design shall be approved by the City's Technical Representative. If stand-alone, the transmitter shall employ a bandpass cavity filter with the following minimum performance specifications:

3.1.1. <u>Rejection</u>. The bandpass filter shall provide the following minimum rejection for Class C, C0 and C1 stations:

From Center +/- Minimum Rejection 800 kHz 22 dB 1 MHz 28 dB 1.2 MHz 32 dB 1.4 MHz 38 dB 1.6 MHz 43 dB

Note that four cavities are required to meet this specification. Class C2 and C3 stations may use three-cavity filters. These filter requirements also apply to stations with FM & IBOC combined outputs. A stand alone IBOC transmitter and antenna shall comply with the following requirements: IBOC ERP greater than 5,000 Watts: 4 cavity filter (see rejection above), IBOC ERP less than or equal to 5,000 Watts: 3 cavity filter.

3.1.2 <u>Gain Flatness</u>. +/-0.5 dB from +/-200 kHz from center frequency.

3.1.3. <u>Group Delay Flatness</u>. No greater than +/- 150 nanoseconds (symmetrical) in +/- 200 kHz (I.e., minimum to maximum delay difference shall be no greater than 300 nanoseconds in the band  $f_c$  - 200 kHz to  $f_c$  + 200 kHz.

3.1.4. <u>VSWR</u>. No greater than 1.1:1 in +/- 200 kHz (assuming filter is terminated in perfect 50 ohm load).

3.1.5. Insertion Loss. No greater than 0.3 dB in +/- 200 kHz.

The transmitter should comply with current FCC rules regarding out-of-band emissions at transmitter output (before the bandpass cavity filter). The external filter is required to provide further rejection of out-of-band emissions to ensure electromagnetic compatibility with other users on the site.

3.2 <u>FM Broadcast Antennas</u>. FM Broadcast antennas mounted below 250' AGL (center of radiation) shall employ short element spacing to reduce downward radiation and ensure compliance with CFR 47, Parts 1.1307-1.1310. This requirement does not apply to stations that employ a single element antenna. Examples of short element spacing are a 6 bay antenna with half-wavelength spacing or an 8 bay antenna with 3/4 wavelength spacing. Submit a plot of predicted power density versus distance at ground level for City's Technical Representative approval.

#### 4.0 Full-Power Television

4.1 Full-power television transmitters shall include band pass and low pass filters.

4.2 For television transmitters, measured out-of-band emissions (including harmonics) greater than 3 MHz from the respective channel edge shall be more than 80 dB below the measured power over the entire channel. Both measurements shall use a 6 MHz measurement bandwidth.

#### 5.0 Low Power Television (analog and digital)

5.1 Low Power Television (LPTV) transmitters and television translators must have low pass filters that attenuate all harmonics and spurious products at least 80 dB below the power

measured at the carrier frequency. To facilitate measurements of spurious products, each LPTV and translator transmitter shall have installed a line section and appropriate directional coupler element. For routine use, the line section may employ a standard DC element and be connected to a wattmeter capable of measuring forward and reflected power. In addition, the Tenant (Licensee) shall own or have access to an RF load capable of dissipating the full power of the transmitter for troubleshooting purposes.

#### 6.0 Grounding, Bonding and Shielding

6.1 <u>Shielding</u>. RF interference can get directly into the electronics of a receiver or transmitter. Cabinet shielding must be in place and maintained to the manufacturer's specifications. Do not leave cabinet doors open because open cabinet doors defeat the shielding.

6.2 <u>Grounding</u>. Equipment grounding and bonding should be accomplished in accordance with Mil Std 188-124, Military Handbook 419 and Motorola R56. Contact the City's Technical Representative for guidance on grounding and bonding at your particular facility.

#### 7.0 Site Work

7.1 <u>Tower Work Insurance and Experience Requirements</u>. All tower riggers or installers of antennas, transmission lines, cabinets, wiring or similar hardware or apparatus must meet the minimum basic requirements of the City. These will include, but not be limited to, the following:

• The rigging company must have a current Certificate of Insurance on file with the City. The certificate will include, but not be limited to the following:

- 1. General Comprehensive & Liability: \$5,000,000
- 2. Vehicle Liability: \$1,000,000
- 3. Workman's Compensation Insurance (By Statute)

• Demonstrated experience on similar tower types and similar work activity on similar towers within the past two years with a list of at least two recent clients or professional references with actual knowledge of experience and necessary qualifications, or in lieu thereof; previous working relationship with the City and known by the City's personnel.

City reserves the right, at its sole discretion, to reject the use of any person or tower rigging company on City-owned towers or properties.

7.2 <u>Work Standards</u>. The installation of any and all materials on the tower and in the accompanying shelter must be pre-authorized and approved by the City's Technical Representative. The following guidelines will be strictly enforced:

7.2.1 Equipment or cabinets mounted on platforms will be constructed of galvanized or stainless steel and will be securely attached to the tower members or platforms with J-bolts, U-

bolts or similar clamping devices which do not penetrate tower members or any part of the galvanized coating. All mounting hardware must be hot-dipped galvanized or stainless steel (NOT PLATED). All mounting nuts, bolts, washers or similar must be Grade 5 or better.

7.2.2 Antennas and the mounting thereof must be approved in advance of installation. Data in reference to antenna type, weight, wind loading, gain, bandwidth and mounting details must be provided to the City's Technical Representative and may not be modified or replaced without expressed written permission of City. Installation of antennas on City-owned towers may require a new structural study at the Tenant (Licensee)'s expense.

7.2.3 Transmission lines and hardware must be approved in advance of installation by the City's Technical Representative and must be specified as to manufacturer, size and type and shown on the City's New Tenant Questionnaire. All the mounting hardware must be of appropriate type and design to support the transmission lines with strain-reliefs installed at the manufacturer's recommended intervals. Under no circumstances will stainless steel automotive-type hose clamps be used to secure transmission lines or cables to tower members. Where not previously designated, all lines will be positioned on the tower to minimize wind loading and provide a minimum of obstruction to climbing or removal/replacement of other lines. Each line will be mounted independently of other lines on the tower. Cable trays, waveguide entrances, tower ladders, elevator rails and other similar members are to be kept clear of all cables on the tower. Stainless steel lashing ties are acceptable for use on the tower but are not to be used as strain reliefs.

7.2.4 Antenna jumper cables or cables to/from crossband couplers or similar devices on the tower will be kept to minimum required lengths and will be made of solid shield outer conductor cables with outer jackets capable of withstanding severe weather and ultraviolet rays. All such cable types must be pre-approved by the City.

#### 7.2.5 UNDER NO CIRCUMSTANCES -

- will welding or drilling of tower members be allowed;
- will modifications to the tower, bridge, building entrance fittings or similar be permitted;
- will transmission line splices (a pair of connectors at other than the top or bottom of the run on the tower) be permitted except by prior approval or necessitated by damage only repairable by splicing;
- will any tampering, retuning, rerouting or other modifications be permitted to equipment owned by City or other tenants.

7.2.6 All installations will be performed in accordance with good engineering practice and within the guidelines of this document. Any deviation from these minimum requirements and technical standards must be approved in writing prior to installation or modification.

7.3 <u>Removal of Unused Antennas and Lines</u>. Tenant (Licensee) shall remove all unused antennas, transmission lines and associated mounting hardware from City's tower within 90 days of the date an antenna is no longer in service.

7.4 NO PRESENT INSTALLATION WILL BE "GRANDFATHERED" and must conform to these work standards within a reasonable time period to be determined by the City's Technical Representative. Periodic inspections may be performed to ensure that all installations meet technical standards.

#### 8.0 Shelters

8.1 <u>Cable Dressing Inside Building or Shelter</u>. All wiring and cables within a given rack will be properly dressed and/or bundled with cable ties with excess cut close to the barbs. Twisted wire, tape, rope, twine, phone wire and similar bits of debris usually available on site ARE NOT ACCEPTABLE substitutes for proper securing hardware. All inter-rack cables and wiring must be properly routed and utilize the cable trays provided even if between adjacent racks. Overhead cables and RF lines must be easily removed or reworked within the cable trays. Proper care must be taken to ensure that new cables added to the trays are not stressed or intertwined with existing cables. OVERHEAD CABLES MAY NOT CROSS PERPENDICULARS OR BE SUSPENDED IN MID AIR WITHOUT SUPPORTS. NO SUPPORTS MAY BE INSTALLED WITHOUT PRIOR APPROVAL. All long cable runs must be properly identified at each end indicating the opposite cable end address. All cabling within the building must be cut to proper length except phasing harnesses, where required.

#### 9.0 Towers

9.1 Tenant (Licensee) may not erect new towers without the City's prior written consent, which may be granted or denied in City's sole discretion, and towers that are approved may only be constructed after plans for the tower have been approved by the City and by the zoning authority.

9.2 New towers shall comply with TIA-222-G or the most recent edition adopted by the local zoning authority. Changes to an existing tower, including addition or replacement of antennas requires that TIA-222-G or the most recent edition be used. Tenant (Licensee)-owned towers that present an immediate safety hazard shall be corrected by Tenant (Licensee) regardless of the status of the current lease or the particular edition of TIA-222 in use at the time of tower construction. Installation of antennas on City-owned towers may require a new structural study at the Tenant (Licensee)'s expense.

#### 10.0 Permits

10.1 Tenant (Licensee) shall comply with all local and Federal regulations. Tenant (Licensee) is responsible for acquiring all applicable permits, including, but not limited to FCC construction permits and building permits. Tenant (Licensee) is also responsible for performing any required studies, including RF exposure and RF interference studies required by the FCC, local government, and City. Tenant (Licensee) shall furnish all applicable permits, studies, and

approvals to the City for approval before starting any construction, including antenna installation.

#### **11.0 Radio Frequency Safety**

11.1 The engineering, design, configuration, installation, and maintenance of high power (> 1 kW ERP) radio facilities on the site shall be accomplished in a manner that minimizes downward radiation. Changes to proposed systems may be directed by City to comply with this objective.

11.2 Everyone on the site shall follow these guidelines:

- All personnel entering the site must be authorized
- Obey all posted signs
- Assume all antennas are active unless proven otherwise
- Before working on an antenna, notify the owner and disable the transmitter
- Use a radio frequency (RF) personal monitor when working near antennas
- Never operate transmitters without shields

11.3 Power densities on towers can be much higher than at ground level. For this reason, tower climbers should request power reductions from high-power tenants and carry RF personal monitors when climbing towers. The City's Technical Representative can tell you which transmitters should be turned down before climbing the tower.

11.4 Federal Government guidelines regarding human exposure to radio frequency energy are found in the Code of Federal Regulations (CFR) Title 47, Parts 1.1307-1.1310.



Figure 1 - Warning Sign to be Posted at Base of Tower (Available from Tessco, Holaday, Narda and other Sources)

### **RADIO FREQUENCY INTERFERENCE ANALYSIS REPORT**

#### **B&V on behalf of AT&T**

#### Site ID: 10101152 (MRUTH026184) Site Name: CAPITOL HILL

November 13, 2018

#### **Prepared By:**

Sitesafe, LLC 8618 Westwood Center Drive, Suite 315 Vienna, VA 22182 U.S.A. (703) 276-1100 Engineer: Klaus Bender, P.E. Report Created By: Report Reviewed By:



No Harmful Interference is predicted as a result of AT&T's proposed modification affecting the existing operations on this structure and the Public Safety systems operating in the vicinity of the site.

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### **1.0 Executive Summary**

This report presents a radio frequency interference (RFI) analysis which was performed on the 10101152 (MRUTH026184) - Capitol Hill site. The RFI analysis consists of transmitter noise, receiver desensitization, intermodulation, harmonic and transmitter spurious output interference. The report consists of Sections that provide details of the communications site, antenna systems, operational frequencies and each interference analysis mode.

A summary of the interference analysis results is depicted in the following Table.

Interference Analysis Mode	Type Mix	Status	Summary	Worst-Case Margin (dB)
Transmitter Noise	N/A	Passed	No Interference was predicted	41.9
Receiver Desensitization	N/A	Passed	No Interference was predicted	35.3
Transmitter Intermodulation	1 Tx	Passed	No Interference was predicted	N/A
Transmitter Intermodulation	2 Tx	Passed	No Interference was predicted	N/A
Transmitter Intermodulation	3 Tx	Passed	No Interference was predicted	N/A
Transmitter Intermodulation	4 Tx	Passed	No Interference was predicted	N/A
Transmitter Intermodulation	5 Tx	Passed	No Interference was predicted	N/A
Receiver Intermodulation	1 Tx	Passed	No Interference was predicted	N/A
Receiver Intermodulation	2 Tx	Passed	No Interference was predicted	N/A
Receiver Intermodulation	3 Tx	Passed	No Interference was predicted	N/A
Receiver Intermodulation	4 Tx	Passed	No Interference was predicted	N/A
Receiver Intermodulation	5 Tx	Passed	No Interference was predicted	N/A
Transmitter Harmonics	N/A	Passed	No Interference was predicted	N/A
Transmitter Spurious Output	N/A	Passed	No Interference was predicted	N/A
Interference Level Summing - C/(I+N)	N/A	Passed	No Interference was predicted	N/A
Wideband IM Spectral Analysis	N/A	N/A	No Analysis performed	N/A

The analysis was performed with the setup options depicted in the Table below.

Analysis	Description				
Receiver Performance	Receiver Sensitivity Threshold				
Receiver Bandwidth	Receiver Dependent				
Antenna Patterns Considered	No (Worst Case)				
Measured Antenna Isolation Data	No				
Filters/Multicouplers Considered	Yes				
Number of Simultaneous Transmitters Mixed	5				
Highest Intermodulation Order Tested	7				
Condense Intermodulation Hit Quantity	Yes - 1000/Order				
TX IM Bandwidth Multiplication	Yes				
Tx/Rx Systems Excluded	None				
Site File Name	10101152 (MRUTH026184) - CAPITOL HILL.dta				
Report File Name	10101152 (MRUTH026184) - CAPITOL HILL.docx				
WirelessSiteRFI Software Version	10.0.10				

#### 2.0 Site Description

The communication systems located at this site are described in this section as well as the configuration of the antenna systems.

The site parameters are:

Site Name:	10101152 (MRUTH026184) - Capitol Hill
Owner:	AT&T
Site Description:	Rooftop = $60'$ (AGL)
Address:	303 West Colfax, Denver, CO 80265
Latitude:	39:44:25.24 N
Longitude:	104:59:29.49 W
Elevation:	5392' (AMSL)
Notes:	AT&T is adding the 700 MHz band on sector antennas

#### 2.1 Communications Systems

System	Provider	Technology	Frequency Band			
1	AT&T	UMTS	1710 - 1990 MHz - PCS			
2	AT&T	UMTS	806 - 896 MHz - Cellular			
3	AT&T	LTE	2345-2360 MHz - WCS			
4	AT&T	LTE	2345-2360 MHz - WCS			
5	AT&T(proposed)	LTE	746 - 806 MHz - 700 MHz Band			
6	AT&T(proposed)	LTE	746 - 806 MHz - 700 MHz Band			
7	AT&T(proposed)	LTE	746 - 806 MHz - 700 MHz Band			
8	AT&T(proposed)	LTE	746 - 806 MHz - 700 MHz Band			
9	AT&T	LTE	1850 - 1995 MHz - PCS			
10	AT&T	LTE	1850 - 1995 MHz - PCS			
11	AT&T	LTE	1850 - 1995 MHz - PCS			
12	AT&T	LTE	1850 - 1995 MHz - PCS			
13	AT&T	LTE	806 - 896 MHz - Cellular			
14	AT&T	LTE	806 - 896 MHz - Cellular			
15	AT&T	LTE	2110 - 2200 MHz - AWS			
16	AT&T	LTE	2110 - 2200 MHz - AWS			
17	AT&T	LTE	2110 - 2200 MHz - AWS			
18	KNNR200 - DENVER, CITY AND COUNTY OF	FM Land Mobile	806 - 896 MHz - Land Mobile			
19	KNNR200 - DENVER, CITY AND COUNTY OF	FM Land Mobile	806 - 896 MHz - Land Mobile			
20	KNNR200 - DENVER, CITY AND COUNTY OF	FM Land Mobile	806 - 896 MHz - Land Mobile			
21	SkyTel Spectrum LLC	FM Land Mobile	901/930/940 MHz - Narrowband PCS			
22	WQEQ952DENVER, CITY AND COUNTY OF	FM Land Mobile	150 - 174 MHz - Land Mobile			
23	WQJY881 - DENVER, CITY AND COUNTY OF	FM Land Mobile	420 - 470 MHz - Land Mobile			

#### 10101152 (MRUTH026184)-CAPITOL HILL

#### 2.2 Antenna Systems

Ant #	Mfg	Antenna Model	Gain (dBd)	Hgt (ft)	Orient (deg)	Sec-tor	Ant Use	Transmission Line Type	Line Loss (/100')	Line Length (ft)
1	Powerwave	7750	15.2	69	0	А	Dplx	7/8 in. Foam	1.8	99
2	Powerwave	7750	15.2	69	115	В	Dplx	7/8 in. Foam	1.8	99
3	Powerwave	7750	15.2	69	245	С	Dplx	7/8 in. Foam	1.8	99
4	Powerwave	7750	12.5	69	0	А	Dplx	7/8 in. Foam	1.31	99
5	Powerwave	7750	12.5	69	115	В	Dplx	7/8 in. Foam	1.31	99
6	Powerwave	7750	12.5	69	245	С	Dplx	7/8 in. Foam	1.16	99
7	CCI	BSA-M65R-BUU-H6 (L-Beam)	15.85	69	335	A	Dplx	Fiber	0.001	99
8	Commscope	RV4PX310R-V2	15.73	69	115	В	Dplx	Fiber	0.001	99
9	Commscope	RV4PX310R	15.73	69	245	C	Dplx	Fiber	0.001	99
10	CCI	BSA-M65R-BUU-H6 (R-Beam)	15.85	69	25	A	Dplx	Fiber	0.001	99
11	CCI	BSA-M65R-BUU-H6 (L-Beam)	14.25	69	335	A	Dplx	Fiber	0.001	99
12	Commscope	NNH4-65C-R6_700 MHz	12.76	69	115	В	Dplx	Fiber	0.001	99
13	Commscope	NNH4-65C-R6 700 MHz	12.76	69	245	C	Dplx	Fiber	0.001	99
14	CCI	BSA-M65R-BUU-H6 (L-Beam)	14.25	69	335	A	Dplx	Fiber	0.001	99
15	Kathrein	800-10766	13.72	69	115	В	Dplx	Fiber	0.001	99
16	Kathrein	800-10766	13.72	69	245	C	Dplx	Fiber	0.001	99
17	CCI	BSA-M65R-BUU-H6 (R-Beam)	14.25	69	25	A	Dplx	Fiber	0.001	99
18	CCI	BSA-M65R-BUU-H6 (R-Beam)	14.25	69	25	A	Dplx	Fiber	0.001	99
19	CCI	BSA-M65R-BUU-H6 (L-Beam)	15.84	69	335	A	Dplx	Fiber	0.001	99
20	Commscope	NNH4-65C-R6	15.44	69	115	В	Dplx	Fiber	0.001	99
21	Commscope	NNH4-65C-R6	15.44	69	245	C	Dplx	Fiber	0.001	99
22	CCI	BSA-M65R-BUU-H6 (R-Beam)	15.85	69	25	A	Dplx	Fiber	0.001	99
23	CCI	BSA-M65R-BUU-H6 (L-Beam)	15.84	69	335	A	Dplx	Fiber	0.001	99
24	Commscope	NNH4-65C-R6	15.44	69	115	В	Dplx	Fiber	0.001	99
25	Commscope	NNH4-65C-R6	15.44	69	245	C	Dplx	Fiber	0.001	99
26	CCI	BSA-M65R-BUU-H6 (R-Beam)	15.85	69	25	A	Dplx	Fiber	0.001	99
27	CCI	BSA-M65R-BUU-H6 (L-Beam)	15.15	69	335	A	Dplx	Fiber	0.001	99
28	Commscope	RV4PX310R-V2	14.32	69	115	B	Dplx	Fiber	0.001	99
29	Commscope	RV4PX310R-V2	14.32	69	245	C	Dplx	Fiber	0.001	99
30	CCI	BSA-M65R-BUU-H6 (R-Beam)	15.15	69	25	A	Dplx	Fiber	0.001	99
31	CCI	BSA-M65R-BUU-H6 (L-Beam)	16.25	69	335	A	Dplx	Fiber	0.001	99
32	Commscope	NNH4-65C-R6	15.15	69	115	В	Dplx	Fiber	0.001	99
33	Commscope	NNH4-65C-R6	15.15	69	245	C	Dplx	Fiber	0.001	99
33 34	COMINISCOPE	BSA-M65R-BUU-H6 (R-Beam)	16.25	69	245	A	Dplx	Fiber	0.001	99 99
35	Kathrein	800-10766	15.75	69	25	л	Dplx	Fiber	0.001	99 99
36	Other	Generic	0	71	245		Тх	1/2 in. Foam	0.85	99 101
30	Other	Generic	0	71	0		Tx	1/2 in. Foam	0.85	101
37	Other	Generic	0	71	0		Rx	1/2 in. Foam	0.85	101
30 39	Other	Generic	0	129	0		Тх	1/2 in. Foam	0.85	99
39 40	Other	Generic	0	129	0		Tx/Rx	1/2 in. Foam 1-5/8 in. Foam	0.85	99
40	Other	Generic	0	69	0		Dplx	1-5/8 in. Foam	0.28	99 31
41	Other	Generic	U	69	U		ріх	1-5/0 III. F0am	0.28	31

#### 10101152 (MRUTH026184)-CAPITOL HILL

## 3.0 Transmitter Frequencies

Freq #	Ant #	Provider	Model	Technology	Channel Label	ID	Frequency	Power (Watts)	BW (KHz)
1	1	AT&T	Powerwave	UMTS		А	1977.500000	16	5000
2	2	AT&T	Powerwave	UMTS		В	1977.500000	16	5000
3	3	AT&T	Powerwave	UMTS		С	1977.500000	16	5000
4	4	AT&T	Powerwave	UMTS		D	876.800000	50	5000
5	5	AT&T	Powerwave	UMTS		E	876.800000	50	5000
6	6	AT&T	Powerwave	UMTS		F	876.800000	50	5000
7	9	AT&T	Ericsson	LTE		G	2355.000000	40	10000
8	8 7	AT&T	Ericsson Ericsson	LTE		<u>H</u>	2355.000000	40	10000
9 10	10	AT&T AT&T	Ericsson	LTE LTE		 	2355.000000 2355.000000	40 40	10000
10	11	AT&T	Ericsson	LTE		K	739.000000	40	10000
12	12	AT&T	Ericsson	LTE		 L	739.000000	40	10000
12	13	AT&T	Ericsson	LTE		M	739.000000	40	10000
14	14	AT&T (proposed)	Ericsson	LTE		N	739.000000	40	10000
15	15	AT&T (proposed)	Ericsson	LTE		0	739.000000	40	10000
16	16	AT&T (proposed)	Ericsson	LTE		P	739.000000	40	10000
17	17	AT&T	Ericsson	LTE		Q	739.000000	40	10000
18	18	AT&T (proposed)	Ericsson	LTE		R	739.000000	40	10000
19	19	AT&T	Ericsson	LTE		S	1940.000000	30	20000
20	20	AT&T	Ericsson	LTE		Т	1940.000000	30	20000
21	21	AT&T	Ericsson	LTE		U	1940.000000	30	20000
22	22	AT&T	Ericsson	LTE		V	1940.000000	30	20000
23	23	AT&T	Ericsson	LTE		W	1977.500000	30	1250
24	24	AT&T	Ericsson	LTE		Х	1977.500000	30	1250
25	25	AT&T	Ericsson	LTE		Y	1977.500000	30	1250
26	26	AT&T	Ericsson	LTE		Z	1977.500000	30	1250
27	27	AT&T	Ericsson	LTE		AA	871.500000	60	5000
28	28	AT&T	Ericsson	LTE		AB	871.500000	60	5000
29	29	AT&T	Ericsson	LTE		AC	871.500000	60	5000
30 31	30 31	AT&T AT&T	Ericsson Ericsson	LTE LTE		AD AE	871.500000 2137.500000	60 45	5000 15000
31	31	AT&T	Ericsson	LTE		AE	2137.500000	45 45	15000
32	33	AT&T	Ericsson	LTE		AG	2137.500000	45	15000
34	34	AT&T	Ericsson	LTE		AH	2137.500000	45	15000
35	35	AT&T	Ericsson	LTE		HO	2137.500000	45	15000
36	36	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		HP	806.5625	100	20
37	36	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		HQ	807.1250	100	20
38	36	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		HR	807.3750	100	20
39	36	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		HS	807.7750	100	20
40	36	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		HT	808.1500	100	20
41	36	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		HU	808.2750	100	20
42	36	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		ΗV	808.4250	100	20
43	36	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		HW	808.7250	100	20
44	36	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		HX	808.8625	100	20
45	36	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		HY	809.0625	100	20
46	36	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		HZ	809.4375	100	20
47	36	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		IA	809.5625	100	20
48	36	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		IB	809.5875	100	20

49	36	KNNR200 - DENVER,	Other	FM Land Mobile	IC	809.9875	100	20
		CITY AND COUNTY OF						
50	36	KNNR200 - DENVER,	Other	FM Land Mobile	ID	810.2375	100	20
= 4		CITY AND COUNTY OF	0.1			040 4005	400	
51	36	KNNR200 - DENVER,	Other	FM Land Mobile	IE	810.4625	100	20
50	20		Other	FM Land Mobile	IF	810.4875	100	20
52	36	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FINI Land Mobile	IF	810.4875	100	20
53	36	KNNR200 - DENVER,	Other	FM Land Mobile	IG	810.7375	100	20
55	30	CITY AND COUNTY OF	Other		10	010.7575	100	20
54	36	KNNR200 - DENVER,	Other	FM Land Mobile	IH	810.9875	100	20
04	00	CITY AND COUNTY OF	Other			010.0070	100	20
55	36	KNNR200 - DENVER,	Other	FM Land Mobile	Ш	811.1375	100	20
		CITY AND COUNTY OF						
56	36	KNNR200 - DENVER,	Other	FM Land Mobile	IJ	811.2125	100	20
		CITY AND COUNTY OF						
57	36	KNNR200 - DENVER,	Other	FM Land Mobile	IK	811.2375	100	20
		CITY AND COUNTY OF						
58	36	KNNR200 - DENVER,	Other	FM Land Mobile	IL	811.4875	100	20
		CITY AND COUNTY OF						
59	36	KNNR200 - DENVER,	Other	FM Land Mobile	IM	811.6375	100	20
60	26	CITY AND COUNTY OF KNNR200 - DENVER.	Other	EM Land Makila	INI	014 7405	400	20
60	36	CITY AND COUNTY OF	Other	FM Land Mobile	IN	811.7125	100	20
61	36	KNNR200 - DENVER,	Other	FM Land Mobile	10	811.7375	100	20
01	50	CITY AND COUNTY OF	Other		10	011.7375	100	20
62	36	KNNR200 - DENVER,	Other	FM Land Mobile	IP	812.0625	100	20
02	00	CITY AND COUNTY OF	outor			012.0020	100	20
63	36	KNNR200 - DENVER,	Other	FM Land Mobile	IQ	812.1375	100	20
		CITY AND COUNTY OF						
64	36	KNNR200 - DENVER,	Other	FM Land Mobile	IR	812.2375	100	20
		CITY AND COUNTY OF						
65	36	KNNR200 - DENVER,	Other	FM Land Mobile	IS	812.4625	100	20
		CITY AND COUNTY OF						
66	36	KNNR200 - DENVER,	Other	FM Land Mobile	IT	812.4875	100	20
07	07	CITY AND COUNTY OF	Others			040 7075	400	00
67	37	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	IU	812.7375	100	20
68	37	KNNR200 - DENVER,	Other	FM Land Mobile	IV	813.1375	100	20
00	57	CITY AND COUNTY OF	Other	FINI Land Mobile	IV	013.1375	100	20
69	37	KNNR200 - DENVER,	Other	FM Land Mobile	IW	813.2125	100	20
00	0.	CITY AND COUNTY OF	outor			010.2120	100	20
70	37	KNNR200 - DENVER,	Other	FM Land Mobile	IX	813.2375	100	20
		CITY AND COUNTY OF						
71	37	KNNR200 - DENVER,	Other	FM Land Mobile	IY	813.4625	100	20
		CITY AND COUNTY OF						
72	37	KNNR200 - DENVER,	Other	FM Land Mobile	IZ	813.4875	100	20
70	~-	CITY AND COUNTY OF	0.1		1.4	040 7/77	100	
73	37	KNNR200 - DENVER,	Other	FM Land Mobile	JA	813.7175	100	20
74	37	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	JB	813.7375	100	20
74	51	CITY AND COUNTY OF	Other		JD	013./3/3	100	20
75	37	KNNR200 - DENVER,	Other	FM Land Mobile	JC	814.2125	100	20
13	51	CITY AND COUNTY OF	Julei		00	014.2120	100	20
76	37	KNNR200 - DENVER,	Other	FM Land Mobile	JD	814.2375	100	20
		CITY AND COUNTY OF						
77	37	KNNR200 - DENVER,	Other	FM Land Mobile	JE	814.2625	100	20
		CITY AND COUNTY OF						
78	37	KNNR200 - DENVER,	Other	FM Land Mobile	JF	814.4625	100	20
		CITY AND COUNTY OF	0.1					
79	37	KNNR200 - DENVER,	Other	FM Land Mobile	JG	814.4875	100	20
80	27		Other		11.1	014 0405	100	20
80	37	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	JH	814.6125	100	20
81	37	KNNR200 - DENVER,	Other	FM Land Mobile	JI	814.7125	100	20
01	51	CITY AND COUNTY OF	Other		51	014.7120	100	20
82	37	KNNR200 - DENVER,	Other	FM Land Mobile	JJ	814.7375	100	20
~-	<u> </u>	CITY AND COUNTY OF	2					
	!					1	1	

83	39	SkyTel Spectrum LLC	Other	FM Land Mobile	LF	940.225000	3500	25
84	40	WQEQ952DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	LG	155.955000	100	15
85	41	WQJY881 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	LH	463.662500	4	11.2
86	41	WQJY881 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	LI	467.112500	4	11.2
87	41	WQJY881 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	LJ	468.225000	4	11.2
88	41	WQJY881 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	LK	469.787500	4	11.2

# 4.0 Receiver Frequencies

Freq #	Ant #	Provider	Model	Technology	Channel Label	ID	Frequency	Sen (dBm)	BW (KHz)
1	1	AT&T	Powerwave	UMTS		А	1897.500000	-110	5000
2	2	AT&T	Powerwave	UMTS		В	1897.500000	-110	5000
3	3	AT&T	Powerwave	UMTS		С	1897.500000	-110	5000
4	4	AT&T	Powerwave	UMTS		D	831.800000	-119	5000
5	5	AT&T	Powerwave	UMTS		E	831.800000	-119	5000
6	6	AT&T	Powerwave	UMTS		F	831.800000	-119	5000
7	9	AT&T	Ericsson	LTE		G	2355.000000	-102	10000
8	8	AT&T	Ericsson	LTE		H	2355.000000	-102	10000
9	7	AT&T	Ericsson	LTE			2355.000000	-102	10000
10	10	AT&T	Ericsson	LTE		J	2355.000000	-102	10000
11	11	AT&T	Ericsson	LTE		ĸ	709.00000	-102	10000
12	12	AT&T	Ericsson	LTE		L	709.000000	-102	10000
13	13		Ericsson	LTE		M	709.000000	-102	10000
14 15	14 15	AT&T (proposed) AT&T (proposed)	Ericsson Ericsson	LTE LTE		N 0	709.000000 709.000000	-102 -102	10000
15	15			LTE		 P		-102	10000
10	10	AT&T (proposed) AT&T	Ericsson Ericsson	LTE		Q	709.000000 709.000000	-102	10000
17	17	AT&T AT&T (proposed)	Ericsson	LTE		R	709.000000	-102	10000
10	10	AT&T (proposed)	Ericsson	LTE		S	1860.000000	-102	20000
20	20	AT&T	Ericsson	LTE		3 T	1860.000000	-102	20000
20	20	AT&T	Ericsson	LTE		U	1860.000000	-102	20000
21	21	AT&T	Ericsson	LTE		V	1860.000000	-102	20000
22	22	AT&T	Ericsson	LTE		Ŵ	1897.500000	-102	5000
23	23	AT&T	Ericsson	LTE		X	1897.500000	-102	5000
24	25	AT&T	Ericsson	LTE		Y	1897.500000	-102	5000
26	26	AT&T	Ericsson	LTE		Z	1897.500000	-102	20000
27	27	AT&T	Ericsson	LTE		AA	826.500000	-102	5000
28	28	AT&T	Ericsson	LTE		AB	826.500000	-102	5000
29	29	AT&T	Ericsson	LTE		AC	826.500000	-102	5000
30	30	AT&T	Ericsson	LTE		AD	826.500000	-102	5000
31	31	AT&T	Ericsson	LTE		AE	1737.500000	-102	15000
32	32	AT&T	Ericsson	LTE		AF	1737.500000	-102	15000
33	33	AT&T	Ericsson	LTE		AG	1737.500000	-102	15000
34	34	AT&T	Ericsson	LTE		AH	1737.500000	-102	15000
35	35	AT&T	Ericsson	LTE		HO	1737.500000	-102	15000
36	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		JK	761.5625	-116	20
37	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		JL	762.1250	-116	20
38	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		JM	762.3750	-116	20
39	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		JN	762.7750	-116	20
40	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		JO	763.1500	-116	20
41	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		JP	763.2750	-116	20
42	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		JQ	763.4250	-116	20
43	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		JR	763.7250	-116	20
44	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		JS	763.8625	-116	20
45	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		JT	764.0625	-116	20
46	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		JU	764.4375	-116	20
47	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		JV	764.5625	-116	20
48	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile		JW	764.5875	-116	20

49	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	JX	764.9875	-116	20
50	38	KNNR200 - DENVER,	Other	FM Land Mobile	JY	765.2375	-116	20
51	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	JZ	765.4625	-116	20
52	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	КА	765.4875	-116	20
53	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	КВ	765.7375	-116	20
54	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	КС	765.9875	-116	20
55	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	KD	766.1375	-116	20
56	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	KE	766.2125	-116	20
57	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	KF	766.2375	-116	20
58	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	KG	766.4875	-116	20
59	38	CITY AND COUNTY OF KNNR200 - DENVER.	Other	FM Land Mobile	КС	766.6375	-116	20
60	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	<u>КП</u>	766.7125	-116	20
		KNINR200 - DENVER, CITY AND COUNTY OF KNNR200 - DENVER.					_	
61	38	CITY AND COUNTY OF	Other	FM Land Mobile	KJ	766.7375	-116	20
62	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	КК	767.0625	-116	20
63	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	KL	767.1375	-116	20
64	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	KM	767.2375	-116	20
65	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	KN	767.4625	-116	20
66	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	КО	767.4875	-116	20
67	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	KP	767.7375	-116	20
68	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	KQ	768.1375	-116	20
69	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	KR	768.2125	-116	20
70	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	KS	768.2375	-116	20
71	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	КТ	768.4625	-116	20
72	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	KU	768.4875	-116	20
73	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	KV	768.7175	-116	20
74	38	KNNR200 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	KW	768.7375	-116	20
75	38	KNNR200 - DENVER,	Other	FM Land Mobile	КХ	769.2125	-116	20
76	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	KY	769.2375	-116	20
77	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	KZ	769.2625	-116	20
78	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	LA	769.4625	-116	20
79	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	LB	769.4875	-116	20
80	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	LC	769.6125	-116	20
81	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	LD	769.7125	-116	20
82	38	CITY AND COUNTY OF KNNR200 - DENVER,	Other	FM Land Mobile	LE	769.7375	-116	20
		CITY AND COUNTY OF	2					

83	40	WQEQ952DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	LG	155.955000	-110	15
84	41	WQJY881 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	LH	463.662500	-116	11.2
85	41	WQJY881 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	LI	467.112500	-116	11.2
86	41	WQJY881 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	LJ	468.225000	-116	11.2
87	41	WQJY881 - DENVER, CITY AND COUNTY OF	Other	FM Land Mobile	LK	469.787500	-116	11.2

## 5.0 Transmitter Noise Analysis

Transmitter noise interference occurs because a transmitter radiates energy on its operating frequency as well as frequencies above and below the assigned frequency. The energy that is radiated above and below the assigned frequency is known as sideband noise energy and extends for several megahertz on either side of the operating frequency. This undesired noise energy can fall within the passband of a nearby receiver even if the receiver's operating frequency is several megahertz away. The transmitter noise appears as "on-channel" noise interference and cannot be filtered out at the receiver. It is on the receiver's operating frequency and competes with the desired signal, which in effect, degrades the operational performance.

The analysis predicts each transmitter's noise signal level present at the input of each receiver. It takes into account the transmitter's noise characteristics, frequency separation, power output, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in both systems. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required, if any, to prevent receiver performance degradation caused by transmitter noise interference. The Table below depicts the results of this analysis. For each receiver, the transmitter that has the worst-case impact is displayed. The Signal Margin represents the margin in dB, before the receiver's performance is degraded. A negative number indicates that the performance is degraded and the value indicates how much additional isolation is required to prevent receiver performance degradation.

Receiver Provider	Receive Channel	Receive Frequency (MHz)	Transmitter Provider	Transmit Channel	Transmit Frequency (MHz)	Attn Required (dB)	Attn Provided (dB)	Signal Margin (dB)
None								

No transmitter noise interference problems were predicted.

### 6.0 Receiver Desensitization Analysis

Receiver desensitization interference occurs when an undesired signal from a nearby "offfrequency" transmitter is sufficiently close to a receiver's operating frequency. The signal may get through the RF selectivity of the receiver. If this undesired signal is of sufficient amplitude, the receiver's critical voltage and current levels are altered and the performance of the receiver is degraded at its operating frequency. The gain of the receiver is reduced, thereby reducing the performance of the receiver.

A transmitter can be operating several megahertz away from the receiver frequency and/or its antenna can be located several thousand feet from the receiver's antenna and still cause interference.

The analysis predicts each transmitter's signal level present at the input of each receiver. It takes into account the transmitter's power output, frequency separation, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in both systems. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required, if any, to prevent receiver performance degradation caused by receiver desensitization interference. The Table below depicts the results of this analysis. For each receiver, the transmitter that has the worst-case impact is displayed. The Signal Margin represents the margin in dB, before the receiver's performance is degraded. A negative number indicates that the performance is degraded and the value indicates how much additional isolation is required to prevent receiver performance degradation.

Receiver Provider	Receive Channel	Receive Frequency (MHz)	Transmitter Provider	Transmit Channel	Transmit Frequency (MHz)	Attn Required (dB)	Attn Provided (dB)	Signal Margin (dB)
None								

No receiver desensitization interference problems were predicted.

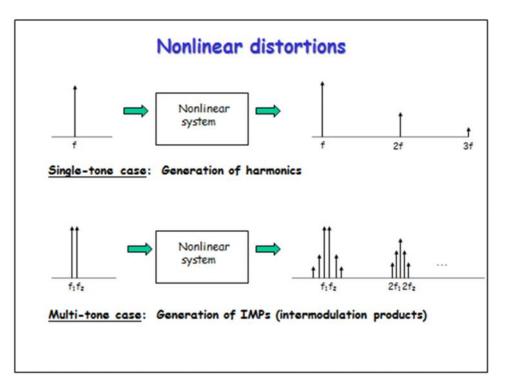
### 7.0 Intermodulation Interference Analysis

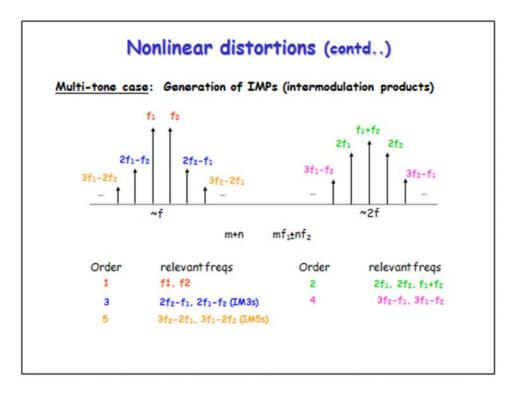
There are three basic categories of Intermodulation (IM) interference. They are receiver produced, transmitter produced, and "other" radiated IM. Transmitter produced IM is the result of one or more transmitters impressing a signal in the non-linear final output stage circuitry of another transmitter, usually via antenna coupling. The IM product frequency is then re-radiated from the transmitter's antenna. Receiver produced IM is the result of two or more transmitter signals mixing in a receiver RF amplifier or mixer stage when operating in a non-linear range.

"Other" radiated IM is the result of transmitter signals mixing in other non-linear junctions. These junctions are usually metallic, such as rusty bolts on a tower, dissimilar metallic junctions, or other non-linear metallic junctions in the area. IM products can also be caused by non-linearity in the transmission system such as antenna, transmission line, or connectors.

Communication sites with co-located transmitters, usually have RF coupling between each transmitter and antenna system. This results in the signals of each transmitter entering the nonlinear final output (PA) circuitry of the other transmitters. When intermodulation (IM) products are created in the output circuitry and they fall within the passband of the final amplifier, the IM products are re-radiated and may interfere with receivers at the same site or at other nearby sites. Additionally, these strong transmitter signals may directly enter a receiver and drive the RF amplifier into a nonlinear operation, or if not filtered effectively by the receiver input circuitry, these signals could mix in the nonlinear circuitry of the receiver front-end or mixer, creating IM products directly in the receiver.

The frequencies of IM mixing are known as nonlinear distortions. The images below depict how these IM products are derived when passing through a nonlinear junction/system.





Not all of the mixing possibilities are significant in creating interference signals. Some fall "out-ofband" of the receiver and the higher order IM products are usually weaker in signal strength.

### 7.1 Transmitter Generated Intermodulation Analysis

Intermodulation in transmitters occurs when a signal from another transmitter is impressed on the nonlinear final output stage circuitry, usually via antenna coupling. The power level of the IM product is determined by the power level of the incoming extraneous signal from another transmitter and by a conversion loss factor. The conversion loss factor takes into account the mixing efficiency of the transmitter's final output stage. Conversion loss differs with transmitter design, adjustment, frequency separation of the source signals, and with the order of the IM product.

The analysis calculates all possible IM product frequencies that could potentially interfere with receivers at the communications site based on each receiver's individual bandwidth. It then predicts each IM signal level present at the input of each affected receiver. For each IM frequency, the analysis considers all possible sources of IM generation in the transmitters. For example, if there are four transmitters involve, the analysis will calculate the IM signal level that would be generated in each transmitter. For this example, that would be four possible mixing conditions.

The analysis takes into account the transmitter's power output, modulation bandwidth, conversion losses, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in each system. Additionally, the analysis considers the antenna

separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required to prevent receiver performance degradation for each IM interference signal that occurs. Receivers experiencing transmitter generated intermodulation interference are depicted in the following Table.

Тх	1 Source Mix Tx	Tx 2	Source	TX 3 S	Source	Тх	4 Source	Tx 5	Source	Intermo Hit	bd		Affected Receiver	Attn Need
ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	Freq (MHz)	Ord	ID	Freq (MHz)	
Non e														

No transmitter generated intermodulation interference problems were predicted.

#### 7.2 Receiver Generated Intermodulation Analysis

Within a receiver, when two or more strong off-channel signals enter and mix in the receiver and one of the IM product frequencies created coincides with the receiver operating frequency, potential interference results. This internal IM mixing process takes place in the receiver's RF amplifier when it operates in a nonlinear range and/or in the first mixer, which, of course, has been designed to operate as a nonlinear device.

Receivers have a similar conversion loss type factor and receiver performance is commonly described in terms of conversion loss with respect to the 2A - B type products. Here, conversion loss is the ratio of a specified level of A and B to the level of the resulting IM product, when the product is viewed as an equivalent on-channel signal. Receiver conversion loss varies with input levels, AGC action, and product order.

The analysis calculates all possible IM product frequencies that could potentially interfere with receivers at the communications site based on each receiver's individual bandwidth. It then predicts each IM signal level present at the input of each affected receiver. For each IM frequency, the analysis considers that the IM signal is generated directly in the receiver.

The analysis takes into account the transmitter's power output, modulation bandwidth, conversion losses, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in each system. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required to prevent receiver performance degradation for each IM interference signal that occurs. Receivers experiencing receiver generated intermodulation interference are depicted in the following Table.

Тх	1 Source	Тх	2 Source	тх	3 Source	Тх	4 Source	Тх	5 Source	Intermo Hit	bd		Affected Receiver	Attn Need
ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	Freq (MHz)	Ord	ID	Freq (MHz)	
Non e														

No receiver generated intermodulation interference problems were predicted.

## 8.0 Transmitter Harmonic Output Interference Analysis

Transmitter harmonic interference is due to non-linear characteristics in a transmitter. The harmonics are typically created due to frequency multipliers and the non-linear design of the final output stage of the transmitter. If the harmonic signal falls within the passband of a nearby receiver and the signal level is of sufficient amplitude, it can degrade the performance of the receiver.

The analysis takes into account the transmitter's harmonic characteristics, output level, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in each system. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required to prevent receiver performance degradation for any harmonics that fall within a receiver's passband. Receivers experiencing transmitter harmonic interference are depicted in the following Table.

Tra	ansmitter	Harmon		Affected Receiver	Attn Needed	
ID	Frequency (MHz)	Frequency (MHz)	Order	ID	Frequency (MHz)	
None						

No transmitter generated harmonic interference problems were predicted.

## 9.0 Transmitter Spurious Output Interference Analysis

Transmitter spurious output interference can be attributed to many different factors in a transmitter. The generation of spurious frequencies could be due to non-linear characteristics in a transmitter or possibly the physical placement of components and unwanted coupling. If a spurious signal falls within the passband of a nearby receiver and the signal level is of sufficient amplitude, it can degrade the performance of the receiver.

The analysis takes into account a transmitter's spurious output specification, output levels, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in each system. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required to prevent receiver performance degradation for any transmitter spurious signals that fall within a receiver's passband. Receivers experiencing transmitter spurious output interference are depicted in the following Table.

Tr	ansmitter	Af	Attn Needed	
ID	Frequency (MHz)	ID	Frequency (MHz)	
None				

No transmitter generated spurious interference problems were predicted.

## **10.0 Interference Power Level Summing Analysis**

This section of the report provides a simulation of Intermodulation (IM) interference, transmitter wideband noise and receiver desensitization interference occurring on each individual receiver when all transmitters at the site are active at the same instance in time. Even though individual interference modes may not be reported in other report sections, this summing analysis represents a worst-case interference scenario.

However, the probability of this interference occurrence for an individual receiver could be low since it depends on the utilization of the transmitters involved in the interference generation.

The carrier-to-noise C/(I + N) ratio for each receiver is based on the aggregate of interference power levels. A negative C/(I + N) ratio indicates that the performance of the receiver could possibly be degraded by the value shown.

The following Table presents this data:

Recei	ver		Interference Power Level (dBw)							
Channel Label	Freq (MHz)	Tx Noise	Rx Desense	IM Power	Aggregate	C / (I+N)				
None										

## **11.0 Discussion and Recommendations**

Public Safety system operated by the City of Denver at 210 West Colfax Avenue was included in this analysis as required. The City of Denver repeater antenna was modeled worse case at AT&T's antennas level of 69 feet. The City of Denver Public Safety antenna was included in this analysis at a distance of 250 feet and bearing of 90 degrees.

**Conclusion:** There is no indication that the proposed modification by AT&T will cause interference to the existing operations on this structure and Public Safety systems operating in the vicinity of the site.

# **12.0 Professional Certification**

Engineering Statement Re:

### Potential for Interference to Existing Services

At

### 10101152 (MRUTH026184)-CAPITOL HILL, for B&V on behalf AT&T

My signature on this study hereby certifies and affirms:

That I am employed by Sitesafe, LLC which provides engineering services to clients in the Radio Communications field; and

That I have examined the technical information supplied by B&V on behalf AT&T and their representatives relating to their intention to install antennas, transmitters and associated technical equipment on an existing communication site, on an existing tower/structure, currently identified as 10101152 (MRUTH026184)-CAPITOL HILL; and

That the technical equipment to be installed by AT&T represents the state of the art and that it has been carefully designed to preclude the possibility of interference to other services, including the transmission and reception of broadcast AM, FM, and Television and other communications services, such as police, fire, utility and other public safety and public service facilities as well as private communications installations, such as cordless telephones, and Citizen's Band and Radio Amateur stations; and

That the equipment to be installed by AT&T, meets or exceeds all Federal Communications Commission emission requirements to avoid interfering with other services and home/business equipment; and

That frequency information provided by B&V on behalf AT&T concerning existing installations on this structure has been examined to estimate the potential for interference to existing and proposed operations, resulting from the introduction of the AT&T's operation; and

That this examination involved the computation of intermodulation products, transmitter harmonics, receiver desensitization, and transmitter spurious emissions produced by the combination of frequencies associated with existing services known to currently operate at the 10101152 (MRUTH026184)-CAPITOL HILL site, and these frequencies, which could be used by others at the 10101152 (MRUTH026184)-CAPITOL HILL site

That intermodulation products were computed (as a minimum) for the fundamental ( $f_0$ ), second (2  $f_0$ ) thru seventh (7  $f_0$ ) harmonic components of frequencies at this site; and

That predicted products were not found to potentially cause intermodulation to AT&T's proposed operations or to the other licenses currently operating at the 10101152 (MRUTH026184)-CAPITOL HILL site; and

That no additional isolation needs to be provided between antennas in the horizontal and vertical planes, and the attenuation along the nadir and zenith associated with vertical plane radiation patterns; and

That after examination the levels of RF energy present at the 10101152 (MRUTH026184)-CAPITOL HILL site, receiver sensitivity will not be degraded by either the existing or AT&T's proposed operations; and

That, if interference were to occur as a result of AT&T's operations, AT&T's would be expected to recognize its responsibility to act promptly to take steps necessary to correct the interference, including, but not limited to, filtering and frequency coordination; and

In summary, it is stated here that there is not an indication that the installation being proposed by AT&T's will create interference to their own operations, or the operations of any of the services currently operating at the 10101152 (MRUTH026184)-CAPITOL HILL site. Even in the event that, upon installation of AT&T's equipment, interference was determined to exist and to be the actual interference source, frequency coordination and filtering would be AT&T's primary corrective course of action, and should successfully eliminate the problem.

#### Certain generic technical assumptions regarding power settings, filtering, and equipment characteristics were made in preparing this analysis, as this technical information was not made available by the client.

Thank You for Using Sitesafe for Your RF Engineering Needs.



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 07/18/2022

		IFICATE OF LIAI		URANC		07/18	8/2022	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights t	to the	e terms and conditions of th	e policy, certain p ich endorsement(s	olicies may				
PRODUCER			CONTACT Marsh	U.S. Operations	5			
Marsh USA, Inc. 800 Market Street, Suite 1800 St. Louis, MO 63101			PHONE (A/C, No, Ext): 866-96 E-MAIL Att Co	66-4664 rtRequest@marsl	FAX (A/C, No):			
			ADDITEOU.					
	V	dc0217 V			RDING COVERAGE		NAIC #	
CN103150778-GAW-CRT-22-23 N Y ds8317 Y		INSURER A : Old Republic Insurance Company				24147		
New Cingular Wireless PCS, LLC			INSURER B :					
One AT&T Plaza 208 South Akard			INSURER C :					
Room 1820			INSURER D :					
Dallas, TX 75202			INSURER E :					
			INSURER F :					
COVERAGES CER THIS IS TO CERTIFY THAT THE POLICIES		ATE NUMBER:	CHI-009113706-15		REVISION NUMBER:			
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	equire Perta Polici	EMENT, TERM OR CONDITION NN, THE INSURANCE AFFORDE IES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE	ст то	WHICH THIS	
INSR LTR TYPE OF INSURANCE	ADDL S		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S		
A X COMMERCIAL GENERAL LIABILITY		MWZY 313636 22	06/01/2022	06/01/2023	EACH OCCURRENCE	\$	2,000,000	
CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	
					MED EXP (Any one person)	\$	N/A	
					PERSONAL & ADV INJURY	\$	2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	10,000,000	
X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000	
OTHER:						\$		
		MWTB 313635 22	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
X ANY AUTO					BODILY INJURY (Per person)	\$		
OWNED AUTOS ONLY SCHEDULED					BODILY INJURY (Per accident)	\$		
HIRED NON-OWNED AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$		
						\$		
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$		
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$		
DED RETENTION \$	1					\$		
A WORKERS COMPENSATION		MWC 313638 22 (AOS)	06/01/2022	06/01/2023	X PER OTH- STATUTE ER	Ψ		
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$	1,000,000	
OFFICER/MEMBER EXCLUDED?	N/A				E.L. DISEASE - EA EMPLOYEE		1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT		1,000,000	
A Excess Workers' Compensation /		MWXS 313639 22 (OH,WA)	06/01/2022	06/01/2023	EL Each Accident / EL Disease	Ψ	1,000,000	
			00/0 112022	00/01/2020				
Employers' Liability		See Second Page			EL Disease-Policy Limit		1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICI Re: Capitol Hill / 303 West Colfax, Denver, CO 80265 / FA The City and County of Denver, its Elected and Appointed to the requirements of the contract between the Certificate	# 10101 Officials	152. , Employees and Volunteers is/are includ	ed as Additional Insured u	nder the General L	iability and Automobile Liability po		· ·	
Insured is excess and non-contributory with this insurance law.			· ·					
CERTIFICATE HOLDER			CANCELLATION					
The City and County of Denver					ESCRIBED POLICIES BE C			

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc

Manaoni Mulcherjee

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Attn: Lisa Lumley

201 W. Colfax Ave., Dept. 1010 Denver, CO 80202

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CN103150778

LOC #: St. Louis

R	
ACORD	

## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED		
Marsh USA, Inc.	New Cingular Wireless PCS, LLC One AT&T Plaza 208 South Akard			
POLICY NUMBER				
		Room 1820 Dallas, TX 75202		
CARRIER	NAIC CODE			
		EFFECTIVE DATE:		

#### ADDITIONAL REMARKS

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation -MWXS 313639 22 (OH-WA) Self Insured Retentions OH & WA - \$500,000,000 (except Terrorism) OH & WA - \$600,000,000 Terrorism