



Contract Number

SAP Number

## Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5252
<b>Contractor</b>	<b>New Cingular Wireless PCS, LLC</b>
<b>Contractor Representative</b>	<b>Kris Sanders-Smart Link</b>
<b>Telephone Number</b>	(760) 218-4847
<b>Contract Term</b>	5 year initial term, commencing upon full execution, with three (3) five (5) year options to extend
<b>Original Contract Amount</b>	\$128,699.18
<b>Amendment Amount</b>	\$0
<b>Total Contract Amount</b>	\$128,699.18
<b>Cost Center</b>	6709004250
<b>GRC/PROJ/JOB No.</b>	<b>69003925</b>
<b>Internal Order No.</b>	

### Briefly describe the general nature of the contract:

The contract is a license agreement for a period of five (5) years, commencing on the full execution of the license, with three (3) five (5) year options to extend the term of the license for Premises consisting of approximately 886 square feet of unimproved land located at the Big Bear Landfill, 38550 Holcomb Valley Road, Big Bear City, CA for the placement, maintenance and operation of a cellular communications site containing a 100' monopole with mono-pine tree coverings with a total of twelve (12) panel antennas, (four per sector); thirty-six (36) remote radio units (RRUs) (12 per sector); one (1) four-foot diameter microwave (MW) antenna; one (1) walk in telco cabinet; one (1) Generac 27 KW DC Generator with 180 gallon diesel tank mounted on containment slab; one (1) step-down transformer; one (1) fiber cabinet; one (1) GPS antenna and an 8' tall wrought iron perimeter fence. County will receive revenue of \$24,000 for the first year with 3.5% annual escalations thereafter.

Approved as to Legal Form

► Please see signature page  
Agnes Cheng, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Jim Miller, Real Property Manager, RESD

Date \_\_\_\_\_

**COUNTY OF SAN BERNARDINO**

**LICENSE AGREEMENT**

**LICENSEE:** New Cingular Wireless PCS, LLC, a Delaware limited liability company  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

**COUNTY:** COUNTY OF SAN BERNARDINO  
Real Estate Services Department  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0180

**PREMISES:** Approximately 886 square feet of County-owned land located at the Big Bear Landfill, 38550 Holcomb Valley Road, Big Bear City.

**TERM OF LICENSE:** Five (5) years initial term with three (3) five-year options to extend the term of the License Agreement

**COMMENCEMENT DATE OF LICENSE:** Upon full execution of the License Agreement

**CONTRACT NO.**

**REV. 3/1/2011**

**TYPED:**

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## **LICENSE AGREEMENT**

This License Agreement (the "License") is made and entered into by and between the County of San Bernardino, a body politic and corporate, hereinafter designated as "COUNTY" and New Cingular Wireless PCS, LLC, a Delaware limited liability company, hereinafter called "LICENSEE". The COUNTY and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### **WITNESSETH**

WHEREAS, the LICENSEE desires to install, operate, repair, and maintain a cellular communications facility situated on approximately 886 square feet of County-owned land at the Big Bear Landfill located at 38550 Holcomb Valley Road, Big Bear City, CA ("Site"); and,

WHEREAS, COUNTY and LICENSEE now desire to enter into a license agreement for the use of a certain portion of the County-owned land at the Site, as more specifically described in this License; and,

NOW, THEREFORE, in consideration of mutual covenants and conditions, the Parties hereto agree to the following:

In consideration of the covenants and agreements hereinafter contained being fully kept and performed, and in consideration of the benefits to be derived by each Party, COUNTY does hereby grant to LICENSEE a license for the use of that certain portion of real property, comprising approximately 886 square feet of County-owned land at the Big Bear Landfill located at 38550 Holcomb Valley Road, Big Bear City, CA, as said portion is more particularly described in Exhibit "A" (the "Premises") and Exhibit "B" (LICENSEE's Authorized Equipment), attached hereto and made a part hereof.

### **COVENANTS AND AGREEMENTS:**

1. **USE:** The COUNTY grants a license for the use of the Premises to LICENSEE for the purpose of installing, operating, repairing and maintaining a cellular communications facility containing a 100' monopole with mono-pine tree coverings with a total of twelve (12) panel antennas (four per sector), thirty-six (36) remote radio units (RRU) (12 per sector), one (1) four-foot diameter microwave (MW) antenna, one (1) walk in telco cabinet; one (1) Generac 27 KW DC Generator with 180 gallon diesel tank mounted on containment slab; one (1) step-down transformer; one (1) fiber cabinet; one (1) GPS antenna and an 8' tall wrought iron perimeter fence (collectively, the "LICENSEE's Authorized Equipment") which equipment is more particularly described on Exhibit "B" attached hereto and made a part hereof.

This License and the rights herein granted to LICENSEE shall be subject to the paramount legal duties and obligations of COUNTY including, but not limited to, the right to temporarily enter and cross the Premises with any and all equipment necessary in the preservation of the surrounding County-owned property without liability for any damages to LICENSEE's Authorized Equipment. COUNTY shall give reasonable advance notice either verbally or in writing of its intent to enter and cross the Premises.

2. **TERM:** The initial term of this License shall be five (5) years commencing upon full execution of this License, as evidenced by the date that the last of the parties executes this License ("Commencement Date") and expiring one day prior to the fifth (5<sup>th</sup>) anniversary of the Commencement Date (the "Initial Term"). The Initial Term, together with any Extended Terms are referred to collectively as the "Term".

3. **OPTION TO EXTEND TERM:**

A. COUNTY gives LICENSEE the option to extend the term of the License on the same provisions and conditions, except for the Annual License Fee for three (3) five (5) year periods ("Extended Terms") following expiration of the Initial Term, provided that at the time of exercise of the applicable option, LICENSEE is not in default with respect to any of the terms, covenants or conditions to be observed or performed by



LICENSEE hereunder beyond any applicable notice and cure period, and provided LICENSEE gives written notice of exercise of the option to COUNTY at least one (1) year, but not more than eighteen (18) months, prior to the expiration of the Initial Term or the then existing Extended Term. Said options shall be deemed to be independent and consecutive, with LICENSEE's right to exercise the second of said options terminating upon LICENSEE's failure to exercise the first option. The Annual License Fee for the first (1<sup>st</sup>) year of each Extended Term shall be re-established in accordance with the market rate for comparable properties in the Big Bear City area, County of San Bernardino (with the Annual License Fee for the remainder of the Extended Term to be subject to the annual percentage increase in Paragraph 5), provided that if the parties are unable to agree on the re-established Annual License Fee for the first year of an Extended Term, such fee shall be determined in accordance with Section 3.B. below.

B. If the Parties are unable to agree on the Annual License Fee for the first (1<sup>st</sup>) year of any Extended Term within five (5) months of LICENSEE's exercise of the subject option, the subject Annual License Fee shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the arbitration-determined Annual License Fee increases the Annual License Fee payable for the first (1<sup>st</sup>) year of an Extended Term by an amount equal to more than six percent (6%) over the Annual License Fee payable for the year immediately preceding the expiration of the Initial Term or the then current Extended Term, the LICENSEE shall have the right to terminate this License within thirty (30) days after the date the arbitrator issues its formal Annual License Fee determination by providing written notice of termination to COUNTY within said thirty (30) days. If the arbitration-determined Annual License Fee reduces the Annual License Fee payable for the first year of an Extended Term by an amount equal to more than six percent (6%) below the Annual License Fee payable for the year immediately preceding the expiration of the Initial Term or the then current Extended Term, the COUNTY shall have the right to terminate this License within thirty (30) days after the date the arbitrator issues its formal Annual License Fee determination by providing written notice of termination to LICENSEE within said thirty (30) days. If neither parties timely exercises its respective right to terminate the License under this paragraph, then the Annual License Fee for the first year of an Extended Term shall be the arbitration-determined Annual License Fee. The COUNTY's RESD Director shall be authorized to provide such termination notice on behalf of the COUNTY. If the subject Annual License Fee is pending determination by the arbitration process at the expiration of the Initial Term or the then current Extended Term, as of the commencement date of the subject Extended Term, LICENSEE shall pay the Annual License Fee in the amount due for the year immediately preceding expiration of the Initial Term or the then current Extended Term. Upon determination of the subject Annual License Fee through arbitration, and provided that this License is not terminated pursuant to this paragraph, LICENSEE shall, within forty-five (45) days after the date the arbitrator issues its formal Annual License Fee determination, pay to COUNTY any deficiency between the Annual License Fee paid and the arbitration-determined Annual License Fee for the period from the commencement of an Extended Term through the date the arbitrator issues its formal Annual License Fee determination. In the event that either party terminates the License in accordance with this paragraph, then no deficiency shall be payable to COUNTY and no refunds shall be due to LICENSEE for the period after the commencement of an Extended Term through the date the arbitrator issues its formal Annual License Fee determination.

#### 4. **FEES:**

A. LICENSEE shall pay to COUNTY an annual license fee ("Annual License Fee") in the amount of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) payable in advance on the Commencement Date and each subsequent Annual License Fee shall be payable on each subsequent anniversary of the Commencement Date continuing throughout the Term which shall be adjusted annually in accordance with Paragraph 5 of this License.

B. If any Annual License Fee or other amounts are not paid when due and payable, LICENSEE shall pay to COUNTY an additional amount of Fifty and 00/100 Dollars (\$50.00) for each overdue Annual License Fee or other amount as an administrative processing charge. The Parties agree that this administrative charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late payment by LICENSEE. Acceptance of any administrative charge shall not constitute a waiver of LICENSEE's default with respect to the overdue Annual License Fee or amount or prevent COUNTY from exercising any of

the other rights and remedies available to COUNTY. If the Annual License Fee and other amounts are not paid when due, then such overdue amounts shall bear simple interest from the date due at the rate of one and one-half percent (1½%) per month until paid in full.

5. **FEE ADJUSTMENTS:** The Annual License Fee initially established at Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) per year shall be subject to an increase on each anniversary of the Commencement Date ("Adjustment Date(s)") during the Term in the amount of three and one half percent (3.5%) over the Annual License Fee immediately preceding the Adjustment Date.

6. **CONDITION OF PREMISES:** The Premises are provided to LICENSEE in its AS-IS condition without any representations or warranties whatsoever, including but not limited to its condition or suitability for LICENSEE's Authorized Equipment or LICENSEE's intended use and LICENSEE expressly acknowledges that COUNTY shall not be in any way liable for and LICENSEE assumes all risk of injury, damage, or loss in its use of the Premises, including without limitation, any risk of injury, damage, or loss regardless of cause to LICENSEE, LICENSEE's Authorized Equipment, or LICENSEE's personal property located on the Premises. Upon the commencement of LICENSEE's use of the Premises, the same shall conclusively be deemed that LICENSEE finds the Premises fit and proper for the purposes for which LICENSEE shall use the Premises.

7. **ASSIGNMENT:** This License shall not be assigned nor shall the Premises be subleased by LICENSEE without the express written approval of the COUNTY, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, LICENSEE shall have the right to assign the License or sublease the Premises without the prior approval of the COUNTY but with prior notice to the COUNTY if the License is assigned or the Premises is subleased to: (a) an affiliate of LICENSEE (defined as entities that directly or indirectly control, are controlled by, or under common control with LICENSEE, (b) any entity with at least ten (10) years of experience as an operator or manager of wireless communications facilities (e.g. Verizon, T-Mobile, Sprint, American Towers, or Crown Castle), and has a net worth of at least Twenty Million Dollars (\$20,000,000) at the time of assignment or sublease, or (c) any entity that acquires all or substantially all of the LICENSEE's assets in the market as defined by the Federal Communications Commission in which the Premises is located (collectively, "Permitted Transfers"). LICENSEE shall be released from all future performance, liabilities and obligations under this License for a Permitted Transfer and a County approved assignment, but not a sublease, provided LICENSEE complies with County's reasonable conditions for an assignment requiring County's approval, including a non-release of LICENSEE's liabilities and obligations under this License to the extent such non-release is reasonable under the circumstances, and further provided that such transferee assumes in writing all of LICENSEE's liabilities and obligations under this License. Any assignment or sublease, other than Permitted Transfers, without the prior written approval of the COUNTY shall be null and void.

8. **COUNTY'S ACCESS TO PREMISES:**

A. COUNTY, or a duly authorized representative of the COUNTY, reserves the right to enter upon the Premises at any reasonable time for the purpose of inspecting the Premises for conformance to this License and for carrying out the functions and purposes of the COUNTY and COUNTY will not be liable for any damages to LICENSEE's Authorized Equipment as a result of exercising its rights pursuant to this paragraph.

B. COUNTY's activities at the Site shall take precedence at all times, and when any work or activity must be performed to carry out the functions and purposes of the COUNTY, LICENSEE must allow the same to be done. COUNTY shall give LICENSEE reasonable notice of impending activities whenever possible.

9. **MAINTENANCE/REPAIRS:**

A. The COUNTY's existing maintenance roads and/or driveways will be available for normal and routine maintenance of the LICENSEE's Authorized Equipment by LICENSEE. Maintenance and inspection of LICENSEE's Authorized Equipment will be the sole responsibility of the LICENSEE and regular inspections are required as necessary to ensure that LICENSEE's Authorized Equipment are maintained in a good and safe

condition. Any damage to COUNTY's property (including but not limited to the existing maintenance roads and/or driveways) or property of others resulting from said maintenance activities by LICENSEE or its employees, agents, contractors, and invitees shall be the sole responsibility of LICENSEE.

B. LICENSEE shall have twenty (20) days from the creation of the need to maintain and repair to perform its obligation to maintain and repair under this paragraph 9, except that LICENSEE shall perform its obligations immediately, if the nature of the problem presents a threat to life, health, or safety of persons or destruction of property ("Emergency Repairs"). If LICENSEE does not perform its obligations within the time limitations in this paragraph 9, and fails to do so within the cure periods set forth in Paragraph 13, COUNTY can, upon written notice to the LICENSEE, perform the obligations and has the right to be reimbursed for the sum it actually expends (including charges for COUNTY's equipment and personnel) in the performance of LICENSEE's obligations.

#### 10. **HAZARDOUS MATERIALS:**

A. Definition. For purposes of this License, the term "Hazardous Substance" means any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Clean Water Act, 33 U.S.C. Sections 1251 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Sections 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Sections 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Sections 25249.5 et seq.; California Health and Safety Code Sections 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Sections 25170.1 et seq.; California Health and Safety Code Sections 25501 et seq. (Hazardous Materials Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Sections 1300 et seq, all as amended, (the above-cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court, (c) petroleum or crude oil other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) asbestos.

B. LICENSEE shall not permit, authorize, or suffer at any time herein relevant the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the Premises of any hazardous substance, or the transportation to or from the Premises of any hazardous substance.

C. LICENSEE shall be solely responsible, at its cost, for any violation of applicable Hazardous Substances laws that is caused by the LICENSEE or its employees, agents, contractors and invitees. LICENSEE shall further indemnify (with counsel reasonably acceptable to COUNTY), protect, defend and hold COUNTY and their officers, agents, employees, and volunteers and the Premises and the Site, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties and loss of permits (including COUNTY's attorneys' and consultants' fees) arising out of or involving any Hazardous Substances present on, used, manufactured, handled, generated, stored, treated, discharged, released, buried, disposed, or brought onto the Premises or the Site by or for LICENSEE, its employees, agents, contractors, invitees, or by anyone under LICENSEE's control. LICENSEE's obligations under this paragraph shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by LICENSEE or by anyone under LICENSEE's control, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this License. No

termination, cancellation or release agreement entered into by COUNTY and LICENSEE shall release LICENSEE from its obligations under this License with respect to Hazardous Substances, unless specifically so agreed by COUNTY in writing at the time of such agreement.

D. LICENSEE shall comply with all applicable laws, statutes, regulations, and orders concerning Hazardous Substances, as defined in subparagraph 11A, relating to LICENSEE's Authorized Equipment on the Premises.

E. LICENSEE shall immediately inform COUNTY of any release of Hazardous Substances caused by LICENSEE or its employees, agents, contractors and invitees. Upon reasonable notice to LICENSEE, COUNTY may inspect LICENSEE's Authorized Equipment on the Premises to determine if any release of Hazardous Substances has occurred, or may occur, from or related to LICENSEE's Authorized Equipment. In removing or modifying LICENSEE's Authorized Equipment as provided in this License, LICENSEE shall also remove all residue of Hazardous Substances related thereto.

11. **UTILITIES:** COUNTY shall have no obligation to furnish to the Premises any electric, gas, water, trash, and or any other utilities.

12. **IMPROVEMENTS:** LICENSEE shall not make any improvements or alterations to the Premises or LICENSEE's Authorized Equipment after its initial installation listed on Exhibit "B" without COUNTY's prior written consent, COUNTY's consent not to be unreasonably withheld, conditioned or delayed. All improvements to the Premises that are directly related to installing, operating and maintaining the LICENSEE's Authorized Equipment shall remain the property of LICENSEE. Upon termination of this License, the LICENSEE shall have the right to remove improvements directly related to operating and maintaining the LICENSEE's Authorized Equipment, which removal shall be completed on or before the expiration or earlier termination of this License. If LICENSEE is, after using diligent efforts, unable to complete its removal on or before the expiration of this License, LICENSEE shall, upon written notice to COUNTY received prior to the expiration or earlier termination of this License, have an additional period of time for the sole purpose of removing LICENSEE's Authorized Equipment not to exceed sixty (60) days after the expiration or earlier termination of this License to complete its removal ("Extended Removal Period"), provided that during any Extended Removal Period, LICENSEE shall pay the Annual License Fee set forth in Paragraph 14. If LICENSEE does not remove LICENSEE's Authorized Equipment on or before the expiration or earlier termination of this License or the Extended Removal Period, if elected by LICENSEE, then COUNTY shall either require LICENSEE, at LICENSEE's expense, to remove LICENSEE's Authorized Equipment, or elect to retake possession of the Premises together with LICENSEE's Authorized Equipment which shall thereupon become the property of the COUNTY without compensation to LICENSEE. The Premises shall be returned to COUNTY in as good a condition and repair as it was initially received by LICENSEE, reasonable wear and tear excepted, and LICENSEE shall repair any damage to the Premises, at the Site, or on adjacent County-owned property caused by LICENSEE's removal of LICENSEE's Authorized Equipment or LICENSEE's use of the Premises.

13. **DEFAULT AND RIGHT TO TERMINATE:**

A. If there should be any default in payment by LICENSEE of the Annual License Fee provided herein or if LICENSEE fails to continuously operate the LICENSEE's Authorized Equipment throughout the Term of the License, including any extensions thereof or abandons LICENSEE's Authorized Equipment, COUNTY may give LICENSEE written notice of such default. This License will not be terminated if: (a) within fifteen (15) days after receipt of such written notice the LICENSEE shall cure the default or breach by payment of the Annual License Fee or any recurring payments stipulated in this License; or (b) within thirty (30) days after receipt of such written notice the LICENSEE shall cure the default or breach by payment of any other monetary payments which may be required under the provisions of this License.

B. Except for any defaults arising from Emergency Repairs, which must be cured immediately but not more than ten (10) days after written notice from COUNTY, and any defaults of monetary payments, which must be cured pursuant to Paragraph 13.A, if LICENSEE should fail to perform, keep or observe any of the terms, conditions or covenants as set forth in this License, COUNTY may give LICENSEE written notice to correct such condition or cure such default.; in which, the following cure periods shall apply:

(1) This License will not be terminated if within thirty (30) days after receipt of such written notice, the LICENSEE shall cure the condition or default.

(2) If such condition or default should continue for thirty (30) days after receipt of written notice of default, COUNTY may at its option elect to terminate this License. Such election to terminate shall not be construed as a waiver of any claim the COUNTY may have against LICENSEE, consistent with such termination.

(3) If, however, the nature of said default is such that more than thirty (30) days are reasonably necessary to correct or cure said default, the License shall not be terminated if LICENSEE shall have commenced the elimination of such default within thirty (30) days after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction.

C. Reserved.

D. Upon any termination of this License, LICENSEE covenants and agrees to surrender the Premises peaceably to the COUNTY immediately upon any such termination, subject to the Extended Removal Period set forth in Paragraph 12. If LICENSEE continues to use the Premises after any termination of this License without County consent (except for the Extended Removal Period set forth in Paragraph 12), COUNTY shall have the right to pursue all available rights and remedies available at law or in equity. In the event of the failure of LICENSEE to remove LICENSEE's Authorized Equipment from the Premises pursuant to Paragraph 12, COUNTY may remove LICENSEE's Authorized Equipment and place the same in storage at the expense of LICENSEE and without liability to COUNTY for loss thereof. LICENSEE agrees to pay COUNTY within thirty (30) days of COUNTY's demand all expenses incurred in such removal, including court costs and attorney's fees and storage charges and/or COUNTY may without notice sell all or any part of said LICENSEE's Authorized Equipment at public or private sale for such prices as COUNTY may obtain, and apply the proceeds of such sale to any expense incidental to the removal and sale of said LICENSEE's Authorized Equipment, with the surplus, if any, being refunded to LICENSEE.

E. The receipt by the COUNTY of any Annual License Fee or of any other sum of money paid by LICENSEE after any default, the termination of this License for any reason, or after the giving by COUNTY of any notice to effect such termination, shall not waive the default, reinstate, continue or extend the Term of this License, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by COUNTY to the LICENSEE prior to the receipt of any such sum of money or other consideration, unless so agreed to be in writing and signed by COUNTY. Any act of the COUNTY or its agents or employees during the Term of this License shall not be deemed to be an acceptance or a surrender of said Premises, excepting an agreement in writing signed by the COUNTY agreeing to accept such surrender.

14. **HOLDING OVER:** If the LICENSEE continues using the Premises after the expiration of the Term or after any termination of this License prior to the expiration of the Term the following shall apply: (i) if LICENSEE has provided timely notice for the Extended Removal Period, then LICENSEE shall be deemed to be holding over at the Premises for the duration of the Extended Removal Period, subject to all the provisions of this License, except, during such holdover, the Annual License Fee shall increase to an amount equal to one hundred fifty percent (150%) over the Annual License Fee immediately in effect prior to the initiation of holdover, which shall be pro-rated and payable monthly during any month-to-month holdover and either party shall have the right to give a notice of termination of said holdover effective on the expiration of the Extended Removal Period or on not less than thirty (30) days prior written notice thereafter; and (ii) if LICENSEE has not exercised or has not timely exercised its option for the Extended Removal Period and if said holdover is with the

consent of the COUNTY, then LICENSEE shall be deemed to be holding the Premises on a month-to-month basis subject to all the provisions of this License, except, during such holdover, the Annual License Fee shall increase to an amount equal to one hundred fifty percent (150%) over the Annual License Fee immediately in effect prior to the initiation of holdover, which shall be pro-rated and payable monthly during any month-to-month holdover, and either party shall have the right to give a notice of termination of said holdover on not less than thirty (30) days prior written notice.

15. **LICENSES AND CERTIFICATIONS:** LICENSEE agrees that it will acquire and maintain those certifications, licenses, approvals and permits required by any Federal, State or local jurisdiction or authority for carrying out the purpose of this License and LICENSEE shall comply with all laws and regulations and industry standard safety measures for the access and use of the LICENSEE's Authorized Equipment on the Premises.

16. **INDEMNIFICATION:** The LICENSEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this License from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. The LICENSEE's indemnification obligation does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

17. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:**

A. COUNTY is a self-insured public entity for purposes of professional liability, general liability and workers' compensation.

B. The LICENSEE agrees to provide insurance set forth in accordance with the requirements herein. The type(s) of insurance required is determined by the scope of the License hereunder. Without in anyway affecting the indemnity herein provided and in support thereof, the LICENSEE shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

(1) **Workers' Compensation/Employers Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand Dollars (\$250,000.00) per accident, per disease per employee, per disease policy limits covering all persons including volunteers providing services on behalf of the LICENSEE.

(2) **Commercial General Liability Insurance** – The LICENSEE shall carry Commercial General Liability Insurance covering all operations performed by or on behalf of the LICENSEE providing coverage for bodily injury and property damage with a combined single limit of One Million Dollars (\$1,000,000.00), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000.00 general aggregate limit.

(3) **Commercial Property Insurance** Providing all risk coverage for the premises, building, fixtures, equipment and all property constituting a part of the Premises. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost. Licensee may self-insure this risk.

(4) **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The

policy shall have a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, per accident.

(5) Umbrella/Excess Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury. The coverage shall also apply to automobile liability. Licensee may use any combination of primary and excess insurance to meet the total limits required.

C. If LICENSEE performs any construction of the Premises on behalf of the COUNTY, LICENSEE shall also procure and maintain coverages as follows:

(1) For construction contracts for projects over One Million Dollars (\$1,000,000.00) and less than Three Million Dollars (\$3,000,000.00) require limits of Three Million Dollars per occurrence and in the aggregate in General Liability and Auto Liability per accident coverage.

(2) For construction contracts for projects over Three Million Dollars (\$3,000,000.00) and less than Five Million Dollars (\$5,000,000.00) require limits of Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate in General Liability and Auto Liability per accident coverage.

(3) For construction contracts for projects over Five Million Dollars (\$5,000,000.00) and less than Ten Million Dollars (\$10,000,000.00) require limits of Ten Million Dollars (\$10,000,000.00) per occurrence and in the aggregate in General Liability and Auto Liability per accident coverage.

(4) Subcontractor Insurance Requirements. The LICENSEE agrees endeavor to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this License to provide insurance covering the contracted operation with the basic requirements for all contracts in B1 and the insurance sections for all contracts in B2, (including waiver of subrogation rights) and including the COUNTY as an additional insured. The LICENSEE agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

(5) Course of Construction/Installation (Builder's Risk) Property insurance or self-insurance providing all risk, including theft coverage for all property and materials to be used on the project.

(6) Self-Insurance. Notwithstanding the forgoing, LICENSEE may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event LICENSEE elects to self-insure its obligation under this Agreement to include LICENSOR as an additional insured, the following conditions apply: (i) LICENSOR shall promptly and no later than thirty (30) days after notice thereof provide LICENSEE with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide LICENSEE with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) LICENSOR shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of LICENSEE; and (iii) LICENSOR shall fully cooperate with LICENSEE in the defense of the claim, demand, lawsuit, or the like.

D. Additional Insured – The required commercial general liability and auto liability insurance policies shall contain endorsements including the COUNTY and their officers, employees, agents and volunteers as additional insureds with respect to liabilities caused, in whole or in part, by Licensee's operations under this License hereunder. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010. LICENSOR's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by LICENSEE, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of LICENSOR, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of LICENSOR, its employees, agents or independent contractors; and, (iii) not exceed LICENSEE's indemnification obligation under this Agreement, if any.

E. Waiver of Subrogation Rights – The LICENSEE shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the LICENSEE waiving the right of subrogation prior to a loss or claim. The LICENSEE hereby waives all rights of subrogation against the COUNTY.

F. Policies Primary and Non-Contributory – The required commercial general liability, auto liability, and excess liability insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

G. Severability of Interests – The LICENSEE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the LICENSEE and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

H. Proof of Coverage – The LICENSEE shall furnish Certificates of Insurance to the COUNTY's Real Estate Services Department (RESA) administering the License evidencing the insurance coverage, including required endorsements, prior to the commencement of performance of services hereunder. LICENSEE shall provide at least thirty (30) days written notice to RESA of cancellation or nonrenewal of any required coverage that is not replaced. LICENSEE shall maintain such insurance from the time LICENSEE commences use under the License hereunder until the end of the period of the License. Within thirty (30) days of the commencement of this License, and within thirty (30) days of County's written request anytime thereafter, the LICENSEE shall furnish such Certificates of Insurance as required in this Subsection 17(H).

I. Acceptability of Insurance Carrier – Unless otherwise approved by the COUNTY Department of Risk Management, insurance shall be written by insurers eligible to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

J. Insurance Review – Insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the COUNTY's Department of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, and only one time during the Initial Term and one time during each Extended Term, the COUNTY's Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this License. LICENSEE agrees to execute any such amendment within sixty (60) days of acceptance of the amended terms.

Any failure, actual or alleged, on the part of RESA or COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of RESA or the COUNTY.

K. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of Ten Thousand Dollars (\$10,000.00) shall be declared to COUNTY's Risk Management Department.

L. Failure to Procure Insurance. All insurance required must be maintained in force at all times by LICENSEE. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the COUNTY to give notice to immediately suspend all LICENSEE's business activities on the Premises. Failure to reinstate said insurance within the thirty (30) days of notice to do so shall be cause for termination and for forfeiture of this License, and/or COUNTY, at its discretion, may procure or renew such insurance and pay any



and all premiums in connection therewith, and all monies so paid by COUNTY shall be repaid by LICENSEE to COUNTY upon demand but only for the pro rata period of non-compliance.

M. COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with LICENSEE in LICENSEE's operations.

The LICENSEE agrees endeavor to require all parties or subcontractors, or others it hires or contracts with related to the use of this License to provide insurance covering such use with the basic requirements and including the COUNTY as additional insured. LICENSEE agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

18. **TAXES, ASSESSMENTS AND LICENSES:** LICENSEE shall pay before delinquency any and all taxes, if any, assessments, fees, or charges, including possessory interest taxes, which may be levied or assessed upon any personal property, improvements or fixtures, if any, installed or belonging to LICENSEE and located within the Premises. LICENSEE shall also pay all license or permit fees necessary or required by law for the conduct of its operation and/or in accordance with Section 107 of the California Revenue and Taxation Code. LICENSEE recognizes and understands that this License may create a possessory interest subject to property taxation and that the LICENSEE may be subject to the payment of property taxes levied on such interest, unless the Parties otherwise agree in writing prior to the start of construction or installation.

19. **BUILDING AND SAFETY REQUIREMENTS:** All LICENSEE's activities under this license must conform to all applicable rules, regulations, laws, ordinances, codes, statutes or orders of any governmental authority, Federal, State or local lawfully exercising authority over LICENSEE's operations. In the event the LICENSEE's use of the Premises is in violation of any regulations, ordinances, statutes or orders, the LICENSEE shall remove or modify the LICENSEE's Authorized Equipment to conform with the applicable regulations within thirty (30) days of receipt of written notice to do so from the COUNTY.

20. **GENERAL COVENANTS AND AGREEMENTS:**

A. The COUNTY may revise, modify, or add provisions to the License as may be required by COUNTY if COUNTY determines, in its reasonable discretion, that such revisions, modifications, and additions are required by applicable laws or regulations for COUNTY to meet the COUNTY's obligations and purposes at the Site so long as such revisions, modifications, or additions do not increase the Annual License Fee as set forth herein, do not materially increase any of LICENSEE's other obligations in this License, and do not materially interfere with LICENSEE's use of the Premises. COUNTY shall provide not less than sixty (60) days prior written notice of any such revisions, modifications, or additions ("Amendment Notice"), and if LICENSEE objects to such required revisions, modifications, and additions, LICENSEE shall notify COUNTY in writing within thirty (30) days after receipt of the Amendment Notice; in which case, either party shall have the right to terminate this License without further obligation (other those that have accrued or survive the expiration or earlier termination of this License) by providing a written termination notice to the other within thirty (30) days after LICENSEE's written objection to the Amendment Notice. The COUNTY's RESD Director shall be authorized to provide such termination notice on behalf of the COUNTY. Any failure by LICENSEE to respond to the Amendment Notice within the time period specified in this paragraph shall be deemed a waiver of its right to terminate pursuant to this paragraph. If the License is not terminated in accordance with this paragraph, such revisions, modifications, or provisions to the License shall be set forth in an amendment to the License, which shall be promptly executed by both Parties. LICENSEE agrees not to use said Premises or the Site, or any part thereof for any purpose in violation of valid applicable laws or ordinances.

B. No political signs shall be permitted at the Site.

C. Uses granted to LICENSEE under this License are valid only to the extent of the COUNTY's existing rights and may be subject to other existing easements and encumbrances.

- D. This License is valid only to the extent of COUNTY jurisdiction. Permits required by other interested agencies shall be the responsibility of the LICENSEE.
- E. If the LICENSEE should refuse or neglect to comply with the provisions of the License, the COUNTY may have such provisions carried out by others at the expense of the LICENSEE. All the terms, covenants and conditions set forth herein are to be strictly complied with by the LICENSEE.
- F. Notwithstanding anything to the contrary in this License, LICENSEE and COUNTY each waives any claims that each may have against the other with respect to loss of profits and consequential, incidental, punitive, or special damages, however caused, based on any theory of liability.
21. **TERMINATION:** LICENSEE may terminate this License if the LICENSEE cannot secure, loses or forfeits any permits or licenses necessary to use or operate the LICENSEE's Authorized Equipment by giving the COUNTY 180 days' prior written notice of any termination pursuant to this paragraph. LICENSEE shall perform all necessary removals in accordance with Paragraph 12 of this License. In the event that LICENSEE fails to remove all of LICENSEE's Authorized Equipment on or before the expiration of the License: (i) if LICENSEE has provided timely notice for the Extended Removal Period, then LICENSEE shall be deemed to be holding over at the Premises for the duration of the Extended Removal Period, subject to all the provisions of this License, except, during such holdover, the Annual License Fee shall increase to an amount equal to one hundred fifty percent (150%) over the Annual License Fee immediately in effect prior to the initiation of holdover, which shall be pro-rated and payable monthly during any month-to-month holdover and either party shall have the right to give a notice of termination of said holdover effective on the expiration of the Extended Removal Period or on not less than thirty (30) days prior written notice thereafter; and (ii) if LICENSEE has not exercised or has not timely exercised its option for the Extended Removal Period and if said holdover is with the consent of the COUNTY, then LICENSEE shall be deemed to be holding over at the Premises on a month-to-month basis, subject to all the provisions of this License, except, during such holdover, the Annual License Fee shall increase to an amount equal to one hundred fifty percent (150%) over the Annual License Fee immediately in effect prior to the initiation of holdover, which shall be pro-rated and payable monthly during any month-to-month holdover and either party shall have the right to give a notice of termination of said holdover on not less than thirty (30) days prior written notice.
22. **INCORPORATION OF PRIOR AGREEMENT:** This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.
23. **WAIVERS:** No waiver by either Party of any provisions of this License shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either Party of the same or any other provisions.
24. **AMENDMENTS:** No provision of this License may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successor in interest, expressing by its terms an intention to modify this License.
25. **SUCCESSORS:** This License shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties hereto.
26. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either Party shall be deemed to be both covenants and conditions.
27. **CONSENT:** Except as otherwise expressly specified, whenever consent or approval of either Party is required, that Party shall not unreasonably withhold, condition or delay such consent or approval.
28. **EXHIBITS:** All exhibits referred to are attached to this License and incorporated by reference.
29. **LAW:** This license shall be construed and interpreted in accordance with the laws of the State of California.

30. **CAPTIONS AND COVER PAGE:** The paragraph captions and the cover page of this License shall have no effect on its interpretations.

31. **SEVERANCE:** If any provision of this License is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this License, and all such other provisions shall remain in full force and effect provided, however, that the purpose of the License is not frustrated. It is the intention of the Parties hereto that if any provision of this License is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

32. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by United States, postage prepaid, first-class mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed delivered and effective upon the earlier of: (i) actual receipt; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is delivered by a reputable overnight courier service or sent by postage pre-paid, United States first-class mail, certified or registered, return receipt requested.

COUNTY's address: County of San Bernardino  
Real Estate Services Department  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0180

LICENSEE's address: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: Site CSL02570; Cell Site Name: Holcomb Valley (CA)  
Fixed Asset #: 13024084  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: Site CSL02570; Cell Site Name: Holcomb Valley (CA)  
Fixed Asset #: 13024084  
208 S. Akard Street  
Dallas, TX 75202-4206

33. **SURVIVAL:** The obligations of the Parties which, by their nature, continue beyond the Term of this License, will survive the termination of this License.

34. **VENUE:** The Parties acknowledge and agree that this License was entered into and intended to be performed in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this License will be in the appropriate Federal or State court, in the County of San Bernardino. Each Party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this License, the Parties hereto agree to use their reasonable efforts to obtain a change of venue to the State court in the County of San Bernardino. This License shall be construed and interpreted in accordance with the laws of the State of California.

35. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under Paragraph 16, INDEMNIFICATION and those arising from COUNTY's collection efforts (whether prior to or as a result of a court action) due to non-payment of the fee or any other amounts overdue under this License.

36. **FORMER COUNTY OFFICIALS:** LICENSEE agrees to provide or has already provided information on Former COUNTY Administrative Officials (as defined below) who are employed by or represent LICENSEE. The information to be provided will include a list of Former COUNTY Administrative Officials who terminated COUNTY employment within the last five (5) years and who are now officers, principals, partners, associates or members of or represent LICENSEE'S business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of LICENSEE. For purposes of this provision, "COUNTY Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "C", List of Former County Administrative Officials.)

For the purposes of this License only, the defined term "Former COUNTY Administrative Officials" who are employed by or represent LICENSEE shall include only those who have been involved in the direct negotiation of this License. To the best of its knowledge, LICENSEE is not aware that there are any such Former COUNTY Administrative Officials.

37. **MATERIAL MISREPRESENTATION:** If during the course of the Term of this License, COUNTY demonstrates with conclusive evidence that LICENSEE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided by LICENSEE with respect to Section 36 of this License, this License may be terminated by written notice by the County to the LICENSEE. If this License is terminated according to this provision, then the COUNTY is entitled to pursue any available legal remedies.

38. **INTERPRETATIONS:** As this License was jointly prepared by both Parties, the language in all parts of this License shall be construed, in all cases, according to its fair meaning, and not for or against either Party hereto.

39. **DISCLOSURE:** All information received by the COUNTY from any source concerning this License, including the License itself, may be treated by the COUNTY as public information subject to disclosure under the provisions of the California Public Records Act, Government Code section 6250 et seq. (the "Public Records Act"). LICENSEE understands that although all materials received by the COUNTY in connection with this License are intended for the exclusive use of the COUNTY, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a LICENSEE has reasonably requested COUNTY to hold in confidence is made to the COUNTY, the COUNTY shall notify the LICENSEE of the request and shall thereafter disclose the requested information unless the LICENSEE, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides COUNTY a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the COUNTY harmless in any/all actions brought to require disclosure. LICENSEE waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event COUNTY fails to notify LICENSEE of any such disclosure request and/or releases any information concerning the contract received from the LICENSEE or any other source.

40. **BROKER'S COMMISSIONS:** LICENSEE is solely responsible for the payment of any commissions to any broker who has negotiated or otherwise provided services on behalf of Licensee in connection with this License.

41. **AUTHORIZED SIGNATORS:** Both Parties to this License represent that the signators executing this document are fully authorized to enter into this License.

**END OF LICENSE.**

\* \* \* \* \*

**COUNTY OF SAN BERNARDINO, a body politic**  
and corporate

**LICENSEE: New Cingular Wireless PCS, LLC, a**  
Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Curt Hagman, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
(Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNED AND CERTIFIED THAT  
A COPY OF THIS DOCUMENT  
HAS BEEN DELIVERED TO THE  
CHAIR OF THE BOARD

Address: 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

LYNNA MONELL, Clerk of the Board of  
Supervisors

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

Date: \_\_\_\_\_

Approved as to Legal Form:

MICHELLE D. BLAKEMORE, County Counsel  
San Bernardino County, California

By: \_\_\_\_\_  
Agnes Cheng, Deputy County Counsel

Date: \_\_\_\_\_

**THE FOLLOWING PAGES T-1 THROUGH T-2, F1, A-1 THROUGH A-3, D-1 THROUGH D-5, E-1 THROUGH E-2 AND G-1 THROUGH G-2 REPRESENT EXHIBIT “A” FOR THE PURPOSES OF THIS LICENSE AGREEMENT**



**SITE NUMBER: CSL02570**  
**SITE NAME: BIG BEAR TRANSFER STATION**  
**FA#: 13024095; USID: 231118**  
**38550 DUMP ACCESS ROAD**  
**BIG BEAR CITY, CA 92314**

**ENGINEERING**

2016 CALIFORNIA BUILDING CODE  
2016 CALIFORNIA TITLE 24  
2016 CALIFORNIA FIRE CODE  
2016 CALIFORNIA ENERGY CODE  
2016 CALIFORNIA MECHANICAL CODE  
TIA/EIA-222-G OR LATEST EDITION

**GENERAL NOTES**

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

**SITE INFORMATION**

**PROPERTY OWNER:** THE COUNTY OF SAN BERNARDINO  
**ADDRESS:** 385 N ARROWHEAD AVE  
SAN BERNARDINO, CA 92415  
**CONTACT:** KEITH BURKE - REAL  
PROPERTY AGENT  
**PHONE:** (909) 677-7961

**APPLICANT:** AT&T  
**ADDRESS:** 3073 ADAMS ST  
RIVERSIDE, CA 92504  
**CONTACT:** BOB STURTEVANT  
**PHONE:** (714) 473-7268

**APPLICANT REPRESENTATIVE:** SMARTLINK  
**ADDRESS:** 3300 IRVINE AVE., STE 300  
NEWPORT BEACH, CA 92660

**LATITUDE (NAD 83):** 34° 18' 36.62" N (34.310172°)  
**LONGITUDE (NAD 83):** -116° 48' 59.85" W (-116.816625°)  
**LONGITUDE/LATITUDE TYPE:** NAD 83  
**GROUND ELEVATION:** 6562.5' AMSL  
**APN #:** 0447-141-10; 0447-141-16  
**ZONING JURISDICTION:** SAN BERNARDINO COUNTY  
**CURRENT ZONING:** BEAR VALLEY/ RESOURCE CONSERVATION  
(BV/RC)

**POWER COMPANY:** SCE  
**TELCO COMPANY:** AT&T  
**PROPOSED USE:** UNMANNED TELECOM FACILITY

**PROJECT TEAM**

**PROJECT MANAGER:** MANAGER - REAL ESTATE  
ADMINISTRATION  
3073 ADAMS ST  
RIVERSIDE, CA 92504  
**CONTACT:** BOB STURTEVANT  
**PHONE:** (714) 473-7268  
rs1456@att.com

**ENGINEER:** INFINIGY ENGINEERING, LLP  
26455 RANCHO PKWY SOUTH  
LAKE FOREST, CA 92630  
**CONTACT:** DAN CONNELL  
**PHONE:** (949) 753-8807  
dconnell@infinigy.com

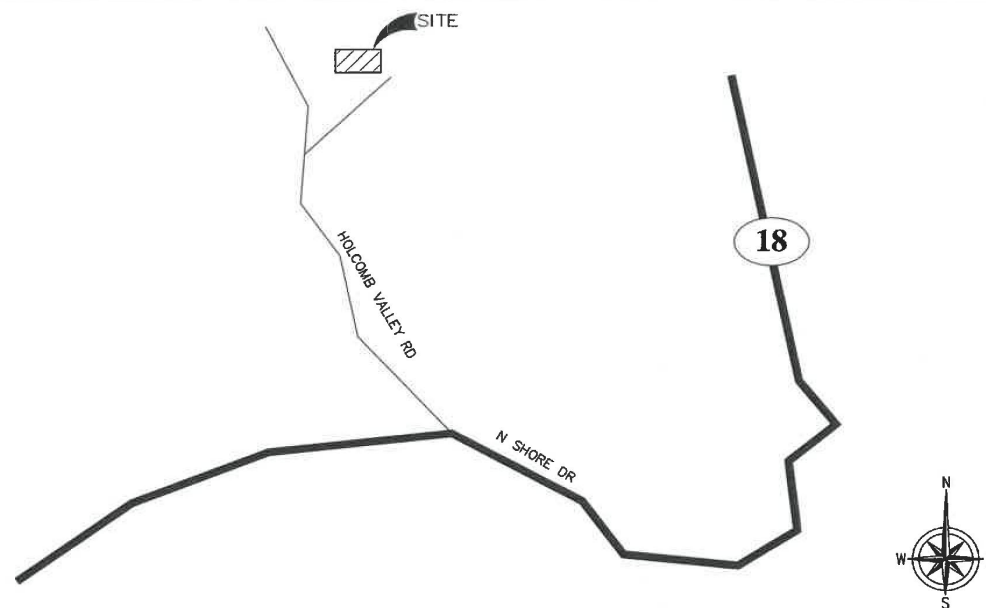
**SITE ACQUISITION:** SMARTLINK LLC.  
3300 IRVINE AVE., STE 300  
NEWPORT BEACH, CA 92660  
**CONTACT:** TOM HANNA  
**PHONE:** (858) 602-6253  
tom.hanna@cmhcg.com

**SITE ACQUISITION:** SMARTLINK LLC.  
3300 IRVINE AVE., STE 300  
NEWPORT BEACH, CA 92660  
**CONTACT:** TOM HANNA  
**PHONE:** (858) 602-6253  
tom.hanna@cmhcg.com

**RF ENGINEER:** AT&T  
1452 EDINGER AVE  
TUSTIN, CA 92780  
**CONTACT:** TARIK OUAZZANI  
**PHONE:** (505) 730-4726  
ot7124@att.com

**CONSTRUCTION MANAGER:** BECHTEL COMMUNICATIONS  
16808 ARMSTRONG AVE  
SUITE 225  
IRVINE, CA 92608  
**CONTACT:** RON VANDERWAL  
**PHONE:** (714) 343-0931  
rvanderw@bechtel.com

**VICINITY MAP**



NO SCALE

**DRIVING DIRECTIONS**

- DIRECTIONS FROM TUSTIN AT&T OFFICE:**
1. GET ON CA-55 N FROM EDINGER AVE
  2. MERGE ONTO CA-91E
  3. TAKE EXIT 51 TO TAKE I-15N
  4. TAKE EXIT 115A TO MERGE ONTO CA-210E
  5. TAKE EXIT 81 FOR CA-330N
  6. TAKE CA-18/HILLTOP BLVD.
  7. TURN LEFT ONTO CA-38W. CONTINUE ONTO CA-18W NORTH SHORE DR
  8. TURN LEFT ONTO HOLCOMB VALLEY RD
  9. THE SITE IS ON THE RIGHT

**CONSTRUCTION DRAWING**

IF USING 11"x17" PLOT, DRAWINGS WILL BE HALF SCALE

**PROJECT DESCRIPTION**

AT&T WIRELESS PROPOSES TO CONSTRUCT A NEW WIRELESS ANTENNA INSTALLATION. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- INSTALLATION OF (1) 6'-8"x6'-8" WALK IN CABINET (WIC) ON CONCRETE PAD
- INSTALLATION OF A 20'X20' WROUGHT IRON FENCE ENCLOSURE
- INSTALLATION OF 100' TALL MONOPINE
- INSTALLATION OF (12) 8'-0" TALL PANEL ANTENNAS
- INSTALLATION OF (1) 4'-0" AT&T MICROWAVE ANTENNA
- INSTALLATION OF (36) RRU'S
- INSTALLATION OF (4) DC9 SURGE SUPPRESSORS TO BE MOUNTED ON (P) MONOPINE
- INSTALLATION OF (1) GPS ANTENNA
- INSTALLATION OF (1) 30KW DIESEL GENERATOR ON CONCRETE SLAB
- POWER & TELCO CABINETS
- POWER & TELCO LINES FROM (E) P.O.C.
- (P) EQUIPMENT & ANTENNA AREA = 886 SQ.FT

**DRAWING INDEX**

SHEET NO:	
T-1	TITLE SHEET
T-2	GENERAL NOTES
F-1	BATTERY INFORMATION
LS-1	TOPOGRAPHIC SURVEY
LS-2	TOPOGRAPHIC SURVEY
A-1	SITE PLAN
A-1.1	ENLARGED SITE PLAN
A-2	EQUIPMENT LAYOUT
A-2.1	ANTENNA LAYOUTS AND SCHEDULES
A-3	ELEVATIONS
D-1	DETAILS
D-2	DETAILS
D-3	DETAILS
D-4	DETAILS
D-5	GENERATOR SPEC. SHEETS
E-1	UTILITY SITE PLAN, ENLARGED UTILITY SITE PLAN AND NOTES
E-2	PANEL SCHEDULE, SINGLE LINE DIAGRAM, DETAILS AND NOTES
G-1	GROUNDING LAYOUT, KEYNOTES, LEGEND & DETAILS
G-2	GROUNDING DETAILS, NOTES
PF1	PRODUCT INFORMATION & NOTES
PF2	POLE AND FOUNDATION
PF3	POLE DETAILS
PF4	AT&T MOUNT DETAILS

**DO NOT SCALE DRAWINGS**

SUBCONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



**UNDERGROUND  
SERVICE ALERT OF  
SOUTHERN CALIFORNIA**  
800-227-2600

48 HOURS BEFORE YOU DIG



1452 EDINGER AVE  
TUSTIN, CA 92780



3300 IRVINE AVE., STE 300  
NEWPORT BEACH, CA 92660

PLANS PREPARED BY:

**INFINIGY8  
ENGINEERING, LLP**

26455 RANCHO PARKWAY SOUTH  
LAKE FOREST, CALIFORNIA 92630

JOB NUMBER 454-000

12	08/24/20	UPDATED TELCO/ACCESS DESIGN
11	07/27/20	UPDATED TELCO DESIGN
10	03/23/20	UPDATED ADDRESS
9	11/12/19	PLAN CHECK COMMENTS
8	11/01/19	100% CONSTRUCTION DRAWINGS
7	10/10/19	100% CONSTRUCTION DRAWINGS
REV	DATE	DESCRIPTION

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

**CSL02570  
BIG BEAR  
TRANSFER STATION**  
**38550 DUMP ACCESS ROAD  
BIG BEAR CITY, CA 92314**

SHEET TITLE  
**TITLE SHEET**

SHEET NUMBER  
**T-1**



A.B.	ANCHOR BOLT	GRND.	GROUND
ABV.	ABOVE	HDR.	HEADER
ACCA	ANTENNA CABLE COVER ASSEMBLY	HGR.	HANGER
ADD'L	ADDITIONAL	HT.	HEIGHT
A.F.F.	ABOVE FINISHED FLOOR	ICGB.	ISOLATED COPPER GROUND BUS
A.F.G.	ABOVE FINISHED GRADE	IN.(")	INCH(ES)
ALUM.	ALUMINUM	INT.	INTERIOR
ALT.	ALTERNATE	LB.(#)	POUND(S)
ANT.	ANTENNA	LB.	LAG BOLTS
APPRX.	APPROXIMATE(LY)	L.F.	LINEAR FEET (FOOT)
ARCH.	ARCHITECT(URAL)	L.	LONG(ITU)DINAL
AWG.	AMERICAN WIRE GAUGE	MAS.	MASONRY
BLDG.	BUILDING	MAX.	MAXIMUM
BLK.	BLOCK	M.B.	MACHINE BOLT
BLKG.	BLOCKING	MECH.	MECHANICAL
BM.	BEAM	MFR.	MANUFACTURER
B.N.	BOUNDARY NAILING	MIN.	MINIMUM
BTGW.	BARE TINNED COPPER WIRE	MISC.	MISCELLANEOUS
B.O.F.	BOTTOM OF FOOTING	MTL.	METAL
B/U	BACK-UP CABINET	(N)	NEW
CAB.	CABINET	NO.(#)	NUMBER
CANT.	CANTILEVER(ED)	N.T.S.	NOT TO SCALE
C.I.P.	CAST IN PLACE	O.C.	ON CENTER
CLG.	CEILING	OPNG.	OPENING
CLR.	CLEAR	P/C	PRECAST CONCRETE
COL.	COLUMN	PCS	PERSONAL COMMUNICATION SERVICES
CONC.	CONCRETE	PLY.	PLYWOOD
CONN.	CONNECTION(OR)	PPC	POWER PROTECTION CABINET
CONST.	CONSTRUCTION	PRC	PRIMARY RADIO CABINET
CONT.	CONTINUOUS	P.S.F.	POUNDS PER SQUARE FOOT
	CONVEY (NAILS)	P.S.I.	POUNDS PER SQUARE INCH
DBL	DOUBLE	P.T.	PRESSURE TREATED
DEPT.	DEPARTMENT	PWR.	POWER (CABINET)
D.F.	DOUGLAS FIR	QTY.	QUANTITY
DIA.	DIAMETER	RAD.(R)	RADIUS
DIAG.	DIAGONAL	REF.	REFERENCE
DM.	DIMENSION	REINF.	REINFORCEMENT(NG)
DWG.	DRAWING(S)	REQ'D.	REQUIRED
DWL.	DOWEL(S)	RGS.	RIGID GALVANIZED STEEL
EA.	EACH	SCH.	SCHEDULE
EL.	ELEVATION	SHT.	SHEET
ELC.	ELECTRICAL	SH.	SIMILAR
ELEV.	ELEVATOR	SPEC.	SPECIFICATION(S)
EMT.	ELECTRICAL METALLIC TUBING	SQ.	SQUARE
E.N.	EDGE NAIL	S.S.	STAINLESS STEEL
ENG.	ENGINEER	STD.	STANDARD
EQ.	EQUAL	STL.	STRUCTURAL
EXP.	EXPANSION	STRUC.	STRUCTURE
EXST.(E)	(E)	TEMP.	TEMPORARY
EXT.	EXTERIOR	THK.	THICK(NESS)
FAB.	FABRICATION(OR)	T.N.	TOE NAIL
F.F.	FINISH FLOOR	T.O.A.	TOP OF ANTENNA
F.G.	FINISH GRADE	T.O.C.	TOP OF CURB
FIN.	FINISH(ED)	T.O.F.	TOP OF FOUNDATION
FLR.	FLOOR	T.O.P.	TOP OF PLATE (PARAPET)
FDN.	FOUNDATION	T.O.S.	TOP OF STEEL
F.O.C.	FACE OF CONCRETE	T.O.W.	TOP OF WALL
F.O.M.	FACE OF MASONRY	TYP.	TYPICAL
F.O.S.	FACE OF STUD	U.G.	UNDER GROUND
F.O.W.	FACE OF WALL	U.L.	UNDERWRITERS LABORATORY
F.S.	FINISH SURFACE	U.N.O.	UNLESS NOTED OTHERWISE
FT.(')	FOOT(FEET)	V.I.F.	VERIFY IN FIELD
FTG.	FOOTING	W	WIDE(WIDTH)
GA.	GROWTH (CABINET)	W/	WITH
GL.	GALVANIZE(D)	WD.	WOOD
G.F.I.	GROUND FAULT CIRCUIT INTERRUPTER	W.P.	WEATHERPROOF
GLB.(GLU-LAM)	GLUE LAMINATED BEAM	WT.	WEIGHT
GPS	GLOBAL POSITIONING SYSTEM	¢	CENTERLINE
		E	PLATE

ABBREVIATIONS			3
	NEW ANTENNA		GROUT OR PLASTER
	EXISTING ANTENNA		EXISTING BRICK
	GROUND ROD		EXISTING MASONRY
	GROUND BUS BAR		CONCRETE
	MECHANICAL GRND. CONN.		EARTH
	CADWELD		GRAVEL
	GROUND ACCESS WELL		PLYWOOD
	ELECTRIC BOX		SAND
	TELEPHONE BOX		WOOD CONT.
	LIGHT POLE		WOOD BLOCKING
	SPOT ELEVATION		STEEL
	SET POINT		CENTERLINE
	REVISION		PROPERTY/LEASE LINE
	GRID REFERENCE		MATCH LINE
	DETAIL REFERENCE		WORK POINT
	ELEVATION REFERENCE		GROUND CONDUCTOR
	SECTION REFERENCE		TELEPHONE CONDUIT
			ELECTRICAL CONDUIT
			COAXIAL CABLE
			OVERHEAD SERVICE CONDUCTORS
			CHAIN LINK FENCING

LEGEND	4
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1. THE LATEST EDITION OF THE AMERICAN INSTITUTE OF ARCHITECTS DOCUMENT A201 "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" ARE INCLUDED IN THESE SPECIFICATIONS AS IF COMPLETELY REPRODUCED HEREIN.	13. CONTRACTORS SHALL PROTECT THE OWNERS' PROPERTY FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE TO NEW AND (E) CONSTRUCTION, STRUCTURE, LANDSCAPING, CURBS, STAIRS, OR EQUIPMENT, ETC., SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE PROPERTY OWNER, OR HIS REPRESENTATIVE, AND AT&T REPRESENTATIVE, AT THE EXPENSE OF THE CONTRACTOR.	15. PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
2. THIS FACILITY IS AN UNOCCUPIED PCS TELECOMMUNICATIONS SITE AND IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.	14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR, AND SHALL REPLACE OR REMEDY, ANY FAULTY, IMPROPER, OR INFERIOR MATERIALS OR WORKMANSHIP, OR ANY DAMAGE WHICH SHALL APPEAR WITHIN ONE YEAR AFTER THE COMPLETION AND ACCEPTANCE OF THE WORK UNDER THIS CONTRACT BY AT&T.	2. THE CONTRACTOR SHALL OBTAIN, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS PARTICIPATING SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE NEW PROJECT, WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS, FIELD CONDITIONS, AND CONFIRM THAT THE PROJECT CAN BE ACCOMPLISHED AS SHOWN, PRIOR TO PROCEEDING WITH SUBMISSION OF BIDS & CONSTRUCTION. SHOULD ANY ERRORS, OMISSION, OR DISCREPANCIES BE FOUND, THE CONTRACTORS SHALL IMMEDIATELY NOTIFY PROJECT MANAGER, AND THE ARCHITECT IN WRITING. IN THE EVENT OF DISCREPANCIES, THE CONTRACTOR SHALL INCLUDE THE MORE COSTLY OR EXTENSIVE WORK IN THE BID, UNLESS SPECIFICALLY DIRECTED OTHERWISE. IF A DISCREPANCY EXISTS AND THE PROJECT MANAGER AND ARCHITECT ARE NOT NOTIFIED, THE GENERAL CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL COSTS INCURRED TO REPAIR OR CORRECT ALL PROBLEMS THAT RESULT.	15. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO LOCATE ALL (E) UTILITIES, WHETHER SHOWN HEREIN OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTORS SHALL BEAR ALL EXPENSES FOR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED IN CONJUNCTION WITH THE EXECUTION OF WORK.	3. CONTRACTOR SHALL CONTACT USA (UNDERGROUND SERVICE ALERT,) AT (800) 227-2600, FOR UTILITY LOCATIONS, 48 HRS BEFORE PROCEEDING WITH ANY EXCAVATION, SITE WORK OR CONSTRUCTION.
4. DRAWINGS SHALL NOT BE SCALED. FIGURED DIMENSIONS HAVE PRECEDENCE OVER DRAWING SCALE AND DETAIL DRAWINGS HAVE PRECEDENCE OVER SMALL SCALE DRAWINGS. CONTRACTOR SHALL CHECK ACCURACY OF ALL DIMENSIONS IN THE FIELD. UNLESS SPECIFICALLY NOTED, DO NOT FABRICATE ANY MATERIALS, OR BEGIN ANY CONSTRUCTION UNTIL THE ACCURACY OF DRAWING DIMENSIONS HAS BEEN VERIFIED AGAINST ACTUAL FIELD DIMENSIONS.	16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE PROJECT SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETED AND ACCEPTED BY AT&T.	4. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE, OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
5. CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER AND THE ARCHITECT IF ANY DETAILS ARE CONSIDERED IMPRACTICAL, UNSUITABLE, UNSAFE, NOT WATERPROOF, OR NOT WITHIN CUSTOMARY TRADE PRACTICE. IF WORK IS PERFORMED, IT WILL BE ASSUMED THAT THERE IS NO OBJECTION TO ANY DETAIL. DETAILS ARE INTENDED TO SHOW THE END RESULT OF THE DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS, AND SHALL BE INCLUDED AS PART OF THE WORK.	17. THE CONTRACTOR SHALL PROVIDE TEMPORARY WATER, POWER AND TOILET FACILITIES AS REQUIRED BY THE PROPERTY OWNER AND THE CITY OR GOVERNING AGENCY.	5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CBC's REQUIREMENTS REGARDING EARTHQUAKE RESISTANCE, FOR, BUT NOT LIMITED TO, PIPING, LIGHT FIXTURES, CEILING GRID, INTERIOR PARTITIONS, AND MECHANICAL EQUIPMENT. ALL WORK MUST COMPLY WITH LOCAL EARTHQUAKE CODES AND REGULATIONS.
6. (E) ELEVATIONS AND LOCATIONS TO BE JOINED SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. IF THEY DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER, AND THE ARCHITECT SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK.	18. THE LATEST EDITION OF ALL PERMITTED AND APPROVED PLANS PERTAINING TO THIS PROJECT SHALL BE KEPT IN A PLAN BOX AND SHALL NOT BE USED BY WORKERS. ALL CONSTRUCTION SETS SHALL REFLECT THE SAME INFORMATION. THE CONTRACTOR SHALL ALSO MAINTAIN IN GOOD CONDITION, ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA AND CHANGE ORDERS, ON THE PREMISES AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF THE JOB SUPERINTENDENT.	6. REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLOT OF SURVEY DRAWING, SHALL NOT BE USED TO IDENTIFY OR ESTABLISH THE BEARING OF TRUE NORTH AT THE SITE. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF SURVEY DRAWING AND ANY SURVEYOR'S MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH, AND SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH THE WORK IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ARCHITECT/ENGINEER.
7. ALL SYMBOLS AND ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, THE PROJECT MANAGER, AND THE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK.	19. THE CONTRACTOR SHALL REMOVE ALL RUBBISH AND WASTE MATERIALS ON A DAILY BASIS, AND SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING THROUGHOUT CONSTRUCTION, INCLUDING FINAL CLEANUP UPON COMPLETION OF WORK. ALL AREAS ARE TO BE LEFT IN A BROOM CLEAN CONDITION AT THE END OF EACH DAY. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR.	7. THE BUILDING DEPARTMENT ISSUING THE PERMITS SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK, OR AS OTHERWISE STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION.
8. THE CONTRACTOR SHALL OBTAIN AND PAY FOR PERMITS, LICENSES AND INSPECTIONS NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUDE THOSE IN THE COST OF THE WORK TO AT&T.	20. THE GENERAL CONTRACTOR MUST PERFORM WORK DURING PROPERTY OWNER'S PREFERRED HOURS TO AVOID DISRUPTION OF NORMAL ACTIVITY.	8. THE ARCHITECT/ENGINEER, CONNELL DESIGN GROUP LLC, AND REPRESENTATIVES OF THE OWNER, MUST BE NOTIFIED AT LEAST TWO FULL DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
9. THE CONTRACTOR SHALL SUPERVISE AND DIRECT ALL WORK, USING THE BEST SKILL AND ATTENTION. HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES AND SEQUENCES, AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT, INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION ENGINEER AND WITH THE LANDLORD'S AUTHORIZED REPRESENTATIVE'S	21. ALL EXPOSED METAL SHALL BE HOT-DIPPED GALVANIZED.	9. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
10. WORKMANSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRADE INVOLVED, AND SHALL MEET OR EXCEED THE FOLLOWING MINIMUM REFERENCE STANDARDS FOR QUALITY AND PROFESSIONAL CONSTRUCTION PRACTICE:	22. SEAL ALL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHALL APPROVED MATERIALS IF AND WHERE APPLICABLE TO THIS FACILITY AND PROJECT SITE.	10. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND THE OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS, OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTORS SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTORS SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.
NRCA - NATIONAL ROOFING CONTRACTORS ASSOCIATION O'HARE INTERNATIONAL CENTER 10255 W. HIGGINS ROAD, SUITE 600 ROSEMONT, IL 60018 SMAA - SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION 4201 LAFAYETTE CENTER DRIVE CHATILLY, VA 22021-1209 ITLP - INTERNATIONAL INSTITUTE FOR LATH AND PLASTER 820 TRANSFER ROAD ST. PAUL, MN 55114-1406 AMA - ADHESIVE MANUFACTURERS ASSOCIATION 401 NORTH MICHIGAN AVENUE, SUITE 2400 CHICAGO, IL 60611	23. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A, 10-BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT CONSTRUCTION AREA.	11. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, BOTH HORIZONTALLY AND VERTICALLY, PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE.
11. THE CONTRACTOR SHALL VERIFY, COORDINATE, AND PROVIDE ALL NECESSARY BLOCKING, BACKING, FRAMING, HANGERS OR OTHER SUPPORTS FOR ALL ITEMS REQUIRING THE SAME.	24. ELECTRICAL POWER SYSTEM SHALL BE GROUNDED PER NEC ARTICLES 250 AND 810.	12. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.
12. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTORS SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS. CONTRACTORS SHALL COMPLY WITH STATE DEPARTMENT OF INDUSTRIAL REGULATIONS AND DIVISION OF INDUSTRIAL SAFETY (OSHA) REQUIREMENTS.	25. ALL NEW OPENINGS IN THE EXTERIOR ENVELOPE OF CONDITIONED SPACES SUCH AS AT WALL AND ROOF PENETRATIONS SHALL BE CAULKED OR SEALED TO LIMIT INFILTRATION OF AIR AND MOISTURES.	13. ANY DRAIN AND/OR FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON "AS-BUILT" DRAWINGS BY GENERAL CONTRACTOR, AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT.
	26. U.N.O., CONTRACTOR SHALL PROVIDE CLOSE-OUT PACKAGE TO AT&T WHICH WILL INCLUDE: (CONTRACTOR SHALL REFER TO THEIR CURRENT CONTRACT FOR A COMPLETE LIST OF DELIVERABLES.) A. BUILDING PERMITS/ELECTRICAL PERMITS B. FINAL INSPECTION CARD C. STAMPED BUILDING PERMIT PLANS D. GROUNDING TEST E. SWEEP TEST F. CONCRETE TEST G. SPECIAL INSPECTION REPORTS H. WARRANTIES, MANUAL, EQUIPMENT SPECIFICATIONS I. SUBCONTRACTOR CONTACT LIST J. RED LINED ASBUILTS K. CONSTRUCTION PROCESS PHOTOS L. SITE COMPLETION PHOTOS M. A WRITTEN REPORT ON ANTENNA SERIAL NUMBER FOR EACH SECTOR N. MANUFACTURER'S PERFORMANCE REPORT FOR EACH ANTENNA CONTRACTOR SHALL REFER TO THEIR CURRENT CONTRACT FOR A COMPLETE LIST OF DELIVERABLES.	14. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.

GENERAL NOTES	2
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1. THE LATEST EDITION OF THE AMERICAN INSTITUTE OF ARCHITECTS DOCUMENT A201 "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" ARE INCLUDED IN THESE SPECIFICATIONS AS IF COMPLETELY REPRODUCED HEREIN.	15. INCLUDE MISC. ITEMS PER AT&T SPECIFICATIONS.	1
2. THIS FACILITY IS AN UNOCCUPIED PCS TELECOMMUNICATIONS SITE AND IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.		
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS PARTICIPATING SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE NEW PROJECT, WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS, FIELD CONDITIONS, AND CONFIRM THAT THE PROJECT CAN BE ACCOMPLISHED AS SHOWN, PRIOR TO PROCEEDING WITH SUBMISSION OF BIDS & CONSTRUCTION. SHOULD ANY ERRORS, OMISSION, OR DISCREPANCIES BE FOUND, THE CONTRACTORS SHALL IMMEDIATELY NOTIFY PROJECT MANAGER, AND THE ARCHITECT IN WRITING. IN THE EVENT OF DISCREPANCIES, THE CONTRACTOR SHALL INCLUDE THE MORE COSTLY OR EXTENSIVE WORK IN THE BID, UNLESS SPECIFICALLY DIRECTED OTHERWISE. IF A DISCREPANCY EXISTS AND THE PROJECT MANAGER AND ARCHITECT ARE NOT NOTIFIED, THE GENERAL CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL COSTS INCURRED TO REPAIR OR CORRECT ALL PROBLEMS THAT RESULT.		
4. DRAWINGS SHALL NOT BE SCALED. FIGURED DIMENSIONS HAVE PRECEDENCE OVER DRAWING SCALE AND DETAIL DRAWINGS HAVE PRECEDENCE OVER SMALL SCALE DRAWINGS. CONTRACTOR SHALL CHECK ACCURACY OF ALL DIMENSIONS IN THE FIELD. UNLESS SPECIFICALLY NOTED, DO NOT FABRICATE ANY MATERIALS, OR BEGIN ANY CONSTRUCTION UNTIL THE ACCURACY OF DRAWING DIMENSIONS HAS BEEN VERIFIED AGAINST ACTUAL FIELD DIMENSIONS.		
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10. WORKMANSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRADE INVOLVED, AND SHALL MEET OR EXCEED THE FOLLOWING MINIMUM REFERENCE STANDARDS FOR QUALITY AND PROFESSIONAL CONSTRUCTION PRACTICE:		
NRCA - NATIONAL ROOFING CONTRACTORS ASSOCIATION O'HARE INTERNATIONAL CENTER 10255 W. HIGGENS ROAD, SUITE 600 ROSEMONT, IL 60018 SMAA - SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION 4201 LAFAYETTE CENTER DRIVE CHATILLY, VA 22021-1209 ITLP - INTERNATIONAL INSTITUTE FOR LATH AND PLASTER 820 TRANSFER ROAD ST. PAUL, MN 55114-1406 AMA - ADHESIVE MANUFACTURERS ASSOCIATION 401 NORTH MICHIGAN AVENUE, SUITE 2400 CHICAGO, IL 60611		
11. THE CONTRACTOR SHALL VERIFY, COORDINATE, AND PROVIDE ALL NECESSARY BLOCKING, BACKING, FRAMING, HANGERS OR OTHER SUPPORTS FOR ALL ITEMS REQUIRING THE SAME.		
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GENERAL CONSTRUCTION NOTES	1
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1452 EDINGER AVE  
TUSTIN, CA 92780

3300 IRVINE AVE., STE 300  
NEWPORT BEACH, CA 92660

PLANS PREPARED BY:

INFINIGY8  
ENGINEERING, LLP

28455 RANCHO PARKWAY SOUTH  
LAKE FOREST, CALIFORNIA 92630

JOB NUMBER 454-000

12	08/24/20	UPDATED TELCO/ACCESS DESIGN
11	07/27/20	UPDATED TELCO DESIGN
10	03/23/20	UPDATED ADDRESS
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CSL02570  
BIG BEAR  
TRANSFER STATION  
38550 DUMP ACCESS ROAD  
BIG BEAR CITY, CA 92314

SHEET TITLE  
GENERAL NOTES

SHEET NUMBER  
T-2



**PYL12V185FT**  
12V 185Ah-8Hr

Proven in the real world, the PYL Series of telecom batteries provides security and long life in extreme climates where other VRLA batteries just don't survive. The PYL technology utilizes proprietary lead alloys and active material additives. The PYL Series is the most cost effective battery solution over the total life cycle and for initial installation in your network.

- Primary lead for Long Life
- UL94 V-0 flame retardant case
- High temperature, long life design
- AGM and spill-proof construction
- Harnesses/connecting bars available
- No maintenance required
- 10+ years design life
- GR-4228 compliant
- UL recognized
- ABS plastic case for durability

**SPECIFICATIONS**

Maximum Charge Current is 25% of the 8 Hr. Rate

Parameter	Rated Capacity	Rated Voltage	Operating Temperature	Dimensions	Weight
12	185 Ah	12.8 V	15 to 45°C (5 to 113°F)	21.0 x 12.5 x 13.2 in.	133.2 lbs.

Amperes to Final voltage: 1.75V per cell @ 25°C (77°F)

Discharge Time (hr)	1	2	3	4	5	6	7	8	9	10	12	15	20
Current (A)	71.2	52.0	41.3	34.4	30.0	26.0	23.1	21.0	19.3	17.7	16.2	14.7	13.2

Watts to Final voltage: 1.75V per cell @ 25°C (77°F)

Discharge Time (hr)	1	2	3	4	5	6	7	8	9	10	12	15	20
Power (W)	829	609	487	407	351	315	275	250	232	215	198	181	163

**PYL12V185FT** 12V 185Ah-8Hr

Rev. 10-22-2012

Dimensions (inches)

Dimensions (mm)

- Float Charge Voltage: 13.65V +/- 0.15V
- Temperature Compensation: The recommended compensation factor is -3mV/C/cell. The standard center point for temperature compensation is 25°C.
- Internal Resistance: Approximately 3.5 mΩ measured with 1kHz AC bridge
- Terminal Torque: 90 in.lbs. (13mm, top); 43.5 in.lbs. (10mm, front)

Temperature and Discharge Capacity

Self-discharge Characteristics

Charging Characteristics (2.25V/cell)

GS Battery (U.S.A.), Inc.  
1150 Northmeadow Parkway, Suite 110  
Roswell, GA 30076  
800-472-2870

www.gsbattery.com

International Certification  
(UL) ISO 9001, ISO 14001  
(2) UL approval, Code: MH12970

**FIRE DEPARTMENT NOTES:**

A. FIRE DEPARTMENT FINAL INSPECTION REQUIRED. SCHEDULE INSPECTION 2 DAYS IN ADVANCE.

B. A CFC PERMIT TO OPERATE BATTERY SYSTEMS WITH STATIONARY LEAD-ACID BATTERIES IS NOT REQUIRED FOR THE QUANTITIES ON SITE.

C. A CFC PERMIT MAY BE REQUIRED FOR THE HAZARDOUS MATERIALS ON SITE.

D. A HAZARDOUS MATERIALS IDENTIFICATION SIGN IS REQUIRED FOR ALL ENTRANCES INTO BATTERY STORAGE AREAS. LETTERS MUST BE AT LEAST 1" IN HEIGHT AND IN A COLOR WHICH CONTRASTS TO THE BACKGROUND OF THE SIGN AND LIST THE FOLLOWING:

CLASS 1 WATER REACTIVE LIQUID  
TOXIC LIQUID  
CORROSIVE LIQUID  
OTHER HEALTH HAZARD LIQUID

E. AN APPROVED METHOD TO NEUTRALIZE SPILLED ELECTROLYTE SHALL BE PROVIDED IN THE BATTERY ROOM.

F. BATTERIES SHALL BE PROVIDED WITH SAFETY VENTING CAPS.

G. LOCATIONS AND CLASSIFICATIONS OF EXTINGUISHERS SHALL BE IN ACCORDANCE WITH THE CALIFORNIA FIRE CODE STANDARD 10-1 AND PLACEMENT IS SUBJECT TO APPROVAL OF THE FIRE INSPECTOR.

H. STORAGE, DISPENSING OR USE OF ANY FLAMMABLE AND COMBUSTIBLE LIQUIDS, FLAMMABLE AND COMPRESSED GASES, AND OTHER HAZARDOUS MATERIALS SHALL COMPLY WITH CALIFORNIA FIRE CODE REGULATIONS.

I. EXIST DOORS SHALL BE ABLE TO OPEN FROM THE INSIDE WITHOUT THE USE OF KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.

J. ADDRESS NUMBERS SHALL BE A MINIMUM 6 INCHES HIGH AND PLAINLY VISIBLE FROM ROADWAY BUILDING IS ADDRESSED ON.

**BATTERY ELECTROLYTE CONTENT:**

NUMBER OF STRINGS: 2  
BATTERIES PER STRING: 4  
TOTAL BATTERIES: 8  
BATTERY WEIGHT: 133.8 LBS  
LEAD (65% BY WT): 86.97 LBS  
ELECTROLYTE (14% BY WT): 18.73 LBS  
ELECTROLYTE VOLUME (.07 GAL/LB): 1.32 GAL  
TOTAL ELECTROLYTE: 10.56 GAL



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**INFINIGY8**  
ENGINEERING, LLP  
26455 RANCHO PARKWAY SOUTH  
LAKE FOREST, CALIFORNIA 92630

JOB NUMBER 454-000

REV	DATE	DESCRIPTION
12	06/24/20	UPDATED TELCO/ACCESS DESIGN
11	07/27/20	UPDATED TELCO DESIGN
10	03/23/20	UPDATED ADDRESS
9	11/12/19	PLAN CHECK COMMENTS
8	11/01/19	100% CONSTRUCTION DRAWINGS
7	10/10/19	100% CONSTRUCTION DRAWINGS

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CSL02570  
BIG BEAR  
TRANSFER STATION  
38550 DUMP ACCESS ROAD  
BIG BEAR CITY, CA 92314

SHEET TITLE  
BATTERY  
INFORMATION

SHEET NUMBER

F-1

**Material Safety Data Sheet**

GS BATTERY USA, Inc., a subsidiary of JAPAN STORAGE BATTERY CO., LTD.

GS FORALAC, ME, PSL, PSL, and PSL Series VRLA REGULATED LEAD-ACID (VRLA) BATTERY, ABSORBED ELECTROLYTE (AGM)

**Section I - Product Identification**

Chemical Name: CHEMTEC 2005 426-8000  
Manufacturer: GS Battery USA Inc.  
1000 Marshall Exchange West Suite 300  
Alpharetta, GA 30022

**Section II - Hazardous Ingredients/Identifiability Information**

Component	Other Name	Approx. %	Signal Word	Health Hazard	Environment
Inorganic Lead/Lead Compounds	7439-92-1	65%-75%	HAZ	HA	NA
Sulfuric Acid	7664-93-8	14-20%	HAZ	HA	HA

**Section III - Physical/Chemical Characteristics**

Property	Value
Boiling Point	337-339°F
Vapor Pressure	15-17 mmHg
Vapor Density	Greater than 1
Specific Gravity	1.285

**Section IV - Fire and Explosion Hazard Data**

Flash Point: 150°F

Flammable Limits: LEL = 4.1% (Hydrogen Gas), UEL = 14.1%

Explosion Limits: 15-17 mmHg

**Section V - Reactivity Data**

Reactivity	Value
Stability	Stable
Reactivity	Reactive

**Section VI - Health Hazard Data**

Health Hazard: Harmful by all routes of entry.

Lead Compounds: Harmful exposure can occur only when product is heated, distilled, or otherwise processed or damaged to create dust, vapor or fumes.

Sulfuric Acid: Breathing sulfuric acid vapors and mists may cause severe respiratory irritation. Lead Compounds: Dust or fumes may cause irritation of upper respiratory tract or lungs.

**Section VII - Environmental Data**

Environmental Data: May cause severe irritation of the mouth, throat, nose, and eyes. May cause skin irritation, rashes, swelling, itching, and severe crusting. Acute ingestion should be treated by a physician.

**Section VIII - Control Measures**

Personal Protection: Wear eye protection, gloves, and a respirator. Use proper ventilation. Avoid breathing dust, vapor, or fumes.

First Aid: If inhaled, move to fresh air. If on skin, wash with soap and water. If in eyes, flush with water for 15 minutes.

**Section IX - Disposal**

Disposal: Dispose of in accordance with local, state, and federal regulations. Do not discharge or discharge acid to sewer.

**Section X - Precautions for Safe Handling and Use**

Precautions: Do not breathe dust, vapor, or fumes. Do not ingest. Do not get on skin or clothes. Do not get in eyes. Do not discharge or discharge acid to sewer.

**Section XI - General Information**

General Information: This is not a release of material unless the same is damaged or broken. If broken, do not use. Do not use for anything other than its intended purpose. Do not use for anything other than its intended purpose.

**Section XII - Regulatory Information**

Regulatory Information: This is not a release of material unless the same is damaged or broken. If broken, do not use. Do not use for anything other than its intended purpose. Do not use for anything other than its intended purpose.

**Section XIII - Regulatory Information**

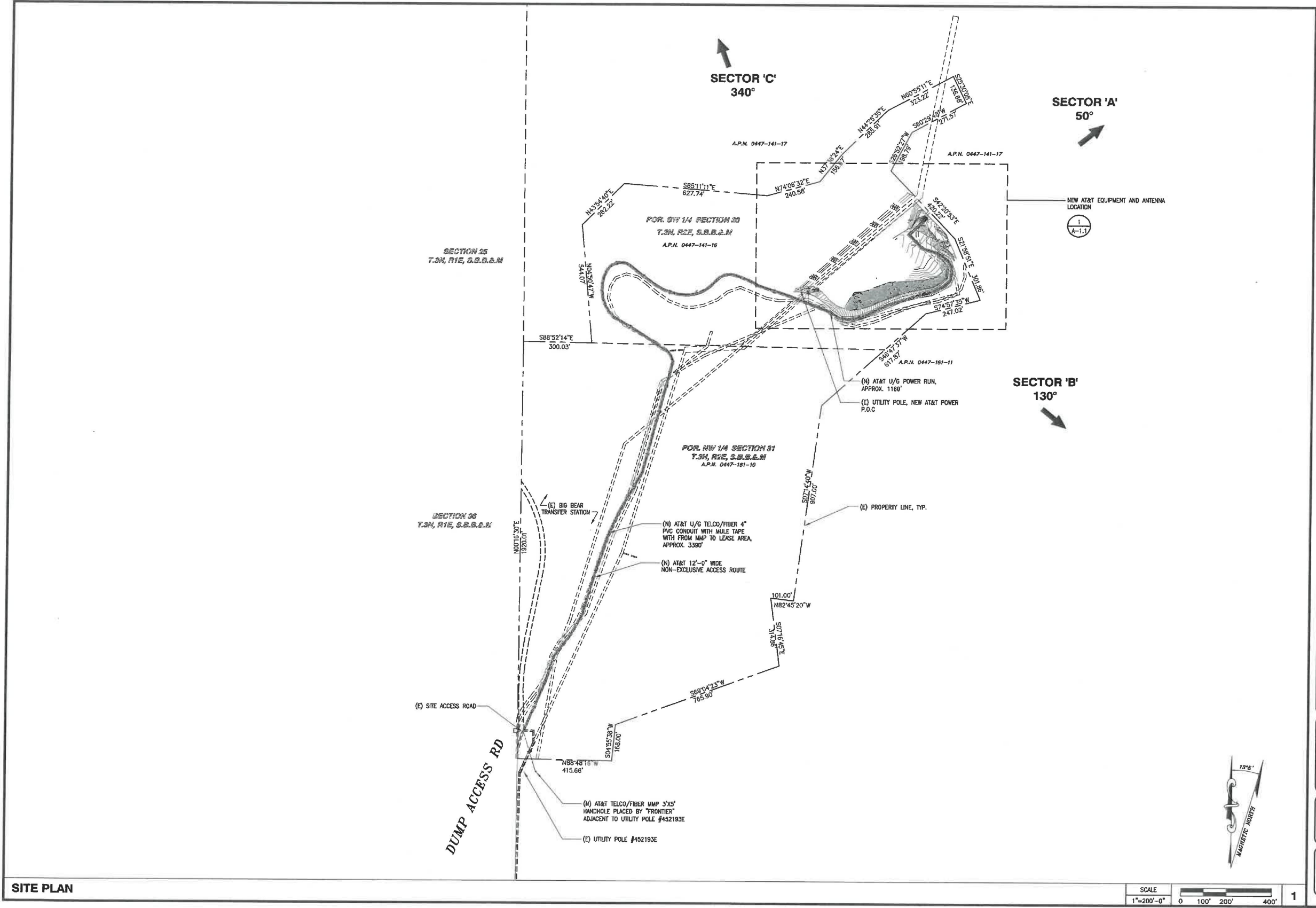
Regulatory Information: This is not a release of material unless the same is damaged or broken. If broken, do not use. Do not use for anything other than its intended purpose. Do not use for anything other than its intended purpose.

**Section XIV - Disposal**

Disposal: Dispose of in accordance with local, state, and federal regulations. Do not discharge or discharge acid to sewer.

**Section XV - General Information**

General Information: This is not a release of material unless the same is damaged or broken. If broken, do not use. Do not use for anything other than its intended purpose. Do not use for anything other than its intended purpose.



SITE PLAN

SCALE  
1"=200'-0"

0 100' 200' 400'

1



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NEWPORT BEACH, CA 92660

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ENGINEERING, LLP

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LAKE FOREST, CALIFORNIA 92630

JOB NUMBER 454-000

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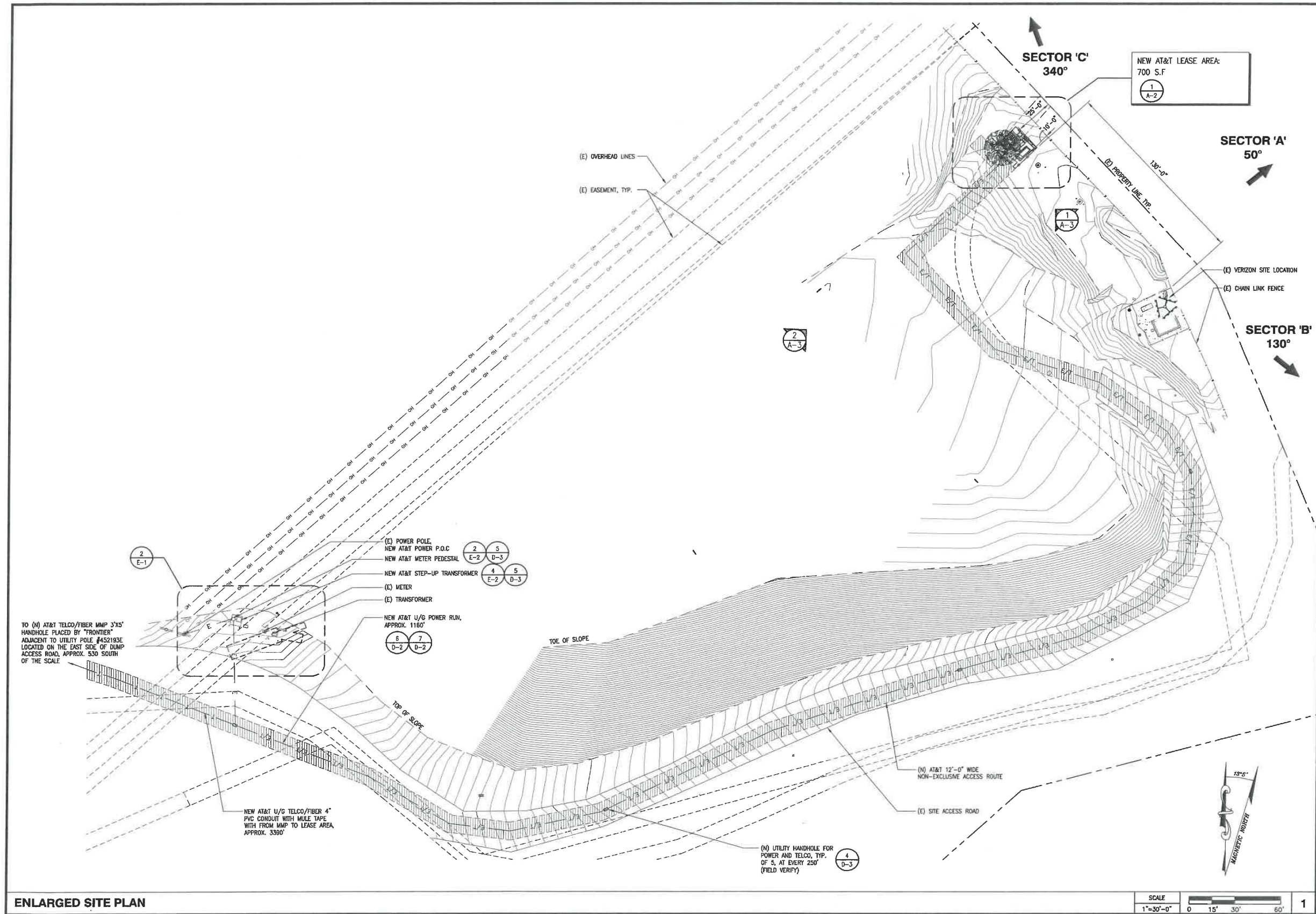
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BIG BEAR  
TRANSFER STATION  
38550 DUMP ACCESS ROAD  
BIG BEAR CITY, CA 92314

SHEET TITLE  
SITE PLAN

SHEET NUMBER

**A-1**





ENLARGED SITE PLAN

SCALE  
1"=30'-0"  
0 15' 30' 60'

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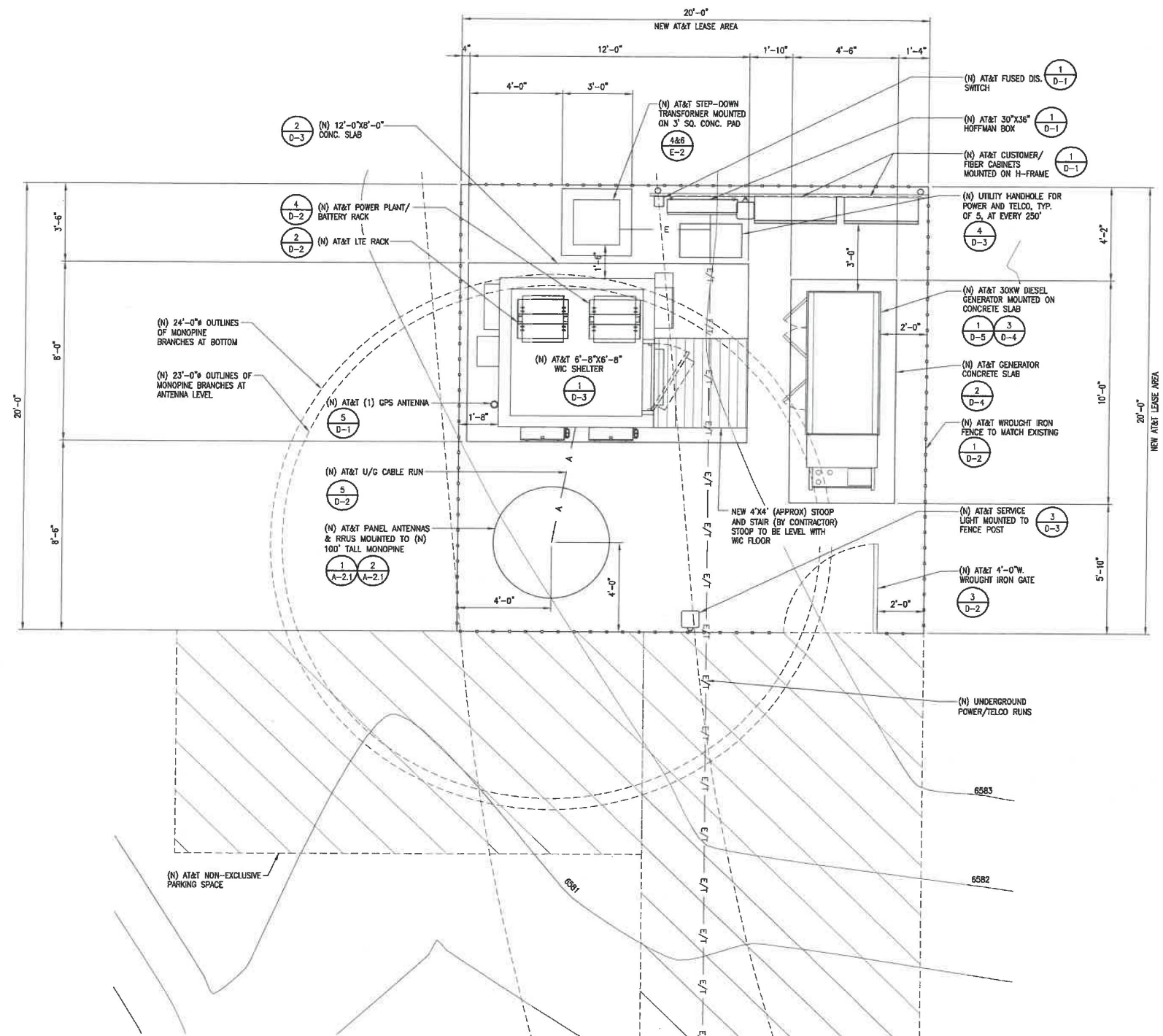
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SHEET TITLE  
ENLARGED SITE PLAN

SHEET NUMBER  
**A-1.1**

NOTE:  
(N) ANTENNAS, RRUS & MONOPINE  
BRANCHES NOT SHOWN ON DRAWING  
FOR CLARITY



EQUIPMENT LAYOUT

SCALE  
3/8"=1'-0"  
0 1' 2' 4'

1



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SHEET TITLE  
EQUIPMENT LAYOUT

SHEET NUMBER

**A-2**



(N) ANTENNA AND TRANSMISSION CABLE REQUIREMENTS									
SECTOR	(N) TECHNOLOGY	ANTENNA		ANTENNA AZIMUTH	RAD CENTER	TRANSMISSION LINES (LENGTH FT. +/-)			
		TYPE	SIZE (4', 6', 8')			FEEDER/JUMPER LENGTH	FEEDER/JUMPER TYPE	DC CABLE	
SECTOR "A"	A1	LTE	800-10966K	8'	50'	80'-0"	±6'-0"	LDF4 (1/2")	±100' (AWG #8)
	A2	LTE	QS8658-3E	8'	50'	80'-0"	±6'-0"	LDF4 (1/2")	±100' (AWG #8)
	A3	LTE	QS8658-3E	8'	50'	80'-0"	±6'-0"	LDF4 (1/2")	±100' (AWG #8)
	A4	LTE	QS8658-3E	8'	50'	80'-0"	±6'-0"	LDF4 (1/2")	±100' (AWG #8)
SECTOR "B"	B1	LTE	TPA-45R-KUBAA-K	8'	130'	93'-0"	±6'-0"	LDF4 (1/2")	±110' (AWG #8)
	B2	LTE	QS8458-5	8'	130'	93'-0"	±6'-0"	LDF4 (1/2")	±110' (AWG #8)
	B3	LTE	QS8458-5	8'	130'	93'-0"	±6'-0"	LDF4 (1/2")	±110' (AWG #8)
	B4	LTE	QS8458-5	8'	130'	93'-0"	±6'-0"	LDF4 (1/2")	±110' (AWG #8)
SECTOR "C"	C1	LTE	TPA-45R-KUBAA-K	8'	340'	93'-0"	±6'-0"	LDF4 (1/2")	±110' (AWG #8)
	C2	LTE	QS8458-5	8'	340'	93'-0"	±6'-0"	LDF4 (1/2")	±110' (AWG #8)
	C3	LTE	QS8458-5	8'	340'	93'-0"	±6'-0"	LDF4 (1/2")	±110' (AWG #8)
	C4	LTE	QS8458-5	8'	340'	93'-0"	±6'-0"	LDF4 (1/2")	±110' (AWG #8)

REMOTE RADIO UNITS (RRU'S)							
SECTOR		RRU UP or DOWN	RRU COUNT	RRU LOCATION (DISTANCE FROM ANTENNA)	RRU MIN. CLEARANCES		
					ABOVE	BELOW	SIDES
SECTOR "A"	A1	UP	3	<3'-0"	18"	8"	8"
	A2	UP	3	<3'-0"	18"	8"	8"
	A3	UP	3	<3'-0"	18"	8"	8"
	A4	UP	3	<3'-0"	18"	8"	8"
SECTOR "B"	B1	UP	3	<3'-0"	18"	8"	8"
	B2	UP	3	<3'-0"	18"	8"	8"
	B3	UP	3	<3'-0"	18"	8"	8"
	B4	UP	3	<3'-0"	18"	8"	8"
SECTOR "C"	C1	UP	3	<3'-0"	18"	8"	8"
	C2	UP	3	<3'-0"	18"	8"	8"
	C3	UP	3	<3'-0"	18"	8"	8"
	C4	UP	3	<3'-0"	18"	8"	8"

TOTAL EQUIPMENT COUNT:  
ANTENNAS: 12  
RRUS: 36  
SURGE SUPPRESSORS: 4  
MICROWAVE DISH: 1

RRU MODELS (PER SECTOR):  
(1) B5/B12 RRU 4449  
(1) B25/B66A RRU 8843  
(1) B14 RRU 4478  
(1) B29 RRUS-E2  
(1) B30 RRU 4415  
(7) FUTURE RRUS  
(12) TOTAL RRUS PER SECTOR

NOTE:  
FINAL BBU: (2) X BB6630 LTE  
(1) X BB6630 5G



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SHEET TITLE  
ANTENNA LAYOUTS  
AND SCHEDULES

SHEET NUMBER

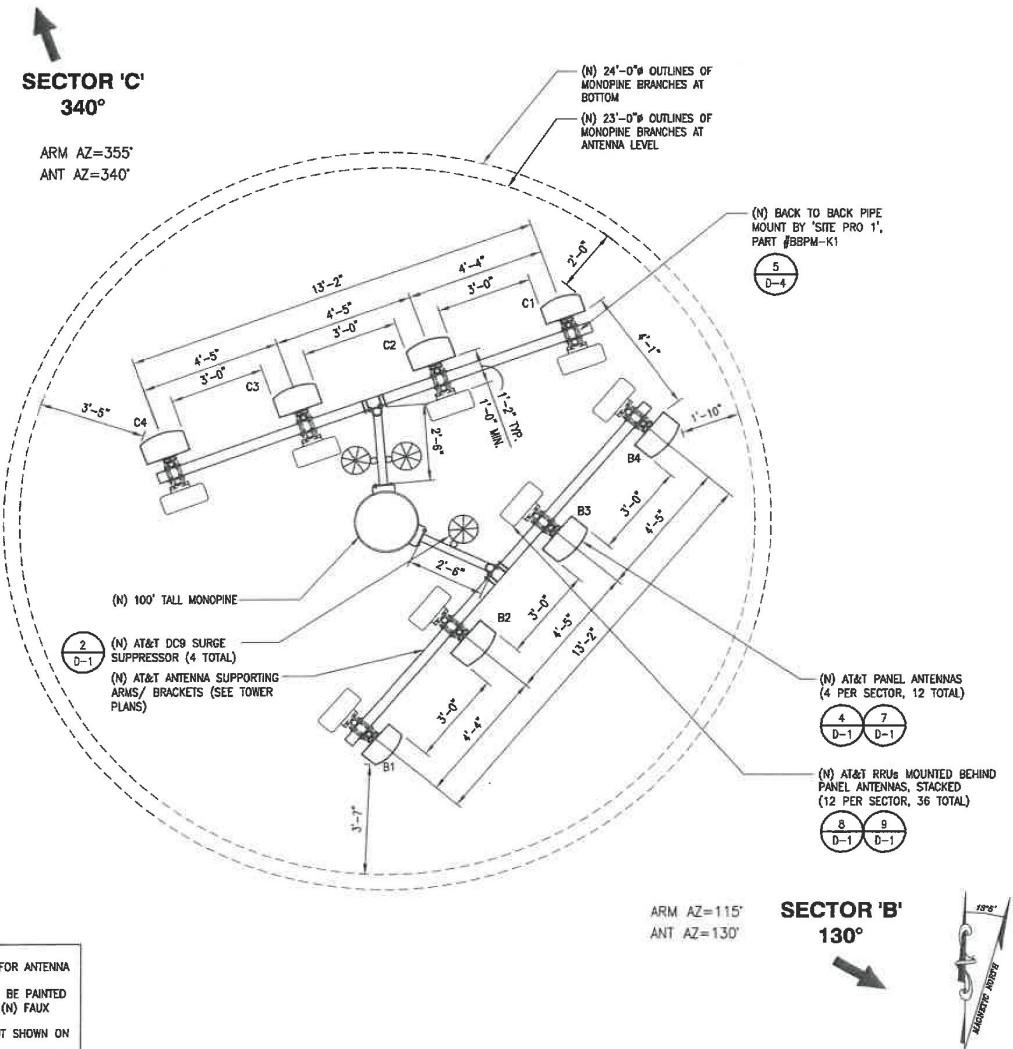
A-2.1

ANTENNA / RRU SCHEDULES

3

SECTOR 'C'  
340°

ARM AZ=355°  
ANT AZ=340°



NOTE:  
1. SEE RF CONFIGURATION FOR ANTENNA SIZES.  
2. (N) PANEL ANTENNAS TO BE PAINTED AND SOKED TO MATCH (N) FAUX NEEDLES.  
3. MONOPINE BRANCHES NOT SHOWN ON DRAWING FOR CLARITY

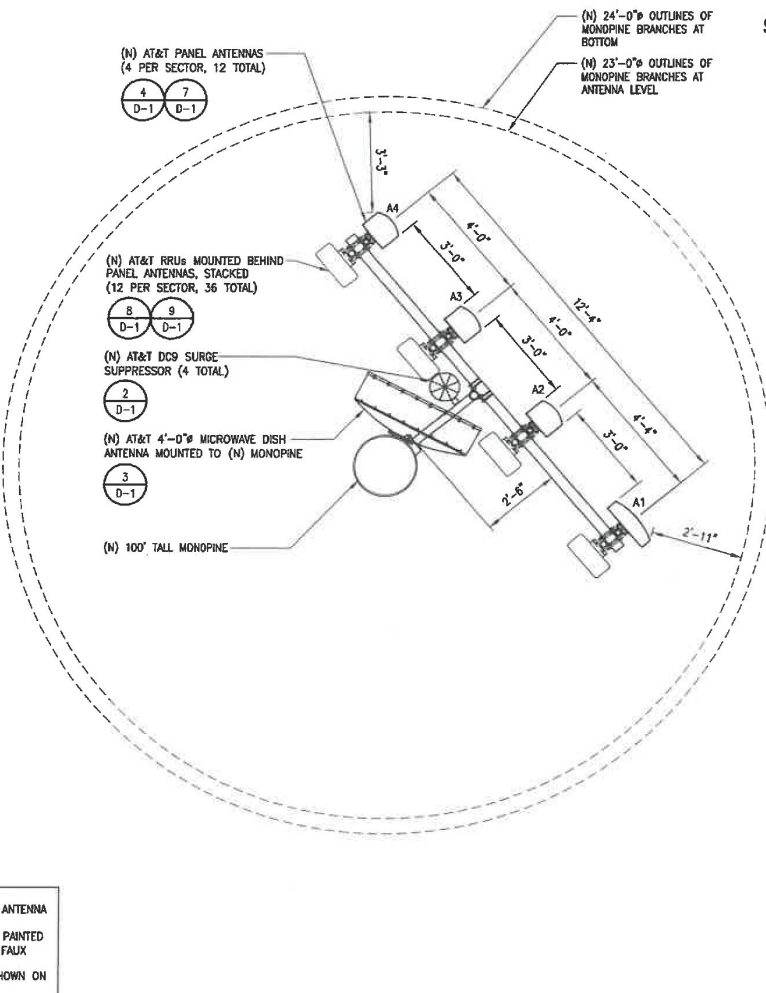
ANTENNA LAYOUT AT 93'-0" RAD CENTER (SECTOR 'B' & 'C')

SCALE  
3/8"=1'-0" 0 1' 2' 4'

2

SECTOR 'A'  
50°

ARM AZ=50°  
ANT AZ=50°

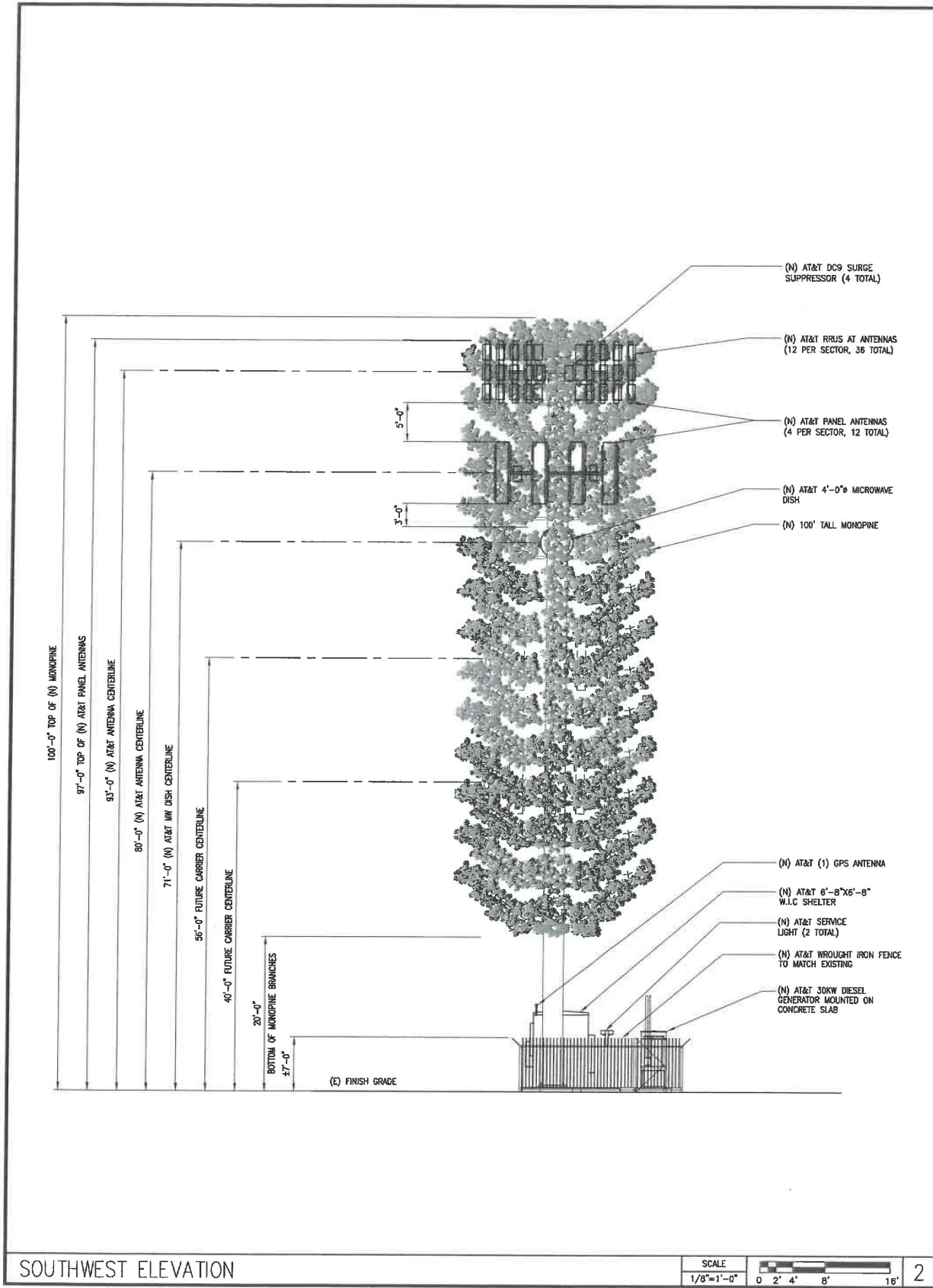


NOTE:  
1. SEE RF CONFIGURATION FOR ANTENNA SIZES.  
2. (N) PANEL ANTENNAS TO BE PAINTED AND SOKED TO MATCH (N) FAUX NEEDLES.  
3. MONOPINE BRANCHES NOT SHOWN ON DRAWING FOR CLARITY

ANTENNA LAYOUT AT 80'-0" RAD CENTER (SECTOR 'A')

SCALE  
3/8"=1'-0" 0 1' 2' 4'

1

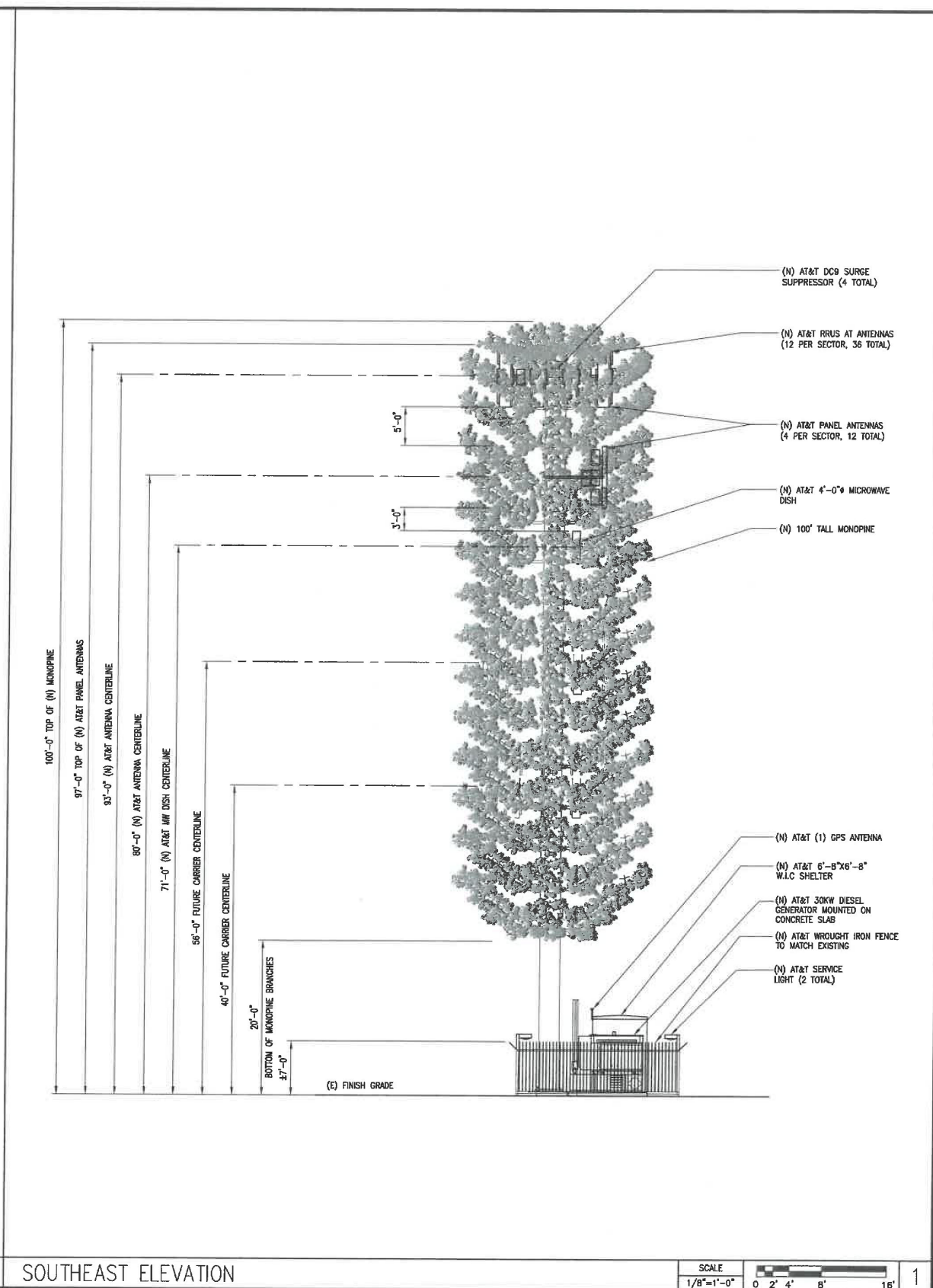


SOUTHWEST ELEVATION

SCALE 1/8"=1'-0"

0 2' 4' 8' 16'

2



SOUTHEAST ELEVATION

SCALE 1/8"=1'-0"

0 2' 4' 8' 16'

1

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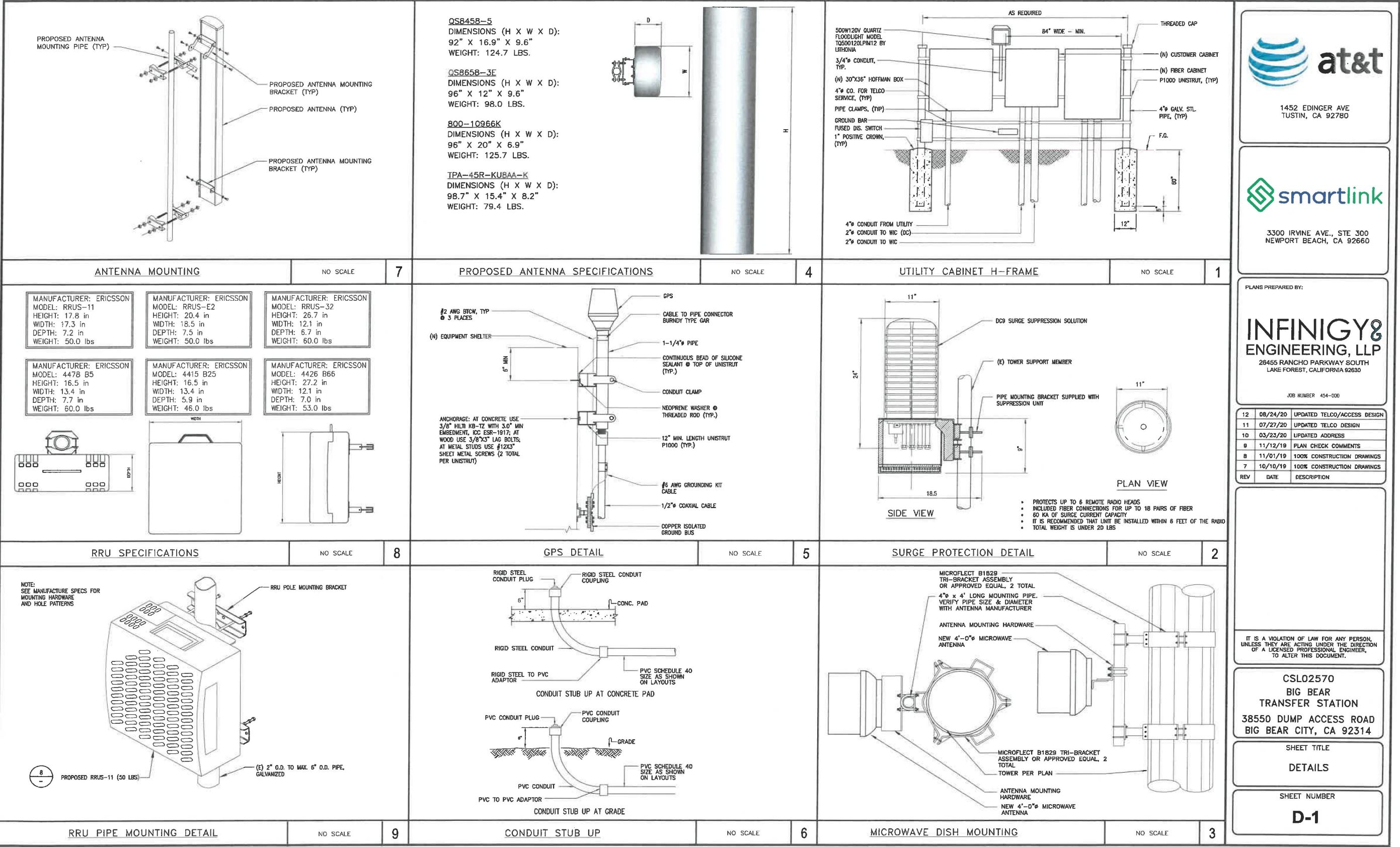
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SHEET TITLE  
ELEVATIONS


SHEET NUMBER  
**A-3**







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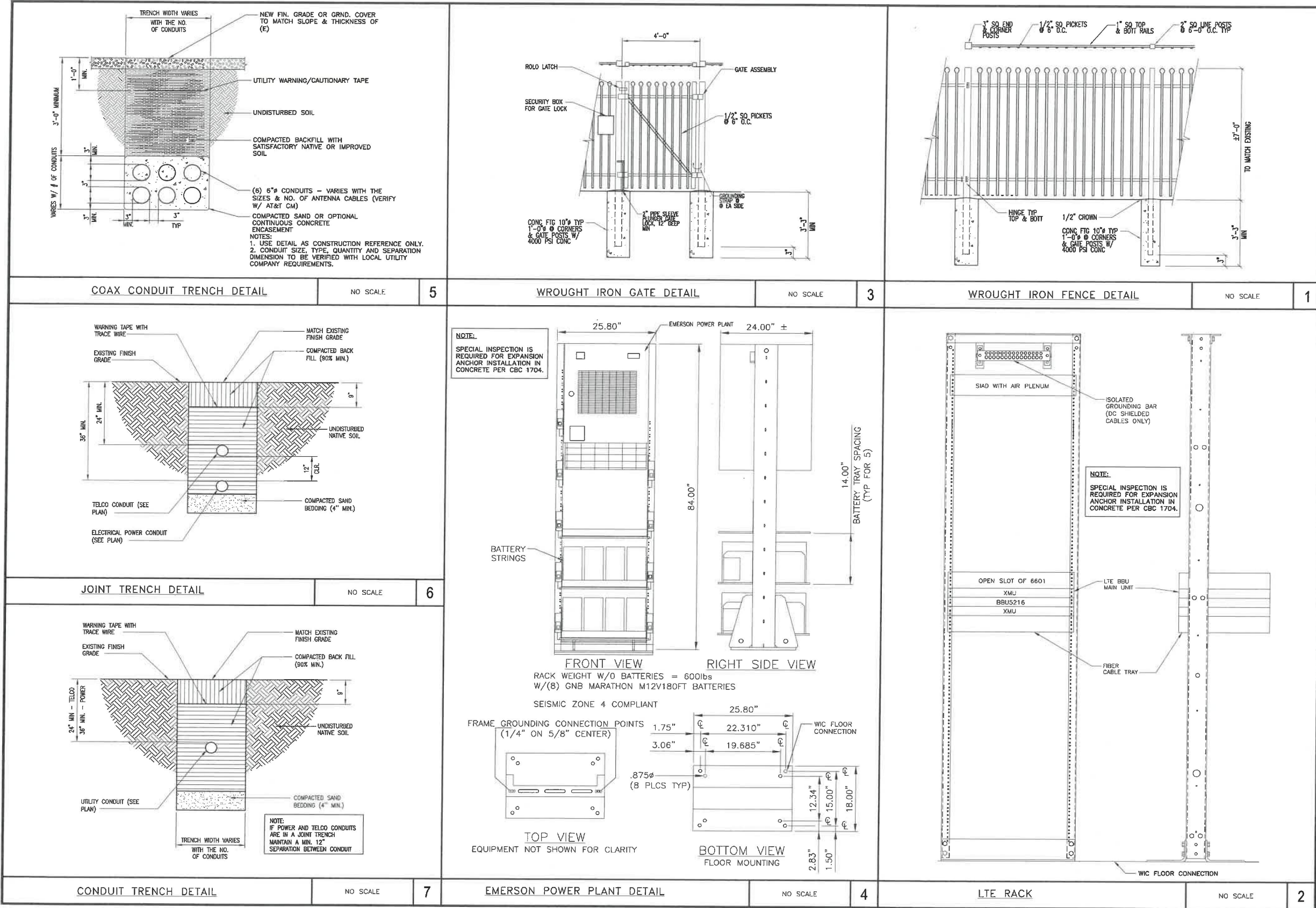
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SHEET TITLE  
DETAILS

SHEET NUMBER  
D-1





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TUSTIN, CA 92780

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JOB NUMBER: 454-000

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REV	DATE	DESCRIPTION

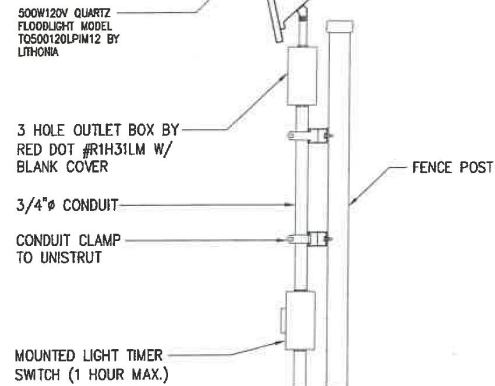
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BIG BEAR CITY, CA 92314

SHEET TITLE  
DETAILS

SHEET NUMBER  
**D-2**

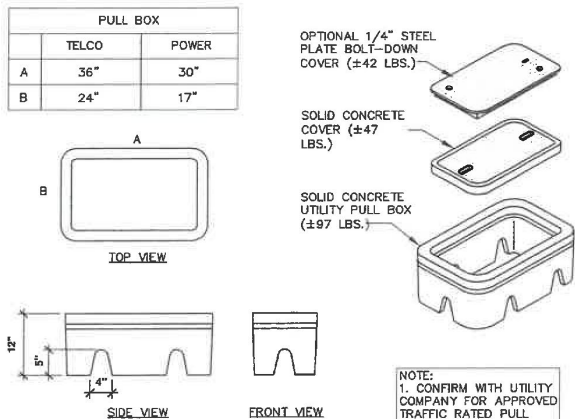




SERVICE LIGHT DETAIL

NO SCALE

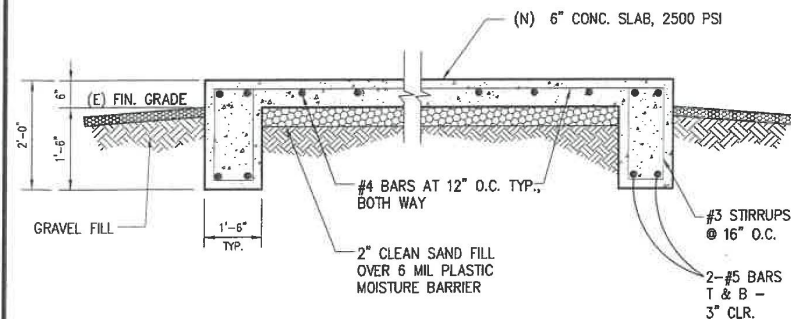
3



PULL BOX DETAIL

NO SCALE

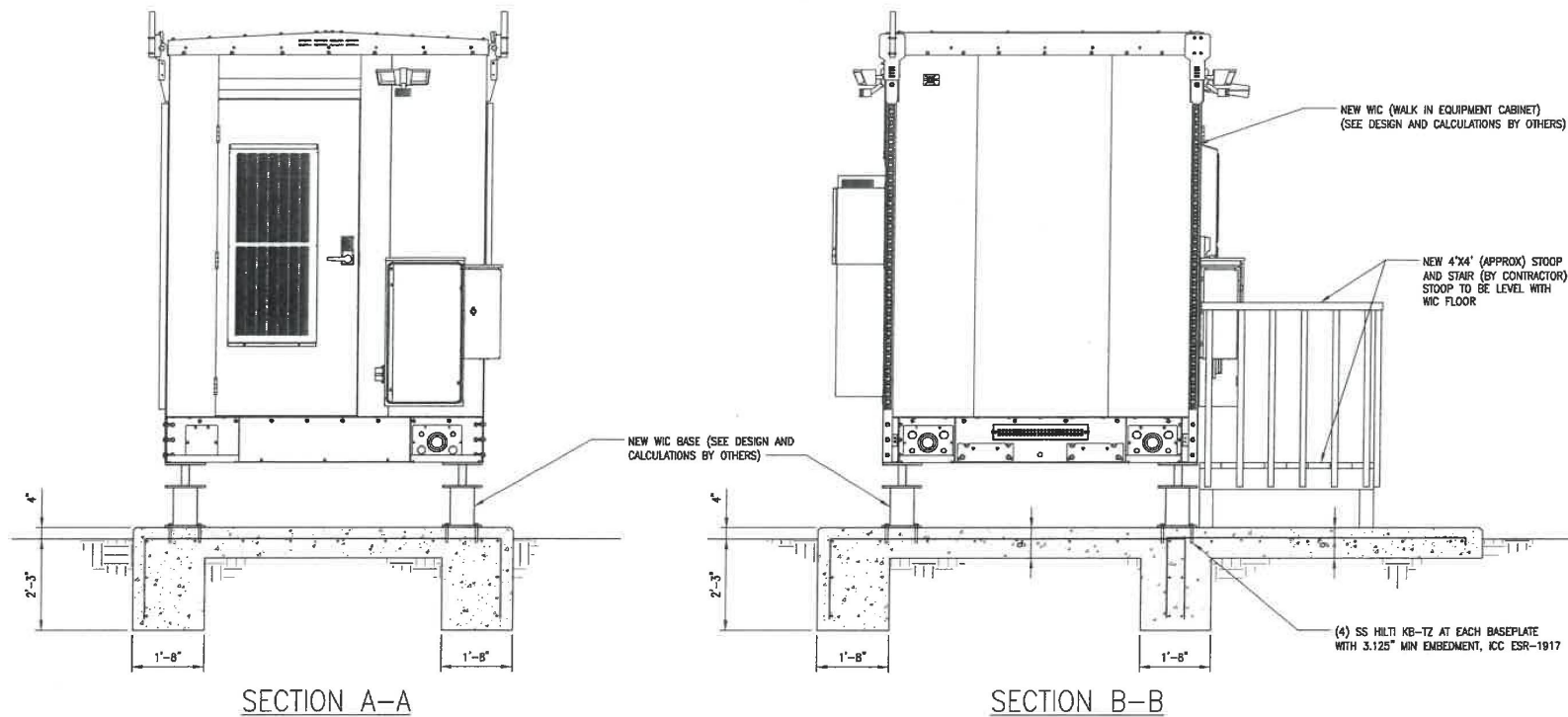
4



CONCRETE SLAB DETAIL

NO SCALE

5



WIC FOUNDATION SECTIONS

SCALE:  
NONE

1

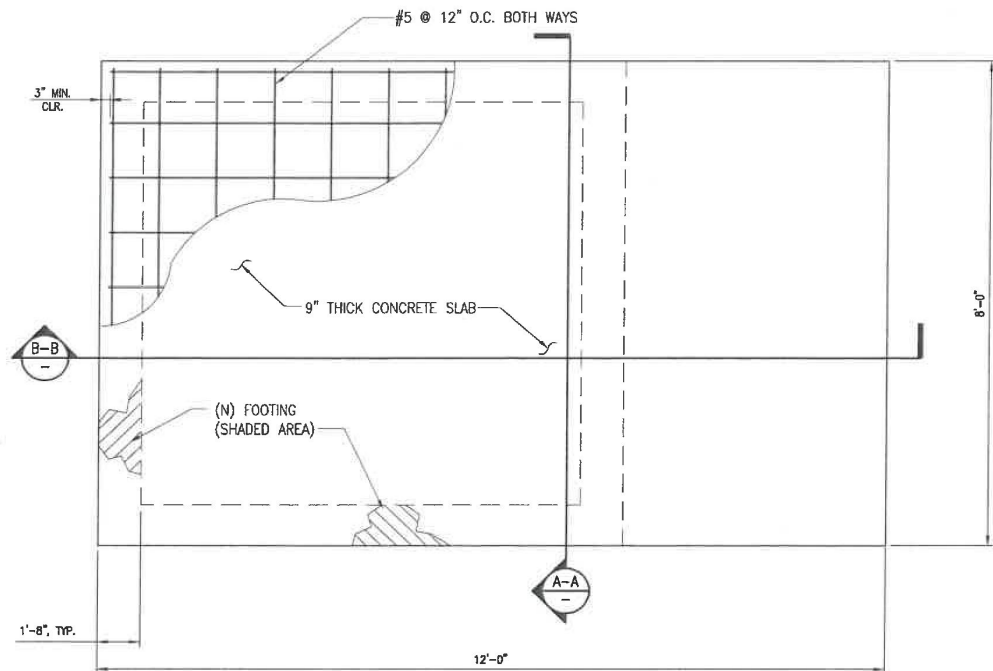
NOTES:

1. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4500 PSI AT 28 DAYS WITH TYPE V CEMENT AND A CEMENT/WATER RATIO OF 0.45 OR LESS
2. ALL CONCRETE SHALL BE CONSOLIDATED BY INTERNAL VIBRATION IN ACCORDANCE WITH A.C.I. STANDARDS 309-72 RECOMMENDED PRACTICE FOR CONSOLIDATION OF CONCRETE.
3. ALL COLD WEATHER/HOT WEATHER CONCRETE PLACEMENT SHALL BE IN ACCORDANCE WITH A.C.I. 305 AND 306.
4. FOUNDATION FOR SHELTER BASED ON 1500PSF (MIN) BEARING VALUE. PER THE 2016 C.B.C.
5. PROVIDE CONCRETE TEST CYLINDERS: 1 AT 7 DAYS, 2 AT 28 DAYS. SUBMIT TEST DATA TO CONSTRUCTION MANAGER FOR REVIEW & APPROVAL.
6. SAWCUT AND REMOVE INTERFERING PAVEMENT AS NECESSARY FOR FOUNDATION CONSTRUCTION.
7. PLACE 6 MIL VISQUEEN MOISTURE BARRIER AND COVER WITH 2" OF CLEAN SAND.

REINFORCING STEEL:

1. ALL REINFORCING STEEL SHALL BE ASTM A615 GRADE 60 BARS
2. ALL DETAILING, FABRICATION, PLACING AND SUPPORTS SHALL BE IN ACCORDANCE WITH A.C.I. 318-89 AND C.R.S.I.

CONTRACTOR TO VERIFY AND COORDINATE PROPER GRADE WITH CONSTRUCTION MANAGER



WIC FOUNDATION PLAN

SCALE:  
NONE

2



1452 EDINGER AVE  
TUSTIN, CA 92780



3300 IRVINE AVE., STE 300  
NEWPORT BEACH, CA 92660

PLANS PREPARED BY:

**INFINIGY8**  
ENGINEERING, LLP  
26455 RANCHO PARKWAY SOUTH  
LAKE FOREST, CALIFORNIA 92630

JOB NUMBER 454-000

REV	DATE	DESCRIPTION
12	06/24/20	UPDATED TELCO/ACCESS DESIGN
11	07/27/20	UPDATED TELCO DESIGN
10	03/23/20	UPDATED ADDRESS
9	11/12/19	PLAN CHECK COMMENTS
8	11/01/19	100% CONSTRUCTION DRAWINGS
7	10/10/19	100% CONSTRUCTION DRAWINGS

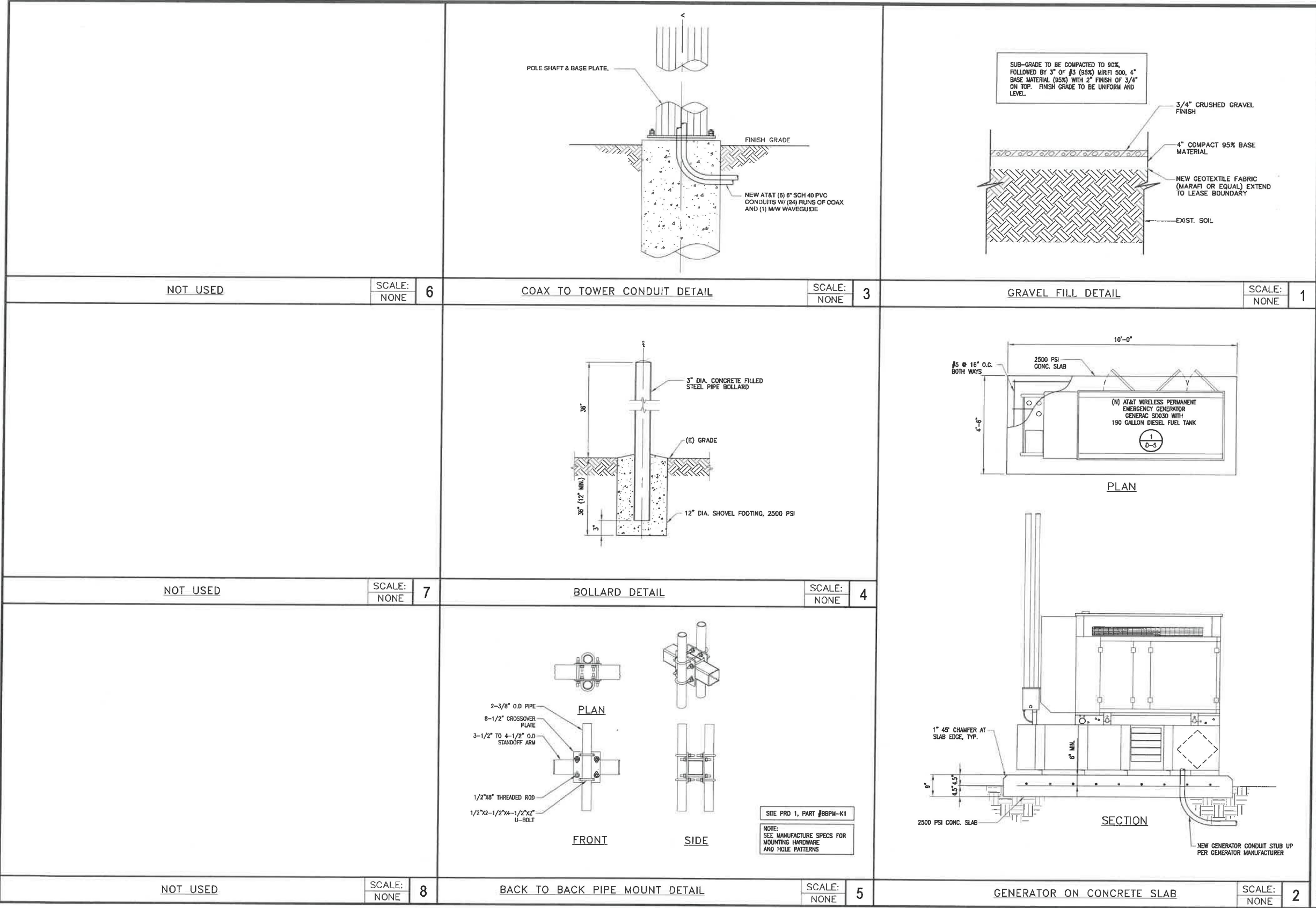
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CSL02570  
BIG BEAR  
TRANSFER STATION  
38550 DUMP ACCESS ROAD  
BIG BEAR CITY, CA 92314

SHEET TITLE  
DETAILS

SHEET NUMBER

**D-3**



1452 EDINGER AVE  
TUSTIN, CA 92780

3300 IRVINE AVE., STE 300  
NEWPORT BEACH, CA 92660

PLANS PREPARED BY:  
**INFINIGY8**  
ENGINEERING, LLP  
28455 RANCHO PARKWAY SOUTH  
LAKE FOREST, CALIFORNIA 92630  
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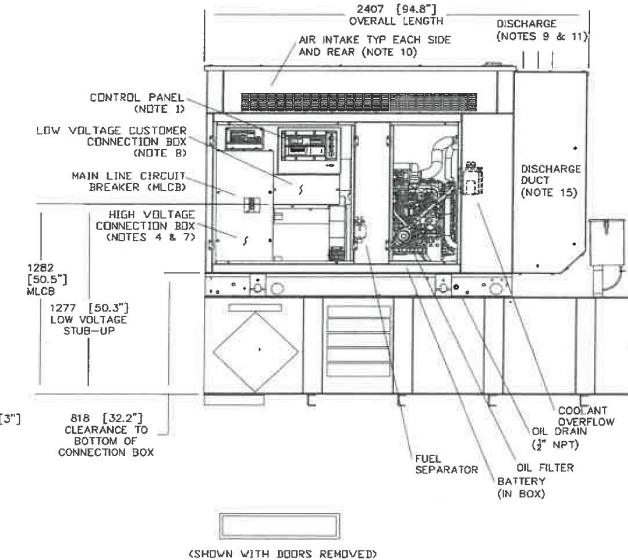
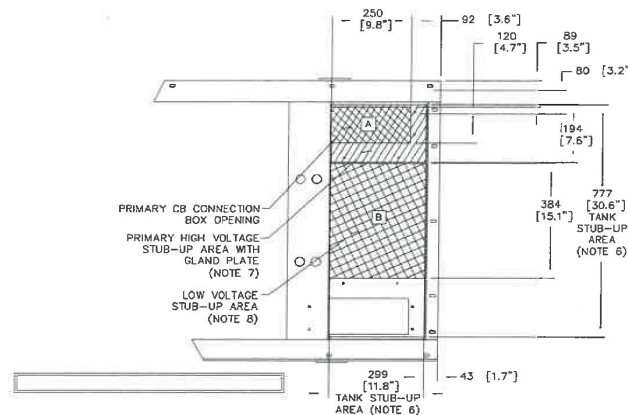
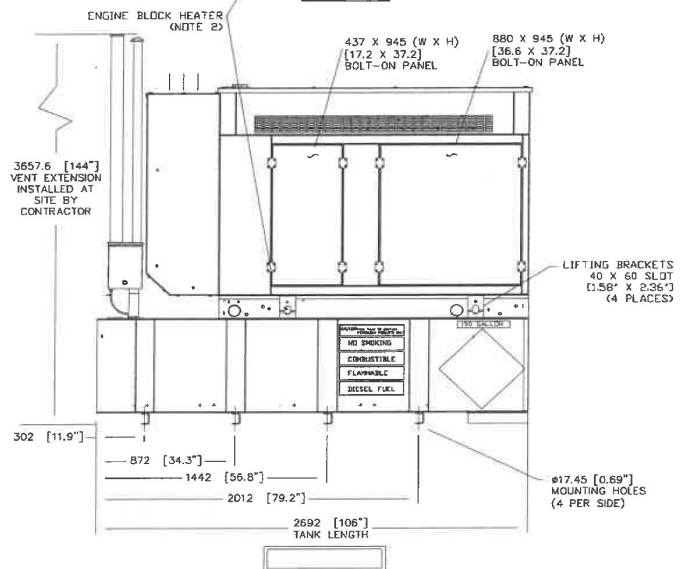
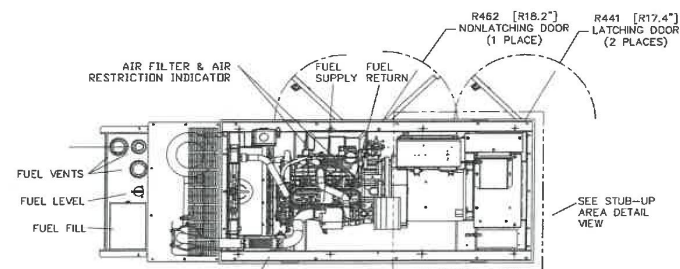
CSL02570  
BIG BEAR  
TRANSFER STATION  
38550 DUMP ACCESS ROAD  
BIG BEAR CITY, CA 92314

SHEET TITLE  
DETAILS

SHEET NUMBER  
**D-4**



0J7500D-ATT



RECOMMENDED ELECTRICAL STUB-UPS (SEE DETAILED VIEW & TOP VIEW)	
DESCRIPTION	INSIDE BASE
1) AC LOAD LEAD CONDUIT AREA.	A
2) 120/240 VAC FROM UTILITY (BY OTHERS) (GLAND PLATE INCLUDED)	A
1) TRANSFER SWITCH/COMMUNICATIONS CONDUITS, COMMUNICATIONS AND 2-WIRE START MUST NOT BE RUN IN CONDUIT WITH AC WIRING. (SEE NOTE 8)	B

- NOTES:
- CONTROL PANEL INCLUDES BATTERY CHARGER WITH THREE PRONG CORD.
  - 1500W 120VAC ENGINE BLOCK HEATER WITH THREE PRONG CORD.
  - 12 VOLT NEGATIVE GROUND SYSTEM.
  - GENERATOR MUST BE GROUNDED.
  - CENTER OF GRAVITY & WEIGHT MAY SHIFT SLIGHTLY DUE TO UNIT OPTIONS.
  - STUB-UPS: BASE TANK REQUIRES ALL STUB-UPS TO BE IN THE REAR TANK STUB-UP AREA.
  - HIGH VOLTAGE STUB-UP AREA INCLUDES THE AC LOAD LEAD CONNECTION TO THE MAIN LINE CIRCUIT BREAKER, THE NEUTRAL CONNECTION, AND AUXILIARY 120/240V CONNECTION.
  - CONNECTION POINTS FOR CONTROL WIRES. BOTTOM OF LOW VOLTAGE CUSTOMER CONNECTION BOX HAS KNOCKOUTS FOR 1/2" AND 3/4" CONDUIT FITTINGS.
  - MUST ALLOW FREE FLOW OF DISCHARGE AIR AND EXHAUST. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
  - MUST ALLOW FREE FLOW OF INTAKE AIR. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
  - GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM THE RADIATOR IS NOT RECIRCULATED.
  - IT IS THE RESPONSIBILITY OF THE INSTALLATION TECHNICIAN TO ENSURE THAT THE GENERATOR INSTALLATION COMPLIES WITH ALL APPLICABLE CODES, STANDARDS, AND REGULATIONS.
  - 190 GALLON USEABLE CAPACITY BASETANK IS INCLUDED WITH GENERATOR.
  - UNIT IS SHIPPED WITH FUEL SUPPLY AND RETURN LINES DISCONNECTED AND PLUGGED BETWEEN ENGINE AND FUEL TANK. THIS HAS BEEN DONE TO FACILITATE PRESSURE TESTING OF THE TANK IN THE FIELD. FOR INFORMATION REGARDING CONNECTING THE FUEL SUPPLY AND RETURN LINES PRIOR TO START UP, SEE THE FUEL TANK FIELD TESTING PROCEDURE (0E5082) SUPPLIED IN THE TANK LOOSE VENTS KIT, WHICH IS SHIPPED WITH THIS GENERATOR.
  - SEE DRAWING 0C3850 FOR DISCHARGE DUCT REMOVAL. REMOVAL OF DUCT WILL PROVIDE ACCESS TO MUFFLER FOR SERVICING.

WEIGHT DATA: (INCLUDES EMPTY FUEL TANK)  
GENERATOR: 1409 KG (3108 LBS)  
GENERATOR WITH WOODEN SHIPPING SKID: 1474 KG (3250 LBS)

UNITS: mm [INCHES]

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INSTALL SD030

DIESEL 2.4L G16

L2A Y02 SSM

190 GAL EXT VNT/FILL BASETANK

GENERAC POWER  
SYSTEMS  
Waukesha  
P.O. BOX 8  
WAUKESHA, WIS. 53187

FILE NAME	SIZE B
SCALE	FIRST USE CALIFORNIA
DWG NO.	REV
0J7500D	A

INSTALLATION DRAWING

SD030 GENERATOR INSTALLATION DRAWING

NO SCALE

1



1452 EDINGER AVE  
TUSTIN, CA 92780



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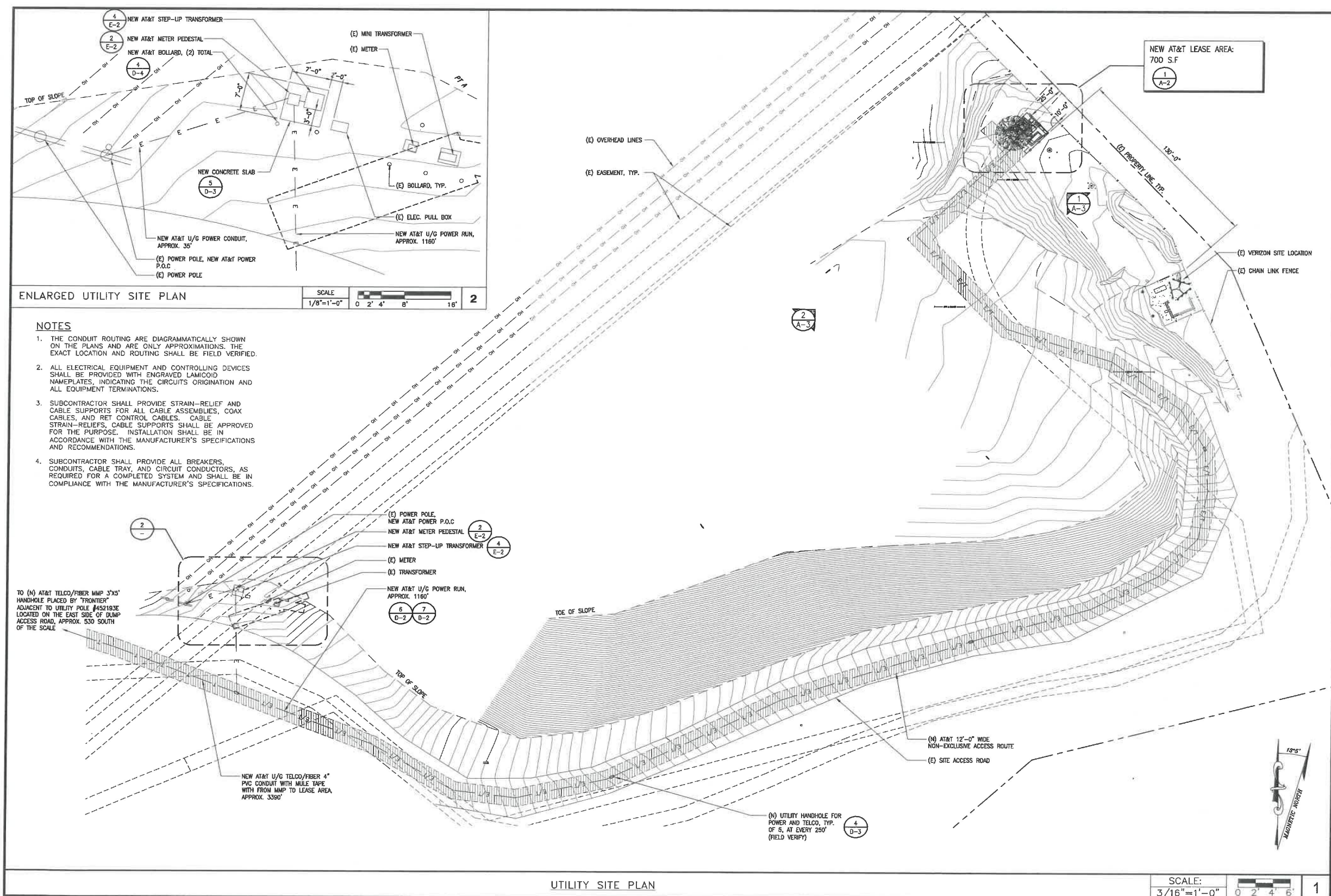
CSL02570  
BIG BEAR  
TRANSFER STATION  
38550 DUMP ACCESS ROAD  
BIG BEAR CITY, CA 92314

SHEET TITLE  
GENERATOR SPEC.  
SHEETS

SHEET NUMBER

D-5





ENLARGED UTILITY SITE PLAN

- NOTES**
1. THE CONDUIT ROUTING ARE DIAGRAMMATICALLY SHOWN ON THE PLANS AND ARE ONLY APPROXIMATIONS. THE EXACT LOCATION AND ROUTING SHALL BE FIELD VERIFIED.
  2. ALL ELECTRICAL EQUIPMENT AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED LAMICOID NAMEPLATES, INDICATING THE CIRCUITS ORIGIN AND ALL EQUIPMENT TERMINATIONS.
  3. SUBCONTRACTOR SHALL PROVIDE STRAIN-RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES, COAX CABLES, AND RET CONTROL CABLES. CABLE STRAIN-RELIEFS, CABLE SUPPORTS SHALL BE APPROVED FOR THE PURPOSE. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
  4. SUBCONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS, CABLE TRAY, AND CIRCUIT CONDUCTORS, AS REQUIRED FOR A COMPLETED SYSTEM AND SHALL BE IN COMPLIANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

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BIG BEAR  
TRANSFER STATION  
38550 DUMP ACCESS ROAD  
BIG BEAR CITY, CA 92314

SHEET TITLE  
UTILITY SITE PLAN,  
ENLARGED UTILITY SITE  
PLAN & NOTES

SHEET NUMBER  
**E-1**









1452 EDINGER AVE  
TUSTIN, CA 92780



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NEWPORT BEACH, CA 92660

PLANS PREPARED BY:

**INFINIGY8**  
ENGINEERING, LLP

28455 RANCHO PARKWAY SOUTH  
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BIG BEAR  
TRANSFER STATION  
38550 DUMP ACCESS ROAD  
BIG BEAR CITY, CA 92314

SHEET TITLE  
GROUNDING LAYOUT, KEY  
NOTES, LEGEND & DETAILS

SHEET NUMBER

**G-1**

### KEY NOTES

- 1 (N) AT&T GATE
- 2 (N) AT&T MICROWAVE DISH
- 3 EQUIPMENT CABINET - TYP.
- 4 (N) AT&T PANEL ANTENNAS
- 5 (N) AT&T SURGE SUPPRESSORS
- 6 #6 AWG INSULATED, COPPER WIRE FROM ANTENNA GROUND KIT TO ANTENNA GROUND BAR
- 7 (N) AT&T RRU'S
- 8 (N) GROUND RING AWG #2 TINNED COPPER GROUND WIRE BURIED 30" BELOW GRADE
- 9 ANTENNA GROUND BUS BAR AT TOP & BOTTOM OF TOWER
- 10 MASTER GROUND BUS BAR INSIDE EQUIPMENT ENCLOSURE
- 11 NEW AT&T SERVICE LIGHT (2 TOTAL)
- 12 GROUND ROD @ 10'-0" MAX.  $\frac{3}{-}$
- 13 GROUND ROD INSPECTION WELL  $\frac{4}{-}$
- 14 NEW GPS ANTENNAS
- 15 #2 AWG BARE COPPER WIRE (UNLESS OTHERWISE SPECIFIED).
- 16 ANTENNA GROUND BUS BAR AT EACH SECTOR
- 17 (N) AWG2 INSULATED COPPER GROUND WIRE FROM ANTENNA GROUND BAR @ TOP AND BOTTOM OF POLE TO MASTER GROUND BUS BAR @ SHELTER (FOLLOW COAX ROUTING)
- 18 ANTENNA GROUND BUS BAR @ COAX WAVEGUIDE @ EQUIPMENT ROOM
- 19 NEW AT&T POWER PANEL CABINET TO BE MOUNTED ON SHELTER EXTERIOR WALL
- 20 (N) AT&T TELCO/FIBER CABINETS MOUNTED ON H-FRAME
- 21 (N) AT&T WIC
- 22 (N) AT&T STEP-DOWN TRANSFORMER
- 23 (N) AT&T 30KW DIESEL GENERATOR
- 24 (N) AT&T WROUGHT IRON FENCE
- 25 (N) MONOPINE
- 26 #2 AWG INSULATED, COPPER WIRE (UNLESS OTHERWISE SPECIFIED) FROM RRU, DC6, TMA TO ANTENNA GROUND BAR
- 27 (N) FUSE DIS. SWITCH
- 28 AWG #2 INSULATED COPPER WIRE (HALO GROUND RING) (SEE 1/G-2)
- 29 NEW TOWER POLE GROUND, AWG 4/0 (TYP. 3 LOCATIONS)
- 30 (N) 4/0 BARE STRANDED COPPER WIRE

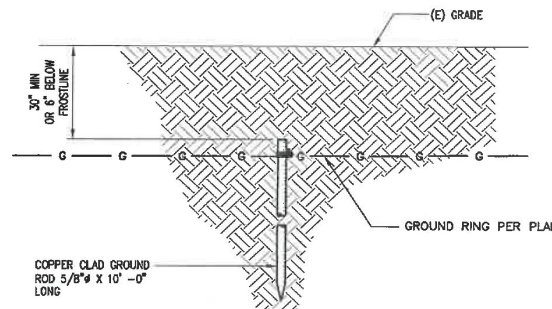
### LEGEND

- MECHANICAL CONNECTION
- EXOTHERMIC WELD (CADWELD/THERMOWELD) CONNECTION.
- ⊗ 5/8" x 10'-0" COPPER, OR COPPER CLAD STEEL GROUND ROD AT 10'-0" O.C. (MAX)
- ⊗ GROUND ROD INSPECTION WELL
- G- #2 AWG INSULATED, COPPER WIRE (UNLESS OTHERWISE SPECIFIED).

### KEY NOTES & LEGENDS

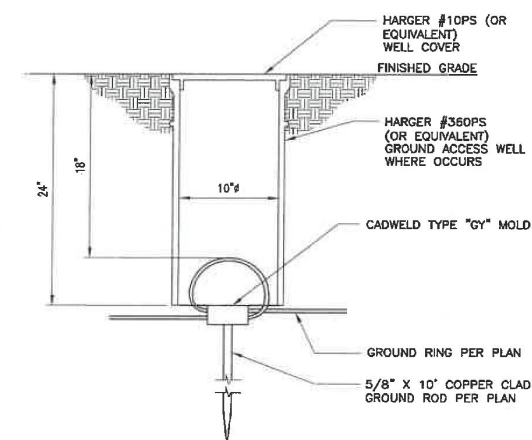
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2



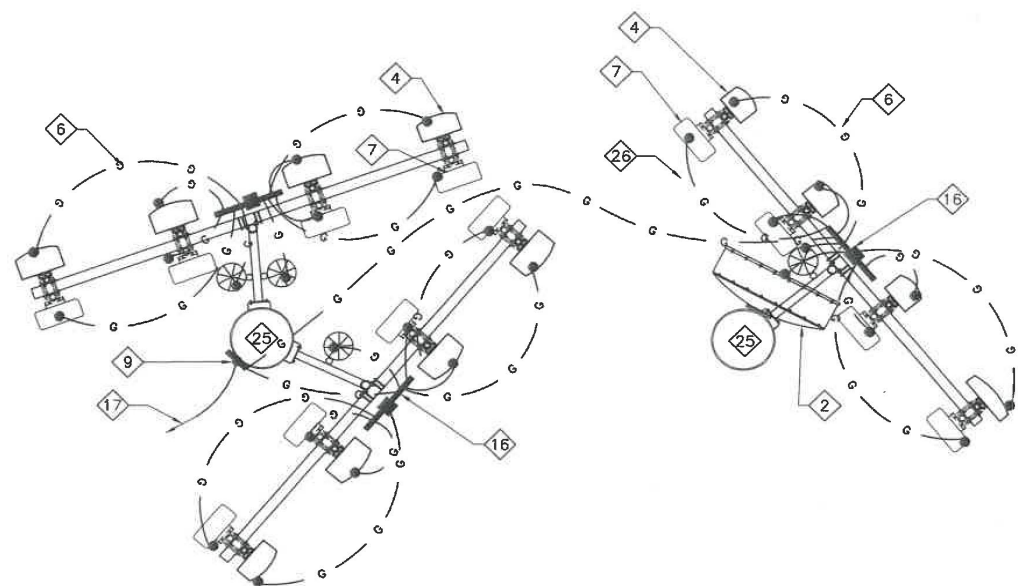
GROUND RING DETAIL

3



GROUND ROD W/ ACCESS

4



ANTENNA GROUNDING LAYOUT AT  
93'-0" RAD CENTER

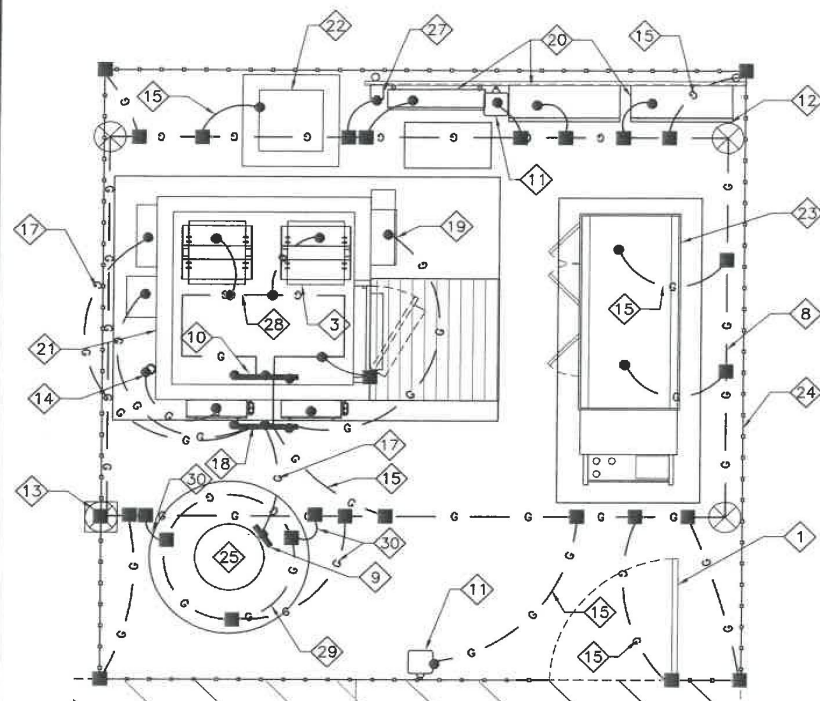
ANTENNA GROUNDING LAYOUT AT  
80'-0" RAD CENTER

ANTENNA GROUNDING LAYOUT

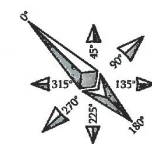


### GENERAL NOTES:

1. PLAN DRAWINGS SHOWN HEREIN ARE DIAGRAMMATIC AND DOES NOT NECESSARILY DEPICT THE EXACT EQUIPMENT QUANTITIES, LOCATION, LAYOUT AND CONFIGURATION. REFER TO ARCHITECTURAL PLANS FOR EXACT EQUIPMENT LOCATION, LAYOUT AND CONFIGURATION.
2. PLAN DRAWINGS SHOWN HEREIN DO SHOW THE NECESSARILY DEPICT ELECTRICAL REQUIREMENTS OF INDIVIDUAL EQUIPMENT AND DEVICES SUCH AS THE EQUIPMENT GROUNDING REQUIREMENTS, POWER REQUIREMENTS AND TELCO RACEWAY REQUIREMENTS.
3. REFER TO ARCHITECTURAL PLANS FOR THE LOCATION OF POWER AND TELCO POINT OF CONNECTIONS, THE DISTANCE OF THE RUN AND THE SUGGESTED CONDUIT ROUTING. FIELD VERIFY EXISTING CONDITIONS SPECIFICALLY FOR CONDUIT ROUTING PRIOR TO BID.



EQUIPMENT GROUNDING LAYOUT



GROUNDING PLAN

SCALE:  
1/4"=1'-0"

1





## **EXHIBIT "B"**

### **LICENSEE's AUTHORIZED EQUIPMENT**

1. One (1) 100' monopole with mono-pine tree coverings
2. Twelve (12) panel antennas; four (4) per sector
3. Thirty-six (36) Remote Radio Units (RRUs); twelve (12) per sector
4. One (1) Four-foot diameter microwave (MW) antenna
5. One (1) walk-in telco cabinet
6. One (1) Generac 27 KW DC Generator with a 180 gallon diesel fuel tank mounted on a containment slab
7. One (1) step-down transformer
8. One (1) fiber cabinet
9. One (1) GPS antenna
10. 8'-tall wrought iron perimeter fence



**EXHIBIT "C"**  
**LIST OF FORMER COUNTY ADMINISTRATIVE OFFICIALS**

**INSTRUCTIONS:** List the full name of the Former COUNTY Administrative Official as defined in Paragraph 36, the title/description of the official's last position with the COUNTY, the date the official terminated COUNTY employment, the official's current employment and/or representative capacity with the LICENSEE , the date the official entered LICENSEE's employment and/or representation.

**OFFICIAL'S NAME:**

**REQUIRED INFORMATION**

To the best of LICENSEE'S knowledge, LICENSEE is not aware that there are any such Former COUNTY Administrative Officials.

**LICENSEE:**

**New Cingular Wireless PCS, LLC, a Delaware limited liability company**

**By: AT&T Mobility Corporation, its Manager**

By:  
    (Name)  
    (Title)

Date: