AN ORDINANCE 2014 - 08 - 07 - 0540

AUTHORIZING A LEASE AGREEMENT WITH SAN ANTONIO MTA, L.P. D/B/A VERIZON WIRELESS, A DELAWARE CORPORTAION, FOR A NEW WIRELESS TOWER AT THE SAN ANTONIO INTERNATIONAL AIRPORT WITH AN ANNUAL REVENUE OF \$50,000.00.

* * * * *

WHEREAS, the San Antonio International Airport ("SAT") is expected to begin construction of the proposed Consolidated Rental Car Facility ("CONRAC") in the first quarter of 2015 and the footprint of the proposed facility sits over an existing wireless tower built by AT&T Corporation on which Verizon Wireless is collocated; and

WHEREAS, the existing wireless tower must be decommissioned in order to give way to construction of the CONRAC; and

WHEREAS, the City of San Antonio and Verizon Wireless have reached agreement on the terms of a Lease Agreement for the construction of a new wireless tower atop the existing long term parking garage at SAT to support wireless antenna facilities for itself and two additional wireless company collocators – the new tower will be camouflaged to blend into the building structure; and

WHEREAS, the Lease Agreement is for a term not to exceed 30 years and will result in an initial annual rent of \$50,000.00 which will grow at a rate of 3% per year; and

WHEREAS, the Aviation Department has reviewed the terms of the Lease Agreement and the Information Technology Services Department has reviewed the engineering design documents attached thereto, and both support execution of the Lease Agreement; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms, conditions, and attachments to the Lease Agreement between the City of San Antonio and Verizon Wireless attached to this ordinance as **Exhibit A** are hereby approved and incorporated into this Ordinance for all legal purposes.

SECTION 2. Verizon Wireless is authorized to obtain all necessary work and building permits from the Development Services Department to undertake construction of the wireless tower and antenna facilities at SAT in compliance with the engineering design documents attached to the Lease Agreement.

SECTION 3. The City Manager or her designee is authorized to execute the Lease Agreement attached hereto as **Exhibit A.**

SECTION 4. Funds generated by this Ordinance will be deposited into Fund 51001000, Internal Order 233000000002 and General Ledger 4401170.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise, it shall be effective on the tenth day after passage by a simple majority.

PASSED AND APPROVED this 7th day of August, 2014.

M A Y O R
Ivy R. Taylor

ATTEST:

dia M. Vools City Clark

APPROVED AS TO FORM:

Agenda Item:	23 (in consent v 27)	vote: 6, 7, 8, 9,	12, 13, 15,	16, 17A,	17B, 17C, 17D,	18, 19, 21, 22, 23	3, 24, 25, 26,
Date:	08/07/2014						
Time:	11:34:24 AM						
Vote Type:	Motion to Approv	e					
Description:	An Ordinance auth Delaware corporarevenue of \$50,00	tion, for a new v	vireless to	wer at the S	San Antonio Inte	rnational Airpor	t with an annual
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy Taylor	Mayor		x				
Diego Bernal	District 1		х				
	District 2	х					
Rebecca Viagran	District 3		х				х
Rey Saldaña	District 4		х			х	
Shirley Gonzales	District 5		х				
Ray Lopez	District 6	х					
	District 7	х					
Ron Nirenberg	District 8		х				
Joe Krier	District 9		х				
Michael Gallagher	District 10		х				



LEASE FOR INSTALLATION OF WIRELESS TOWER ON CITY BUILDING

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LEASE FOR INSTALLATION OF WIRELESS TOWER ON CITY BUILDING

This non-exclusive Lease (the "Lease") is entered into, by and between the City of San Antonio, a Texas Municipal Corporation, ("Landlord" or "City") as lessor, and San Antonio MTA, L.P. d/b/a Verizon Wireless ("Tenant") as lessee. The Landlord and Tenant, referred to individually as "Party" or collectively as "Parties," enter into this Lease pursuant to San Antonio City Ordinance No. _______.

WITNESSETH:

WHEREAS, Landlord owns real property located at 9800 Airport Blvd., San Antonio, Bexar County, Texas (hereinafter the "Property"), together with the building (the "Building") located on the Property, which is commonly known as the San Antonio International Airport; and

WHEREAS, Tenant wishes to install a wireless tower on the roof of the Building, including the placement of antennas, lines and cables, with accompanying electronic equipment shelters or enclosures to be installed on the Building or Property; and

WHEREAS, as a result, Tenant wishes to lease space on the Building and Property for the installation of Tenant's wireless tower, including placement of antennas, lines and cables, the installation of equipment shelters or enclosures, a non-exclusive easement for utilities, and access for ingress and egress to the Property and Building (the "Premises" as described further in Exhibit A).

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Lease, Tenant and Landlord agree as follows:

1. PERMITTED USE

Permitted Use of Premises. The Premises may be used by Tenant for the transmission 1.1 and reception of radio communication signals and for the construction, installation, operation, maintenance and repair of a wireless tower and related support facilities (such as antennas, microwave dishes, equipment shelters or enclosures and/or cabinets and utilities including but not limited to electrical, telecommunications and fiber line) but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose. This Lease shall include any new types of facilities that may evolve or be adopted using wireless technologies, such as 700 MHz Public Safety LTE. Tenant shall, at its expense, comply with all present and future federal, state, Federal Aviation Administration regulations, Transportation Security Administration regulations, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Premises. This Lease applies to the installation of the wireless tower and support facilities depicted in the engineering designs and plans incorporated in Exhibit A. Network upgrades, replacement of antennas and/or shelter or enclosure equipment, and installation of additional equipment arrays are permitted uses, provided Tenant submits to Landlord engineering designs of the proposed changes for review and approval by Landlord in compliance with subsection 5.3.

1.2 Application Process. Prior to the execution of this Lease, Tenant shall submit to Landlord a written application in the form required by Exhibit B (the "Application") for the proposed installation accompanied with the appropriate fees required by Exhibit C. Landlord, in its sole discretion will determine whether the Property is suitable for the proposed installation. Landlord shall review the Application to ensure compliance with local laws and policies. The proposed height and specifications of a wireless tower must be in compliance with Section 35-385 of the City of San Antonio Unified Development Code ("UDC § 35-385"). For the purpose of this Lease, the application process fee is waived and Landlord acknowledges and agrees that Tenant has previously met the Application process requirements herein.

1.3 Tower Built for Collocation.

- In compliance with UDC § 35-385, Tenant shall design and construct the wireless tower to support a minimum of two collocators. Notwithstanding the foregoing, prior to allowing any third party to collocate on the wireless tower such collocator shall provide to Landlord and Tenant a satisfactory structural analysis at such collocator's sole expense indicating that the structure is adequate to support such collocator's equipment and each such collocator shall pay to Tenant an amount equal to thirty-three and three tenths percent (33.3%) of Tenant's total actual capital cost to construct the wireless communication facility ("Capital Contribution Payment") until Tenant's total actual capital cost to construct the wireless communication facility has been completely reimbursed to Tenant. There shall be no cap(s) on the total amount that Tenant may be reimbursed up to its total actual capital cost to construct the wireless communication facility. Landlord shall not allow the collocation of any third party on the wireless tower unless and until such Capital Contribution Payment has been made to Tenant by each such third party collocator. Tenant shall have no obligation to market collocation positions on the wireless tower. Tenant waives any right to license or sublease space on the wireless tower for collocation by third parties and transfers such right to Landlord.
- Each such third party collocator shall enter into a tower lease agreement with Landlord. Notwithstanding anything in this Lease to the contrary, Landlord agrees that any such third party collocator will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with industry standards to the equipment of Tenant. Landlord shall include in its tower lease agreement with any such third party collocator a requirement that no such interference shall be permitted to Tenant's equipment. In the event a third party provider wishes to extend the height of the wireless tower in order to accommodate collocation, the Landlord will accommodate the request provided (i) the upgrade does not result in any interference with the equipment of the Tenant and any collocators, (ii) the third party provider pays the entire cost of the tower extension and equipment installation, and (iii) the proposed tower extension is in compliance with UDC § 35-385 and any applicable property covenants or restrictions. Prior to allowing any third party collocator to modify its equipment on the tower at the wireless communication facility, such collocator shall provide to Landlord and Tenant a satisfactory structural analysis indicating that the structure is adequate to support such collocator's equipment.
- c. In the event Landlord leases, subleases or licenses any portion of the wireless communication facility to a third party collocator (hereinafter "Third Party

Lessee") in accordance with this Lease, any rental paid by any such Third Party Lessee shall be divided between Landlord and Tenant in the following manner: 80% to Landlord and 20% to Tenant. Any Third Party Lessee shall be instructed to pay the foregoing percentage amounts directly to Landlord and Tenant. Tenant shall not be responsible to Landlord for the collection or payment of rents by the Third Party Lessee to Landlord, and Tenant shall have no liability to Landlord in the event of failure of payment by Third Party Lessee. All revenue payments to Tenant shall be sent to the following address:

Verizon Wireless [Site Name: Airport San Antonio Intl Repl] P.O. Box 64498 Baltimore, MD 21264~4498

- 1.4 Fencing and Landscaping. As required by UDC § 35-385, Tenant will place an 8 foot fence around the perimeter of the wireless tower and will include a landscape plan with its engineering design plans. This requirement may be modified with the agreement of the Landlord as appropriate given the available space on the roof of the Building and any ground space where an equipment shelter or enclosure may be installed.
- 1.5 Building Permit Required. Prior to the installation of the wireless tower and related support facilities, Tenant must apply for a building permit in compliance with UDC § 35-385. No improvement, construction, installation or alteration on the Property shall be commenced until a building permit is properly issued.
- 1.6 Camouflage or Stealth Towers. The installation of a camouflage or stealth wireless tower, such as a clock tower, flagpole, or artificial tree shall be subject to the same regulations of this Lease and the requirements of UDC § 35-385. The Landlord may agree to modify certain requirements to accommodate the installation of a camouflage or stealth wireless tower on the Building.

2. TERM

- 2.1 Initial Term. The initial term of the Lease shall be for five (5) years commencing on the effective date of the Lease and ending at midnight on the last day of the initial term ("Initial Term"). This Lease will automatically renew for five (5) additional terms of five (5) years each unless otherwise retracted in writing by either Party at the end of the Initial Term or subsequent five (5) year terms by providing ninety (90) days notice of termination. The total length of the Lease shall not exceed a total of thirty (30) years, including renewals. The effective date of the Lease shall be the date on which both Parties execute the Lease following approval of the Lease by the City Council (the "Effective Date").
- 2.2 Renewal Terms. Following the Initial Term, the Lease will automatically renew for up to five (5) additional five (5) year renewal terms (each a "Renewal Term") provided neither Party chooses to terminate the Lease in accordance with subsection 2.1 above. Each Renewal Term shall be based on the same terms and conditions as set forth herein. The Initial Term and all Renewal Terms shall be collectively referred to herein as the "Term."
- 2.3 Hold Over Tenancy. Any holding over by Tenant after the expiration of the Term, with the consent of the City, shall be construed to be a tenancy from month-to-month on the terms

and conditions herein, except that the annual Rent (as hereinafter defined) shall be twice the amount set forth at the end of the Term of this Lease, prorated and paid monthly in advance.

3. RENT AND ADMINISTRATIVE FEES

- 3.1 Rent. Tenant shall pay Landlord, as rent, Fifty Thousand and 00/100 Dollars (\$50,000.00) per year to be paid in equal monthly installments on the first day of the month, in advance, for the Term of this Lease, which will be increased and compounded at three percent (3%) per year (collectively "Rent") as illustrated on the schedule included in Exhibit D. The provisions of Section 3 shall control with regard to the discrepancy between the Rent installments calculated pursuant to this section and the Rent installments set out on Exhibit D, as the purpose for Exhibit D is to illustrate the compounding effect on Rent of the 3% annual escalation factor.
- 3.2 Timing of Annual Rent Payments. The monthly installment of Rent shall commence on the first day of the month following the Effective Date and will be payable thereafter on the first day of the month during the entire Term of the Lease.
- 3.3 Late Payment Interest. Any Rent not paid within ten (10) days of the due date shall be assessed a rate of 18% per annum from that date.
- 3.4 Administrative Fees. In addition to the Rent, the Tenant will be responsible for paying administrative fees, as applicable, associated with the operation and maintenance of the wireless tower and supporting equipment, as provided in Exhibit C. Landlord reserves the right to update the schedule of administrative fees in order to recover its actual costs of contract and oversight administration.
- 3.5 Payment of Rent and Administrative Fees. Tenant shall pay Landlord the Rent and applicable administrative fees specified in Exhibit C in the form of a check made out to the order of the City of San Antonio and sent to:

City of San Antonio
Aviation Department
Attn: Property and Business Development
9800 Airport Boulevard
San Antonio, TX 78216

4. INTERFERENCE, TESTING AND RESERVATION

4.1 Interference with Use of Property Prohibited. Tenant shall not use the Premises or Antenna Facilities (as defined in subsection 5.1) in any way which interferes with the current or future operations of Landlord, or the use of any portion of the Property and Building by Landlord and any of its City departments and agencies, or by lessees or licensees of Landlord with rights in any portion of the Property and Building prior or subsequent to execution of this Lease. Tenant acknowledges that the Premises are located on and are part of an operating airport and that Tenant may not install any equipment or perform any functions that may be in conflict with 14 CFR Part 139 Airport Certification as that regulation may be amended from time to time, or jeopardize the operating certificate of the Airport. Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, grantees, employees, invitees or agents to use, any

portion of the Property and Building in any way which materially interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering Party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

- 4.2 Radio Frequency Emission and Interference Studies. Both Landlord and Tenant shall be allowed to conduct radio frequency emission and interference studies from time to time to determine whether Tenant's use of the Antenna Facilities will interfere with Landlord's or Landlord's lessee's or licensee's current or proposed use of the Premises, Building, or Property. In the event that such a study indicates that Tenant's use will potentially interfere with Landlord's or its lessee's or licensee's current or proposed use of the Premises, Building, or Property, Tenant shall have ninety (90) days of Tenant's receipt of written notice from Landlord to remedy the interference to Landlord's reasonable satisfaction. If the problem is not so remedied within ninety (90) days of Tenant's receipt of written notice from Landlord, then Landlord may require Tenant, at Tenant's full expense, to relocate Tenant's Antenna Facilities so as to remove or minimize the interference, to the extent Landlord reasonably deems necessary. In compliance with Section 35-391 of the UDC, as amended, Landlord may permit Tenant to place a temporary Antenna Facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant and Landlord, during relocation of Premises. In the event Tenant's Antenna Facilities interfere with Landlord's emergency communications radio system, Tenant will be required to cease the interference immediately upon receiving notice from Landlord. In the event such interference cannot be remedied within 24 hours, Tenant shall shut down its Antenna Facilities until such interference is remedied.
- 4.3 Radio Frequency Compliance Tests. On an annual basis, Landlord may, at Tenant's expense, perform tests as necessary to determine compliance of the Antenna Facilities and equipment located on the Premises with Federal radio frequency exposure limit rules, currently set forth at 47 C.F.R. Section 1.1310, or subsequent Federal rules as from time to time in effect. Landlord may perform additional antenna radio frequency tests at Landlord's expense to determine whether Tenant's Antenna Facilities and equipment are in compliance with Federal radio frequency exposure limit rules. If any such tests determine that Tenant is not in compliance with applicable radio frequency exposure limit rules, Tenant shall shut down all communications equipment on the Premises (except for work necessary to bring it into compliance) until subsequent tests, which tests shall be at Tenant's sole expense, again show compliance with such rules. If Landlord performed a test resulting in a finding that Tenant is not in compliance with Federal radio frequency exposure limit rules, Tenant shall reimburse Landlord for actual cost incurred by Landlord in performing such test.
- 4.4 Initial Radio Frequency Compliance Testing. Tenant shall conduct an initial test for compliance with Federal radio frequency exposure limit rules prior to placing Tenant's equipment on the Premises into commercial operation, and Tenant shall perform additional tests upon any significant change in the equipment on the Premises. All such testing shall be performed by a qualified radio engineer, and a copy of the test results shall be provided to all Parties. If such tests show noncompliance with applicable radio frequency exposure limit rules then in effect, then all communications equipment on the Premises shall be shut down (except

for work necessary to bring it into compliance) until subsequent tests again show compliance with such rules.

4.5 Reservation of Rights. Landlord does not grant, and reserves for itself, its lessees, successors and assigns, (i) all mineral rights, seismic rights and rights to oil, gas, other hydrocarbons or minerals on, as to, under or about any portion of the Premises; (ii) ground water rights associated with the Property; (iii) rights to generate electricity from the wind or wind power on, as to or about any portion of the Premises; and (iv) the right to grant to others the rights hereby reserved.

5. TENANT IMPROVEMENTS

- Tenant Improvements. Tenant shall have the right, at its expense, to erect and maintain 5.1 on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters or enclosures and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities" or "Tower" where reference is made to the communications tower specifically) as set forth on and in accordance and compliance with Exhibit A. Exhibit A shall contain a site plan which includes all buildings, structures, Tower, equipment cabinets, utility boxes, fences, generators, fuel tanks, backup battery cabinets, and parking; elevation drawings for the Tower, and equipment cabinets; fence detail; and specifications for all exterior colors, paint, other finishes and landscaping. The engineering specifications for the Tower shall specify the height of the Tower and designate the exact location, size, and type of Antenna Facilities to be installed. There shall be a fifteen feet clearance between antenna arrays, unless a closer clearance is technically feasible and agreed to by Landlord. Consistent with UDC § 35-385, the Tower shall consist of a steel lattice structure, monopole, or other similar self-supporting structure, including camouflage or stealth tower applications; and must be spaced from any residential structures, at a minimum equal to 115% of the height of the Tower. Consistent with UDC § 35~385 Tenant's unmanned equipment shelter(s) shall contain no more than 750 square feet of gross floor area and shall be no more than 12 feet in height. Tenant may include photo simulations of what the Property, Building, and Premises will look like upon construction of the Tower and Antenna Facilities and incorporate them in Exhibit A. It is understood that the Premises is the area controlled by the Tenant as described in Exhibit A.
- 5.2. Tower Requirements. Tenant shall abide by the following requirements related to the erection of the Tower, including, but not limited to following:
 - 5.2.1 the maximum height of all towers, or monopoles, shall not exceed 199 feet;
 - 5.2.2 the structure shall not be used to support signs other than those required by governmental agencies for aircraft warning or other safety purposes;
 - 5.2.3 the structure shall be designed to accommodate at least two separate collocators;
 - 5.2.4 unless otherwise governed by State or Federal requirements, the structure shall be a galvanized finish;
 - 5.2.5 the design must include a landscaping plan consistent with the requirements of the particular zoning district where the structure will be installed;

- 5.2.6 all structures shall meet the minimum and structural load standards specified in the City of San Antonio building code;
- 5.2.7 all structures will meet the requirements of Chapter 37 of the San Antonio City Code and Section 35-385 of the San Antonio Unified Development Code;
- 5.2.8 any structure which was originally used, but is no longer used for telecommunication purposes for a continuous period of six months may be removed at Tenant's expense;
- 5.2.9 in historically sensitive areas, the installation is subject to review by the City of San Antonio Historical Preservation Office;
- 5.2.10 the installation must comply with the City of San Antonio's regulations for the Airport Overlay Zone, River Overlay District, and Edward Aquifer Recharge Zone District;
- 5.2.11 within City Parks, the installation is subject to review by the San Antonio Parks Board;
- 5.2.12 additional requirements, procedures or covenants from home owner's associations may apply to the Property; and
- 5.2.13 failure to complete construction within twelve (12) months of execution of this Lease may forfeit the right to construct the structure.

The Landlord may waive certain technical requirements as appropriate and necessary to accommodate the installation of the Tower and Antenna Facilities on the Building.

- 5.3 Approval of Plans. Prior to commencing construction, Tenant shall use the form attached as Exhibit B to submit plans and specifications for all improvements to Landlord for Landlord's written approval, not to be unreasonably withheld. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by the Landlord and the Federal Aviation Administration, if applicable, and all necessary permits have been properly issued. For purposes of this Lease, Tenant's plans and specifications for the initial construction of the wireless communication facility are deemed approved by Landlord.
 - 5.3.1 Modification of Premises. During the Term of this Lease, but prior to commencing any network upgrades, or any changes, additions, deletion and/or alterations of the Tenant's property as depicted in Exhibit A, Site Plans Engineering Design of Improvements, including Reinforcements to the Building, including but not limited to, the addition of tower structure antennas, microwave dishes, equipment shelters and/or cabinets and utilities, Tenant shall submit to Landlord in writing detailed engineering design documents for Landlord's review and approval, which such approval shall be granted within twenty (20) business days from Tenant's payment of the applicable administrative fee pursuant to Section 3.4 herein to Landlord. In the event that Landlord's approval is not granted within such twenty (20) day time period, Tenant shall notify Landlord by letter or by email documenting Landlord's failure to review and approve within the requisite time period and shall thereby give Landlord

three (3) additional business days in which to approve such engineering design documents and in the event that Landlord fails to complete its review and grant its approval within such three (3) business day period, Tenant's engineering design documents will be deemed approved. If Landlord reasonably determines that the engineering design documents submitted by Tenant are incomplete or otherwise contrary to local regulations or Landlord's contractual commitments, the time taken by Tenant to correct such insufficiencies shall be considered outside of the scope of the above required time periods for the Landlord's review. Tenant shall not commence work on any such network upgrades, changes, additions, deletion and/or alterations prior to Landlord approving such upgrades, changes, additions, deletion and/or alterations in writing unless such has been deemed approved as provided hereinabove. If applicable, Tenant shall also obtain written approval from the Federal Aviation Review of such engineering design documents, other than routine Administration. maintenance, will be subject to an administrative fee. Any change that requires additional cabling, parking, or ground space will be subject to an adjustment in rent. All amended engineering design documents will be incorporated into this Lease and will become part of Exhibit A. Notwithstanding anything in this Lease to the contrary, Landlord's review of the engineering design documents submitted by Tenant shall be limited solely to a review for completeness and compliance with local regulations and Landlord's contractual commitments and shall not result in an increase in Tenant's rent or a denial of Tenant's proposed changes, and shall not be unreasonably withheld, conditioned or delayed. Landlord further agrees that Tenant shall have the right to install RRH units and equipment related thereto as part of its initial installation. If such RRH units and related equipment are not installed as part of the initial construction, Tenant will provide notice to Landlord of the proposed installation which will be considered a maintenance operation not subject to an administrative fee. Any subsequent network upgrades that may include replacement and/or addition of RRH units and related equipment will be subject to the same notice requirement set forth in the preceding sentence.

6. CONSTRUCTION

- 6.1 No Construction Liens. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the Premises, Building, or Property as a result of acts or omissions of Tenant or Tenant's employees, agents or contractors, Tenant shall discharge the lien or bond the lien off in a manner reasonably satisfactory to Landlord within thirty (30) days after Tenant receives written notice that the lien has been filed.
- 6.2 No Interference with Construction. Landlord acknowledges that except for Tenant's non-compliance with this Lease it shall not interfere with Tenant's construction within the Premises including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities. However, Tenant will provide evidence to Landlord that Tenant's placement of the Tower and Antenna Facilities will not result in subjecting Landlord's employees, contractors, and invitees with access to the Building and Property to unacceptable levels of radio emissions in violation of FCC regulations. Notwithstanding the foregoing, Tenant's construction activities shall not interfere with public ingress and egress to the Building.
- 6.3 Reinforcements of Building. Tenant shall be responsible for identifying any structural reinforcements to the Building that are necessary to accommodate the installation of Tenant's

Tower and Antenna Facilities. The engineering design for the improvements will include details of such Building reinforcements, which must be approved by the City. Such reinforcements to the Building will include protection against damage due to lightning strikes to the Tower. The Tenant will incur all costs associated with such structural reinforcement and in the event that the improvements are removed by Tenant, the Tenant will restore the Building to its original condition.

- 6.4 **Backup Generation.** Tenant shall install and maintain a permanent backup generator at ground level. Such permanent backup generator shall be for Tenant's sole and exclusive use.
- 6.5 Equipment Shelters or Enclosures. Tenant will be required to install equipment shelter(s) or enclosure(s) on or inside the Building or at ground level on the Property, in compliance with UDC § 35-385. Tenant may not install lead acid batteries in equipment shelters or enclosures unless such batteries are valve regulated lead acid batteries, and will not be required to share its equipment shelter(s) or enclosure(s) with other parties that may collocate on the Tower. Access to equipment shelters or enclosures will be via locked gates and doors.
- 6.6 Relocation of Utility Facilities. If construction of the Tower and installation of Antenna Facilities results in the necessary relocation of any utility facilities of third parties on City of San Antonio rights-of-way, private easements, the Property, or the Building, Tenant shall be responsible for paying the cost for the relocation of utility facilities as appropriate to complete construction.

7. UTILITY FACILITIES

7.1 Installation of Utility Facilities. Tenant shall have the right to install utility lines serving the Premises, at Tenant's expense, and to improve the present utilities on the Building or Property, all at Tenant's expense. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install separate meters for utilities on the Building or Property used by Tenant. Tenant shall pay when due all charges for utilities serving the Premises during the Term of the Lease.

8. MAINTENACE

- 8.1 Maintenance of Antenna Facilities. Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Building and Property in commercially reasonable condition and repair during the Term of this Lease, normal wear and tear and casualty excepted. Tenant shall have the right to conduct testing and maintenance activities, and repair and replace the Antenna Facilities at any time during the Term of this Lease. Notwithstanding anything in this Lease to the contrary, Tenant shall have the right to make any maintenance adjustments to the wireless communication facility including, but not limited to modifications or swaps of antennas or other equipment. Such maintenance activities shall not require the Landlord's consent or approval; however, Tenant shall notify Landlord of equipment modifications or swaps and Tenant shall adhere to applicable security protocols to contractors working at the airport.
- 8.2 **Signage.** Tenant may not place or allow the placement of any signs or graffiti on the Premises, except for those required for emergency notification and identification, or as required by law or rule. After thirty (30) days' notice to remove, Landlord at any time may enter the Premises and undertake any activities necessary to abate or remove graffiti located

therein. Tenant shall reimburse Landlord all costs incurred by Landlord in connection with such abatement or removal within thirty (30) days of Landlord's presenting Tenant with a statement of such costs.

- 8.3 Facilities Management. Tenant shall, at its own expense, maintain the Premises and all improvements, equipment and other personal property on the Premises in good working order, condition and repair. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference. If Tenant's lack of maintenance creates a public hazard or endangers the health or safety of Landlord's employees, agents or licensees accessing the Premises, Building, or Property, the Tenant will address the situation within ten (10) days of receiving notice from Landlord, unless a longer timeframe is mutually agreed to by the Parties. Failure to comply will serve as grounds for termination of this Lease.
- 8.4 Building Maintenance and Repair. Tenant shall be responsible for maintaining its structural reinforcements to the Building at all times, and shall promptly repair any damage to the Building caused by its installation of the Tower and Antenna Facilities. In the event, the Tenant's installation of Tower and Antenna Facilities results in water leakage during rain events, the Tenant shall be responsible for repairing the roof and all water damage to the Building, including replacing the roof if necessary. Tenant shall respond with necessary repairs within 24 hours of receiving notice of evidence of damage to the Building. In addition, Tenant will order an independent third-party engineer to inspect the Building for damage within 72 hours of any lightning strike to the Tower structure. The third-party engineer will provide Landlord a copy of its inspection report. Failure to perform under this subsection 8.4 will be considered a breach of contract and cause to terminate this Lease.
- 8.5 Material Improvements and Alterations. Tenant shall not construct any material improvements or structures not otherwise allowed under the terms of this Lease, nor shall Tenant make any material physical alterations other than repairs in the ordinary course of business. Any material physical improvements and/or alterations over and above the plans provided in Exhibit A, including but not limited to network upgrades, not in compliance with subsection 5.3 shall be considered impermissible uses of the Premises.

9. ACCESS

9.1 Access to Property and Premises. As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant non-exclusive access to the Property, Building and Premises for ingress, egress, and utilities installation and maintenance, which include, but are not limited to, the installation of power and telephone service cables, and to access and service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Terms. Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises, including the common areas of the Building ("Access") at all times during the Initial Term of this Lease and any Renewal Term, consistent with the regulations applicable to the Premises. Tenant shall use the Premises and any City facilities to which it is granted access under this Lease with the same degree of care as it accords its own property, and shall in no way interfere with the operations of the Property, Building, or Premises, or any City department or agency. Further, Tenant shall adhere to and in no way act in conflict with 49 CFR Part 1542 Airport Security or the TSA-approved security plan for the San Antonio International Airport. Landlord and its agents shall have the right to enter the Building and Premises at reasonable times to examine and inspect the Tower, equipment and structures and the Premises; however, Landlord, its employees or agents shall not impede or deny Access to Tenant, its employees, agents, or licensees. Landlord shall have the right to enter and inspect the Premises, and upon notifying Tenant, the right to inspect the Tenant's equipment shelter or enclosure. In the event that Landlord must limit or prohibit access, or otherwise require the shutting down of Tenant's services, Landlord shall permit Tenant to place a temporary Antenna Facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant, at Landlord's costs until such time as Tenant's access and/or services are fully restored.

- 9.2 Photo Badges Required. While on the Premises, Tenant's employees and contractors must wear a suitable photo ID badge, to be provided by the Tenant, which includes a nominal $1\frac{1}{2}$ " square personal photo, unique logo and labeling that identifies the Tenant and the employee or contractor by name and a telephone number where confirmation of employment may be verified.
- 9.3 Electronic Security Cards. Landlord may install electronic security card readers at the Building and Premises to allow entry to be monitored and logged, in which case Tenant will pay the cost for the issuance of security cards to authorized personnel at the rate specified in Exhibit C.
- 9.4 Escort Charges. In the event the Property and/or Building has been designated a high security campus or facility, which requires entry by escort, Tenant will incur escort charges as specified in Exhibit C and will adhere to all relevant security policies. Tenant may reach an arrangement with Landlord for access to the Tower and Antenna Facilities during emergencies.
- 9.5 List of Authorized Employees and Contractors. Prior to Tenant commencing construction on the Property and Building, Tenant shall provide Landlord with the name and contact information of authorized employees and contractors that will be performing construction and oversight of the improvements. Such employees and contractors will be identified using the forms attached as Exhibits E and F. The authorized employees and contractors will be subject to security background checks and will be issued credentials to enter the Property, Building, and Premises. Authorized employees and contractors of the Tenant must comply with all the security regulations applicable to the Property, Building, and Premises. Tenant shall maintain the list of authorized employees and contractors current and provide notice to Landlord immediately to remove the name of any employee subject to disciplinary probation or termination and timely submit additional personnel to be added to list.
- 9.6 Security Background Checks. All Tenant employees, contractors, and subcontractors with access to the Building and Premises will be subject to security background checks, and Tenant shall incur the fee indicated in Exhibit C for each background check performed. Landlord reserves the right to exclude any representative, employee, agent, contractor, and/or subcontractor of Tenant from the Building and Premises if deemed necessary for proper security reasons.

10. TERMINATION, DEFAULT AND RIGHT TO CURE

- 10.1 Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:
 - 10.1.1 upon thirty (30) days' written notice by Landlord to Tenant if Tenant fails to cure a default for payment of amounts due under this Lease within thirty (30) days of Tenant's receipt of such notice;

- 10.1.2 upon thirty (30) days' written notice by Landlord to Tenant if Tenant fails to conduct proper maintenance and repairs as prescribed by subsection 8.4 and Tenant fails to commence such maintenance and repairs within such thirty (30) day period;
- 10.1.3 upon thirty (30) day's written notice by Tenant to Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises;
- 10.1.4 upon thirty (30) days' written notice by Tenant if despite diligent effort by Tenant, Tenant is unable to obtain, maintain, or otherwise forfeits, cancels or has been canceled, or allows to expire without renewing any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary for the installation and/or operation of the Antenna Facilities;
- 10.1.5 upon thirty (30) days' written notice by Tenant if destruction or damage to the Antenna Facilities substantially and adversely affects their effective use;
- 10.1.6 upon thirty (30) days' written notice by Tenant at the time title, or the right to control or to occupy the Building and Premises transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises sufficient to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Building and Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.
- 10.1.7 upon sixty (60) days' written notice by Landlord to Tenant if this Lease and/or Tenant's operations there under impair, increase the cost of or prevent financing (such as the issuance of bonds or revenue bonds, including bonds whose income is generally exempt from Federal income tax under the U.S. Internal Revenue Code), by Landlord or any municipal utility of which the Property and/or Building is a part.
- 10.1.8 upon thirty (30) days' written notice by Landlord to Tenant resulting from Tenant's failure to provide written notice to and obtain consent from Landlord for assignment of the Lease pursuant to subsection 16.1.
- 10.1.9 upon one hundred eighty(180) days' written notice by Landlord to Tenant if the San Antonio City Council passes an ordinance calling for the Property and/or Building to be sold, transferred, developed, redeveloped, renovated, upgraded, or declared surplus property in such a way that the use of the Property and/or Building is no longer compatible with the Tower installation.
- 10.1.10 upon one hundred eighty (180) days' written notice by Landlord to Tenant if in accordance with the San Antonio City Charter, the City Council finds the use of the Premises has become a nuisance, however, in the event of an emergency brought about by such nuisance, the City Council may specify a shorter termination period.

10.1.11 Tenant may terminate this Lease by giving one hundred eighty (180) days' written notice to the Landlord.

In the event that Landlord terminates the Lease, Tenant shall be entitled to reimbursement by Landlord of any unearned rent for the remaining Term of the Lease. Such sum shall be due and payable within thirty (30) days of Landlord's written notice to Tenant.

- 10.2 Effect of Termination or Expiration of Lease. Upon the termination or expiration of this Lease, title to the Tower will be transferred to the Landlord at Landlord's sole option. In the event Landlord does not accept title and take possession of the Tower the Tower shall be removed as prescribed in subsection 11.2.
- 10.3 Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 23 hereof, to take effect immediately, if the other Party fails to perform any material covenant or commits a material breach of this Lease and fails to commence the cure of such failure to perform a material covenant or material breach for a period of thirty (30) days after receipt of written notice thereof to cure, provided Tenant shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.
- 10.4 Tenant Default. Tenant shall be in default if it (i) fails to make any payment of Rent or other sums to Landlord when due, and does not cure such default within thirty (30) days after receipt of written notice from Landlord of such failure; (ii) abandons or vacates the Premises; (iii) is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or (iv) if Tenant becomes insolvent.
- 10.5 Landlord Remedies. If suit shall be brought by Landlord for recovery or possession of the Premises, removal of Tenant's equipment, for the recovery of any Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefor, including reasonable attorney fees. In addition, in the event of any default of this Lease by Tenant, the Landlord may at any time, after notice given as set forth in Section 23 herein and if Tenant fails to cure, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Rent otherwise due and shall be added to the Rent following the incurring of the respective expenses and the expiration of forty-five (45) days following Tenant's receipt of written notice from Landlord as to such additional Rent and shall be due from the Tenant to Landlord on the first day of the month following the expiration of such forty-five (45) day period.

11. RELOCATION AND REMOVAL OF TOWER

11.1 Relocation of Facilities. In the event the Property and/or Building is sold, transferred, developed, redeveloped, renovated, upgraded, or put to another use by Landlord as directed by the San Antonio City Council, the Tenant will be required to remove the Tower and Antenna Facilities at Tenant's expense for the purpose of relocation or disposal. If appropriate, Landlord

will provide another location for the relocation of the Tower and Antenna Facilities, or for the installation of new improvements. Landlord will provide Tenant at least one hundred eighty (180) days notice of the need for removal and relocation, and Tenant shall fully cooperate in such removal and relocation. Landlord shall permit Tenant to place a temporary Antenna Facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant until such relocation is complete. If relocation is not possible, but the alteration to the Property and/or Building will accommodate the installation of new facilities, the Lease will terminate and the parties may negotiate a new Lease appropriate for the new installation. The Parties will work together in an attempt to achieve a transition to the new facilities without service interruption.

11.2 Restoration of Premises. Within nincty (90) days after the termination or expiration of this Lease, Tenant at its expense shall restore the Building and Premises to Landlord in the same condition as they were prior to this Lease, normal wear and tear and casualty excepted. If Landlord request that Tenant not remove all or a portion of the improvements, title to the affected improvements (which shall not include Tenant's Antenna Facilities) shall thereupon transfer to Landlord, and thereafter the improvements shall be the sole property of Landlord, and Tenant shall be relieved of its duty to remove said improvements. Any personal property, equipment or other improvements which are not timely removed as prescribed herein shall become the property of Landlord, at Landlord's option. Notwithstanding any other provision of this Lease, Tenant's obligation to pay Rent hereunder shall continue until Tenant has complied with this subsection 11.2. If Tenant fails to remove the Tower and Antenna Facilities within the time period prescribed herein, Landlord at its option may cash the performance bond or letter of credit required under Section 15 in order to remove said facilities and restore the Building and Premises to its original condition.

12. TAXES

12.1 Right to Contest Taxes. Tenant shall pay any personal property tax, real property tax, state franchise tax, or any other tax which is directly attributable to the leasehold estate, presence or installation of the Tenant's Antenna Facilities, or Tenant's presence or operations on the Premises. Landlord hereby grants to Tenant the right (with written notice to Landlord complying with Section 23 herein) to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property tax, real property tax that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly or indirectly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment; such notice must comply with Section 23 herein.

13. INSURANCE

13.1 Endorsement Copies. Prior to the commencement of any work under this Lease, Tenant shall furnish copies of all required endorsements and a Certificate(s) of Insurance to the City of San Antonio Information Aviation Department ("Aviation"), which shall be clearly labeled "Airport San Antonio Intl Repf" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by a broker and signed by the broker authorized to issue the certificates on behalf of the insurance company. The Landlord will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the broker's original signature, including the signer's company affiliation, title and phone number. The Landlord shall have no duty to pay or perform under this Lease until such certificate and

endorsements have been received and approved by Aviation. No officer or employee, other than the City of San Antonio Risk Manager, shall have authority to waive this requirement.

- 13.2 Right to Review Coverage. The Landlord reserves the right to review the insurance requirements of this section during the effective period of this Lease and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City of San Antonio Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Lease. In no instance will Landlord allow modification whereupon Landlord may incur increased risk.
- 13.3 Liability Limits. Tenant's financial integrity is of interest to the Landlord; therefore, Tenant shall obtain and maintain in full force and effect for the duration of this Lease, and any extension hereof, at Tenant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory Limits
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Property Insurance – for physical damage to the property of Tenant, including improvements and betterments to the Tower and Antenna Facilities.	Coverage for a minimum of one hundred percent (100%) of the replacement cost of Tenant's improvements

- 13.5 Specific Requirements. Tenant agrees that with respect to the above-required insurance, all insurance policies are to contain or be endorsed to contain the following provisions to the effect of:
 - Name the City of San Antonio, its officers, officials, employees, volunteers, and elected representatives as an <u>additional insured by endorsement</u>, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Landlord, with the exception of the

- workers' compensation / employers liability, property and professional liability policies via blanket additional insured endorsement;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the Landlord is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the Landlord; and
- 13.6 Loss of Insurance Coverage. Tenant shall provide a replacement Certificate of Insurance without lapse in coverage with the expiration or cancellation of a given policy. Landlord shall have the option to suspend Tenant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Lease.
- 13.7 Landlord's Remedy for Tenant's Failure to Maintain Insurance Coverage. In addition to any other remedies Landlord may have upon Tenant's failure to provide and maintain any insurance to the extent and within the time herein required, Landlord shall have the right to order Tenant to stop work hereunder, and/or withhold any payment(s) which become due, to Tenant hereunder until Tenant demonstrates compliance with the requirements hereof.
- 13.8 No Limitation on Damages. Nothing herein shall be construed as limiting in any way the extent to which Tenant may be held responsible for payments of damages to persons or property resulting from Tenant's or its subcontractors' performance of the work covered under this Lease.
- 13.9 Tenant's Insurance Primary. Tenant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of Tenant's operations under this Lease.
- 13.10 Obligation to Procure Insurance. It is understood that the insurance required is in addition to and separate from any other obligation in this Lease.
- 13.11 Tenant Responsible for Damages to Self. Tenant and any Subcontractors are responsible for all damage to their own equipment and/or property.
- 13.12 Waiver of Claims against City of San Antonio. Tenant waives all claims against the City of San Antonio for injury to persons or property on or about the Property and Premises not caused by Landlord's negligence.

14. PERFORMANCE BOND

14.1 Construction and Removal Bond. Tenant shall, prior to commencing any construction on the Property, Building, and Premises, post a performance bond in form and with a surety company reasonably acceptable to Landlord, assuring that the improvements will be constructed without the attachment of any construction liens, which bond shall expire after the completion of the lien filing period. Tenant shall following completion of construction post

a removal bond (or, at Tenant's option, a letter of credit) from a surety or bank reasonably acceptable to Landlord, and in an amount of \$50,000 to assure that the funds will be available at the termination of the Lease for removal of the Antenna Facilities, and to pay any outstanding Rent during the Term and any Renewal Terms of this Lease.

14.2 Survival Clause. This Section 14 shall survive the expiration of this Lease.

15. INDEMNIFICATION

- 15.1 The Tenant covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City of San Antonio (and the elected officials, employees, officers, directors, and representatives of the City), individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Tenant's activities under this Lease, including any acts or omissions of the Tenant, any agent, officer, contractor, subcontractor, director, representative, employee, consultant or sub-consultants of the Tenant, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Lease, all without, however, waiving any governmental immunity available to the City under Texas Law and without waiving any defenses of the Parties under Texas, Federal, or International Law. The City shall have the right, to participate in such defense without relieving the Tenant of any of its obligations.
- 15.2 THE INDEMNITY PROVIDED FOR IN THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. HOWEVER, IN THE EVENT TENANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS, FEDERAL, OR INTERNATIONAL LAW.
- 15.3 THE TENANT SHALL ADVISE THE CITY IN WRITING WITHIN 10 DAYS OF ANY CLAIM OR DEMAND AGAINST THE CITY RELATED TO OR ARISING OUT OF THE TENANT'S ACTIVITIES UNDER THIS LEASE AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE TENANT'S COST TO THE EXTENT REQUIRED UNDER THIS LEASE.
- 15.4 THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

16. ASSIGNMENT

16.1 Tenant's Assignment Rights. Tenant shall have the right to assign or otherwise transfer this Lease to any person or business entity which (i) holds a currently valid FCC license to provide to the public from the Premises what are commonly known as cellular telephone services, (ii) is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the

assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon notice to Landlord of such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder; provided assignee accepts this Lease in full, without amendments or changes thereto, steps into the shoes of Tenant, including being responsible and liable for events or defaults which occurred prior to the assignment, and cures any outstanding defaults. All other proposed assignments not covered in (i) to (ii) herein will require 60 days prior notice to Landlord and the affirmative consent of Landlord, which will not be unreasonably withheld. Failure to obtain the affirmative consent of Landlord to the proposed assignment shall result in making the proposed assignment null and void.

- 16.2 Effect of Bankruptcy. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.
- 16.3 Landlord's Assignment Rights. Landlord may assign or transfer this Lease, and, upon written notice to Tenant of such assignment, shall be relieved of all liabilities and obligations hereunder provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Landlord in said Lease, including the obligation to respect Tenant's rights to non-disturbance and quiet enjoyment of the Premises during the remainder of the Term hereof.
- 16.4 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives, and assigns.

17. WAIVER OF LIENS

17.1 Waiver of Liens. Neither Party shall have the right to create or impose any extrajudicial liens or any other encumbrance on the Property, Building, Premises, Tower, Antenna Facilities, and any other property owned by the other Party. Specifically, Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent. Should Tenant fail to remove its Antenna Facilities as required by this Lease, then the waiver of lien rights is void. In addition, Tenant shall not bind, or attempt to bind, the Landlord for the payment of any money in connection with the construction, repair, alteration, addition, or reconstruction in, on, or

about the Tower and Antenna Facilities. Further, Tenant shall remove, within thirty (30) days after filing, by payment or performance bond, any mechanic's or materialman's liens filed against the Tower and/or Antenna Facilities and shall indemnify Landlord in connection with such liens to the extent Landlord incurs any damages, expenses, attorney's fees, or court costs.

18. QUIET ENJOYMENT AND AUTHORITY TO LEASE

18.1 Quiet Enjoyment and Authority to Lease. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has title to the Property and Building free and clear of any liens or mortgages, except those disclosed to Tenant, of record, or which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the Term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

19. ENVIRONMENTAL LAWS

Environmental Laws. Tenant, its officers, agents, affiliates, contractors and subcontractors and employees, shall not introduce or use any Hazardous Substance on the Property, Building, or Premises in violation of any applicable law. "Hazardous substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term pursuant to any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the Landlord may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or Building, or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that arise from Tenant's activities, or those of its officers, agents, affiliates, contractors and subcontractors and employees. The indemnification in this section specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 20 shall survive the termination or expiration of this Lease.

20. DISPUTE RESOLUTION

- 20.1 Dispute Resolution. Except as otherwise provided in this Lease, any controversy between the Parties arising out of this Lease or breach thereof, is subject to the mediation process described below.
- 20.2 Dispute Resolution Process. A meeting will be held promptly between the Parties to attempt in good faith to negotiate a resolution of the dispute. Tenant will be represented by individual(s) with decision making authority, and in the case Landlord, the Director or his designee(s) will attend the meeting regarding the dispute. If within twenty (20) days after

such meeting the Parties have not succeeded in resolving the dispute, they will, within twenty (20) days thereafter submit the dispute to a mutually acceptable third Party mediator who is acquainted with dispute resolution methods. Landlord and Tenant will participate in good faith in the mediation and in the mediation process. The mediation shall be nonbinding. Neither Party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

20.3 Cost of Mediation. The costs of mediation, including any mediator's fees, and costs for the use of the facilities during the meetings, shall be borne equally by the Parties. Each Party's costs and expenses will be borne by the Party incurring them.

21. TREATMENT IN BANKRUPTCY

21.1 Treatment in Bankruptcy. The Parties to this Lease hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this Lease Tenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. § 101, et seq. (the "Code"), this Lease is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

22. FORCE MAJEURE

Force Majeure. If a Party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Tenant invokes this provision because damage to the electronic equipment, Antenna Facilities or Premises has hindered, delayed, or prevented Tenant from using the Premises, Tenant may immediately erect any temporary electronic equipment on the Premises and such temporary antennas at such location as Landlord and Tenant may agree as is necessary to resume service, provided that such temporary facilities do not unreasonably interfere with Landlord's use of the Property and Building, or ability to repair or restore the Premises, Building, or Property. If, in Landlord's sole and absolute discretion, it elects to repair or restore the Premises, Building, and Property, upon completion of such repair or restoration, Tenant is obligated to repair or restore the electronic equipment and Antenna Facilities in accordance with the terms of this document.

23. NOTICE

23.1 Notices Regarding Lease. Any communication regarding this Lease shall be in writing and deemed delivered when delivered personally (with receipt acknowledged), or three days after deposit in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service for expedited delivery to be confirmed in writing by such courier, at the addresses listed or to such other address as either party may designate in writing.

<u>If intended for Landlord, to:</u> City of San Antonio

Office of City Attorney 100 S. Flores Street City Hall, 3rd Floor

San Antonio, Texas 78205

If intended for Tenant, to: San Antonio MTA, L.P.

d/b/a Verizon Wireless

180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

23.2 Operational and Emergency Contacts. The operational and emergency contacts of the Parties shall initially be as follows. Landlord and Tenant shall each notify the other as the following change from time to time:

Tenant Emergency Services contact:

Network operations center – 800-264-6620

If to Landlord, for general operational Landlord Emergency Services contact:

matters:

Aviation Department: 210-207-7242 Operational Control Center: 210-207-3433

24. CITY OF SAN ANTONIO ETHICS CODE

- 24.1 Prohibited Financial Transactions by City Personnel. The San Antonio City Charter and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: (i) a City officer or employee; (ii) his parent, child or spouse; (iii) a business entity in which the officer or employee, or his parent, child or spouse owns (a) 10% or more of the voting stock or shares of the business entity, or (b) 10% or more of the fair market value of the business entity; and (iv) a business entity in which any individual or entity above listed is a (a) subcontractor on a City contract, (b) a partner, or (c) a parent or subsidiary business entity.
- 24.2 Tenant Not City Personnel. Tenant warrants and certifies that Tenant and its officers, employees and agents are neither officers nor employees of the City.
- 24.3 Discretionary Contracts Disclosure Statement. Tenant has tendered to City a Discretionary Contracts Disclosure Statement, in the form prescribed in Exhibit G, in

compliance with the Ethics Code and acknowledged that City's reliance on the above warranties and certifications is reasonable.

25. GENERAL PROVISIONS

- 25.1 Compliance. The Parties will comply with all current local, state and federal laws, regulations, ordinances, and orders.
- 25.2 No Brokers. Each Party represents that no broker was involved in this transaction or is entitled to a commission.
- 25.3 Legal Authority. The signatories to this Lease guarantee they have full legal authority to execute this Lease and to bind Party to all of the terms, conditions and obligations in this Lease, which shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 25.4 No Fixtures. Tenant's Antenna Facilities will remain the sole property of Tenant whether or not attached to the Towers, Property, Building, or Premises provided that any structural modifications to the Tower (including mounting platforms or supports, but excluding Antenna Facilities), or to the Equipment Shelters or enclosures (including mounting racks), will become property of the Landlord, at Landlord's option, upon termination or final expiration of this Lease, and Tenant shall leave such on the Premises upon vacating. Tenant agrees that ownership of all structural modifications made to the Tower or Equipment Shelters or enclosures by, on behalf of, or for Tenant shall transfer to Landlord, and Tenant will transfer title of such facilities to Landlord.
- 25.5 Severability. If any provision of this Lease is held unconstitutional, void or invalid, the remainder of this Lease will remain in effect and the provision so held shall be reformed to reflect the parties' intent as closely as legally possible.
- 25.6 Applicable Law. THIS LEASE SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.
- 25.7 **Venue.** Any legal action or proceeding brought or maintained, directly or indirectly, resulting from this Lease shall be determined in the City of San Antonio, Bexar County, Texas.
- 25.8 No Warranties. Landlord makes no warranty, expressed or implied, and hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises. Tenant accepts the Premises "As Is."
- 25.9 Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.
- 25.10 Exhibits Incorporated. All Exhibits referred to herein or attached hereto are incorporated herein for all purposes.

- 25.11 Entire Agreement. This Lease with attached Exhibits A to G constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements. This Lease may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing, executed by both Parties, and by the San Antonio City Council.
- 25.12 Execution of Lease in Counterpart Copies. This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- 25.13 Prior Terminated Agreement. Landlord and Tenant agree that this Lease replaces the agreement between the City of San Antonio, a Texas Municipal Corporation, and San Antonio MTA, L.P. dated November 6, 1997 referenced by Tenant as Contract #NG 26203 ("Terminated Agreement"). Landlord and Tenant acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Lease, Tenant may continue to make, and the Landlord may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Lease.

(SIGNATURE PAGE TO FOLLOW)

26. SIGNATURES

IN WITNESS THERETO, the Parties affirm their signatures to this Lease following City Council approval of said Lease.

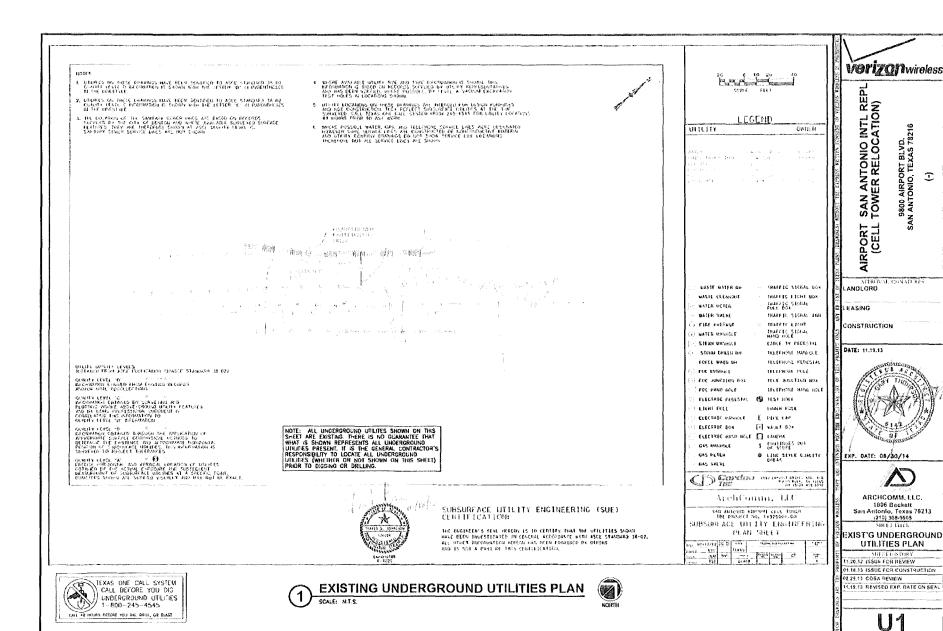
LANDLOKD:	
City of San Antoni	
Ву:	
Printed Name:	
Title:	
Date:	
Approved as to For	m:
City Attorney	
TENANT:	
San Antonio MTA, By Verizon Wirele Its General Partne.	
By:	
Printed Name:	Aparna Khurjekar
Title:	Area Vice President Network
Date:	

EXHIBIT A

(See Attached)

Site Plans - Engineering Design of Improvements, including Reinforcements to the Building

The notation of "(N)" as reflected throughout the attached Site Plans reflects the location(s) of Tenant's installation and construction of the wireless communication facility.



SAN ANTONIO INTL REPLOWER RELOCATION)

AIRPORT (CELL 1

ATTROVAL SHINATURES

ARCHCOMM LLC. 1006 Beckett

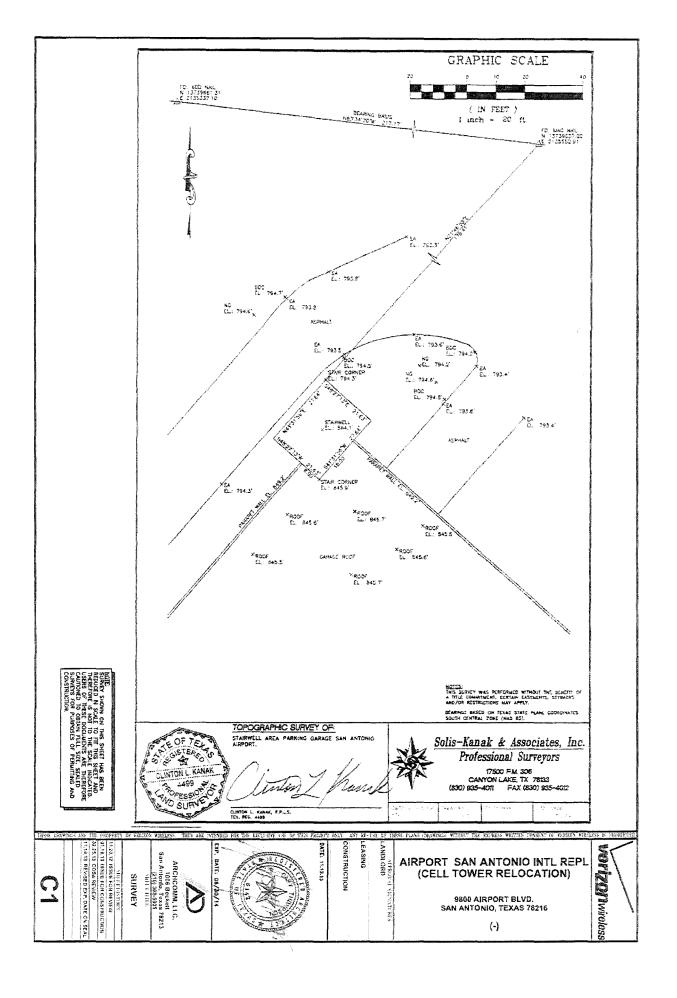
San Antonio, Texas 78213 (212) 308-9905

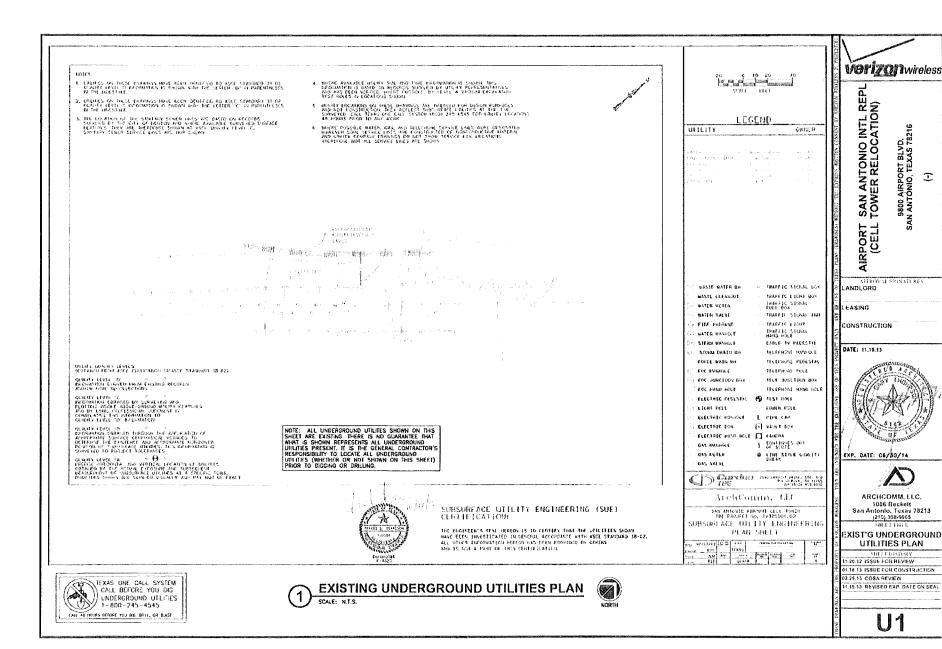
UTILITIES PLAN SHEELLESCORY

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9800 AIRPORT BLVD. SAN ANTONIO, TEXAS 78216

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GENERAL NOTES:

THE FOLLOWING GENERAL NOTES CONSTITUTE A MAJOR PART OF THESE CONTRACT DOCUMENTS. STRICT COMPLIANCE WITH THESE NOTES IS ESSENTIAL TO THE PROCESS OF WORK AT THE SITE.

- FOR THE PURPOSE OF THESE CONSTRUCTION DOCUMENTS, THE FOLLOWING DEFINITIONS SHALL APPLY:
 CONTRACTOR GENERAL CONTRACTOR UNDER CONTRACT TO OWNER OWNER VERIZON WIRELESS, PROJECT MANAGER OR DESIGNATED ALTERNATE
 LESSEE VERIZON WRELESS, PROJECT MANAGER OR DESIGNATED ALTERNATE
 LESSER VERIZON WRELESS
 LISSOR CHNERYMANAGEMENT OF THE HOST STRUCTURE
- CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL NATIONATY HAVING JURISDICTIONS (AMJ) FOR THE LOCATION. THE EDITION OF THE ANJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT JAWARD SHALL GOVERN THE DESIGN.

CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 518, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE; AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD,

NAME UNION; TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-F, STRUCTURAL STANDAROS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES: TA 807. COMMERCIAL BUILDING GROUNDING AND BONDING REQUIPELEMENT FOR TELECOMMUNICATIONS

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDIANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF

HEEF C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

ANSI TI.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION

FOR AIM CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODOS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRECTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC

- 3. CARE SHALL BE TAKEN TO LOCATE ALL EXISTING UNDERGROUND OBSTRUCTIONS, UTILITIES AND/OR EASEMENTS BEFORE DIGGING OR DRILLING ON THE SITE.
- UTILITY CHECK BEFORE COMMENCING ANY WORK AT THE SITE, CONTACT THE ONE CALL SYSTEM IN THE STATE IN WHICH UNDERGROUND WORK IS BEING DONE, REFER TO ONE CALL NOTE
- 5. ALL EXCAVATIONS SHALL BE BARRICADED FOR PERSONNEL PROTECTION AND CONCRETE PIERS SHALL BE FILLED BY END OF DAY.
- 6. CARE SHALL BE TAKEN TO PROTECT THE SITE AND THE CARE STALL BE TAKEN TO PROJECT THE SILE AND THE SURROUNDING AREA FROM FIRE HAZARD DURNING "HOT" OPERATIONS, ADEQUATE EQUIPMENT, PERSONNEL AND EMERGENCY COMMUNICATIONS SHALL BE PROVIDED TO PROTECT LIFE AND PROPERTY IN AND SURROUNDING THE CONSTRUCTION SITE
- ALL BIDGERS SHALL VISIT THE SITE BEFORE BIDDING TO FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS.
- VERIFY ALL EXISTING SITE CONDITIONS, QUANTITIES AND DIMENSIONS BEFORE STARTING WORK. NOTIFY THE CONSTRUCTION WARAGER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH
- DIMENSIONS NOTED AS '+/-" OR 'VERIFY' ARE BASED ON MATCHING EXISTING CONDITIONS AND MAY YARY SLIGHTLY FROM THE DIMENSIONS AS SHOWN. NOTIFY THE PROJECT MANAGER IF SIGNEFICANT VARIATIONS ARE ENCOUNTERED AT THE SITE.
- 10. THE BUILDER/SUBCONTRACTOR SHALL BE RESPONSIBLE WITH NO ADDITIONAL COSTS TO THE OWNER/LESSOR/PROJECT MANAGEMENT TEAM FOR ALL FEES, PERMIS, MSPECTION FEES RELATED TO THIS PROJECT, OR SEE THAT ANN AND ALL SUCH CHARGES ARE PAID BY THE RESPECTIVE SUBCONTRACTORS ASSOCIATED WITH THIS PROJECT.
- THIS BUILDER/SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING FACILITIES AND SHALL REPLACE OR REPAIR TO THE ORIGINAL CONDITION AS DETERMINED BY THE

- 12. CUT AND PATCH ANY AREAS WHERE REQUIRED BY THE SCOPE OF THIS PROJECT, MATCH EXISTING WORK AND MATERIALS EVEN IF SUCH WORK FALLS OUTSIDE OF THE LIMITS OF THIS CONTRACT.
- 13. THE OWNER OF THE SITE RETAINS SALVAGE RIGHTS TO ALL MATERIALS AND EQUIPMENT REMOVED FROM THE EXISTING WORK, MATERIALS AND EQUIPMENT NOT CLAUMED BY THE OWNER SHALL BECOME THE PROPERTY OF THE BUILDER/SUBCONTRACTOR WHO SHALL ASSUME COMPLETE RESPONSIBILITY FOR THE REMOVAL AND APPROPRIATE
- 14. VERIFY REQUIREMENTS OF OTHER TRADES PRIOR TO PROCEEDING WITH FABRICATION OF INSTALLATION OF MATERIALS.
- 15. COMPLETE SHOP DRAWINGS SHALL BE PROVIDED FOR ALL FABRICATED ITEMS FOR REVIEW PRIOR TO FABRICATION, DRAWINGS CONTINUED NO THESE CONSTRUCTION DOCUMENTS SHALL NOT BE REPRODUCED FOR
- FARRICATED STEEL COMPONENTS: UNLESS OTHERWISE NOTED ALL FABRICATED STEEL ITEMS SHALL BE HOT DIPPED GALVANIZED PRICE TO SHIPPING TO THE SITE.
- 17. DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE ACCOMPUSHED IN SUCH A MANNER THAT NO DISRUPTION OF EXISTING FACILITY OPERATIONS WILL OCCUR.
- 18. THE NATURE OF THE SITE RELATED ACTIVITIES REQUIRES THAT ACCESS TO THE SITE MUST BE MANAGED AT ALL THES DURING HOURS OF CPERATION AND WHEN THE SITE IS LINATTENDED. WORK WITH THE OWNERS REPRESENTATIVE FOR SAFETY AND SECURITY AT
- CONTRACTORS SHALL BE PEQUIRED TO PICK UP ALL OWNER SUPPLIED EQUIPMENT AS DIRECTED BY THE PROJECT MANAGER WITH MO ADDITIONAL COST TO THE JOB.
- 20. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION ON A DAILY BASIS.
- 21. CONTRACTOR SHALL HAVE A PRECONSTRUCTION MEETING WITH OWNER'S REPRESIDIATIVE TO DISCUSS ALL ASPECTS OF THE CONSTRUCTION SCOPE OF THESE OWNERS TO ENSURE HE IS FAMILIAR WITH AND UNDERSTANDS ALL REQUIREMENTS AND INTENT OF EACH ACTIVITY.
- 22. CONCRETE CUTING, DRILLING AND CORING:
 THE BUILDING CONTRACTOR SHALL TAKE CARE TO X-RAY ALL AREAS SUBJECT
 TO CUTTING, DRILLING, CORING OR ANY OTHER INTRUSION IN THE STRUCTURE,
 AS CROSE TO AVOID CAMAGE TO REINFORCING OR UTILITY COMPONENTS OF THE
 BUILDING, SHOULD ANY CAMAGE COUR TO THESE COMPONENTS THIS CONTRACTOR SHALL MAMEDATELY CONTACT THE ARCHITECT/ENGINEER FOR CORRECTIVE ACTIONS.

 F ANY ADDITIONAL CORNING, CUTTING OF DRILLING IS REQUIRED FIRST CONTACT
 ARCHITECT FOR ADDITIONAL INFORMATION, ALL OPENINGS THROUGH RATED SLABS OR HALLS SHALL BE INSTALLED TO MAINTAN EXISTING FIRE RATINGS
- 23. COAX/CONDUCTOR MOUNTING -- THIS CONTRACTOR SHALL PROVIDE ADDITIONAL UNISTRUY & COAX CLIPS FOR ATTACHMENT OF THEIR COAX AS MAY BE REQUIRED BY SCOPE OF THIS PROJECT.
- 24. COORDINATE LOCATION OF GROUND FIELD WITH BUILDING WANAGEMENT.
- 25, ELECTRICAL CONTRACTOR SHALL BE APPROVED BY THE BUILDING OWNER/WANAGERS.
- 26. ROOF AND FLASHING WORK SHALL BE DONE BY CONTRACTOR APPROVED BY APORT/OWNER MANAGEMENT, WORK BY THIS CONTRACT SHALL NOT YORD EXISTING ROOF WARRANTY. PROVIDE EXISTING STRAWELL ROOF SHOULD HAVE TEMPORARY PROTECTION AND PERMANENT WALK SURFACE TO PROTECT EXISTING ROOF.
- 22. SHES LOCATED ON OR WITHIN EXISTING FACILITIES: IT SHOULD BE UNDERSTOOD THAT THE CONSTRUCTION WORK PLACE IS AN INHERENITY DANGEROUS EMPRONUENT PARTICULARLY WHEN LOCATED ON OR WITHIN FACILITIES WHERE PREVIOUS CONSTRUCTION QUALITY AND INTEGRITY ARE UNKNOWN. IT IS THE RESPONSEMENTY OF THE OFMERAL CONTRACTOR TO HARTE AN IMPRECION OF ALL AREAS OF CONSTRUCTION RELATED ACTIVITY TO DETERMANE IF ANY CONDITIONS EXIST WITH POEINTAL HAZAROS TO LEE, LUB OR PROCESTY, THE GENERAL CONTRACTOR SHALL IN TURN REQUIRE ALL SUBCONTRACTORS RELATED TO THE WORK TO MEPORT SHOW RESPECTIVE AREAS OF OPERATION FOR MAZAROS AND TO MEPORT SHOW RECEIVED AREAS OF OPERATION OTHER INTERESTED PARTIES. POINT QU'T AND PROTECT AGAINST GROUNDSTY HERE THE PROCESSOR OF ALL MEDICATION AND CONTRACTOR AND HERE THE PROCESSOR. IDENTITY LOCATION AND CONTRACT AGAINST GROUNDSTY. HIDDEN HAZARDS. IDDITETY LOCATION AND CONDITION OF ALL MECHANICAL/
 ELECTRICAL COMPONENTS, CHRESS, SHAFTS, CERIMOS, FURRING, FIC. IN
 THE PROXIMITY OF CONSTRUCTION ACTIVITIES. EXAMINE ALL YERICAL AND
 HORIZONAL SIPPRACES ASSOCIATED WITH THE AREA OF OPERATION, TO STEP?.
 TEMPORAVILLY MARK ANY SURFACE OF DUESTIONABLE INTEGRITY ON
 TO NOT CLOD, "ON ONE CUT," ITO, AND MAKE ARRANGEMENTS TO PERMANENTLY
 SHORE, REMFORCE OR BLOCK OFF SUCH AREAS TO REDER TIFEL MEMBLESS.
 REPORT MAY POTTIVINIALY UNBACE CONDITIONS TO THE CARRIER'S PROJECT. COORDINATOR (WHO WILL COORDINATE WITH THE ARCHITECT AS REQUIRED)
 AND THE BUILDING OPERATION/MANAGEMENT. ON NOT ALLIE ANYONE TO
 CONTINUE WORK AT OR RAFA A POTENTIALTY WASAFE SITUATION UNTIL ALL
 PERSONNIL HAVE BEEN MADE AWARE OF SUCH COMMITTIES AND APPROPRIATE
 CORRECTIVE ACTIONS HAVE BEEN ACCOMPISHED.

- 28. ALL PERSONNEL SHALL BE CAUTIONED TO AVOID/LIMIT TIME SPENT IN THE PROXIMITY OF EXISTING OPERATIONAL RADIO TRANSISSION EQUIPMENT. AS A GENERAL RULE, DO NOT WORK OR WALK IN FRONT OF OPERATIONAL
- 29. THIS CONTRACTOR IS ADVISED THAT THIS SITE IS LOCATED ON A PARKING STRUCTURE THAT WAS CONSTRUCTED UTILIZING A CAST_HE-PLACE_CONCRETE STRUCTURE DESIGN. THIS CONTRACTOR SHALL EXCROSE CONCRETE STRUCTURED DESIGN. THIS CONTRACTOR SHALL EXCROSE CONTRICE CASE WHEN CUTTING, DRILLANG OR OTHERWISE WORKING WITH THE CONCRETE SLAB, WALLS AND FRAME, ALL AREAS SUBJECT TO OPERATIONS SHALL BE X_BREED TO DETERMINE LOCATION, OF EXISTING SIERL TENDONS AND/OR STRUCTURE AN STEEL RENORDERIG, AND/OR STRUCTURE WHERE ANY RENORDERIG, AND/OR STRUCTURE WHERE ANY RENORDERIG SELEMENTS WAY OCCUR. BEFORE PROCEEDING CONTACT ARCHITECT SHOULD ANY OUSFIDION AND EXOSTRUCTURE THE CONSTRUCTION. AND EXISTING DILLIDING TEREVISES FOR REPOSTRONNIG HISTOCOTIONS, DISCRIPTION TO THE EXISTING REMORREMENT WAY RESULT IN COSTLY REPAIR WORK THAT WILL BE PAID SOLELY BY THE SITE CONSTRUCTION CONTRACTOR.
- 30. IF THE INSTALLATION OF ANY PART OF THE WORK APPEARS TO COMPROMISE THE STRUCTURAL INTEGRITY OF THE EXISTING BUILDING THE CONTRACTOR SHALL FIRST CONTACT THE ARCHIECT/ENGINEER FOR DIRECTIONS AND CORRECTIVE ACTIONS BEFORE PROCEEDING.
- 31. ROUTE OF COAX & CONDUITS: PRIOR TO THE START OF CONSTRUCTION, THE BUILDING CONTRACTOR SHALL PRIOR TO THE START OF CONSTRUCTION, THE BUILDING CONTRACTOR SHALL SEARCH OUT THE ENTIRE LENGTH OF ALL COAX AND CONDUTY/CONDUCTORS ASSOCIATED WITH THIS PROJECT. FOLLOW ALL CONDUTS FROM FOWER SOURCES, FIELD SOURCES, FAUD GROUNDING RODS BLOK TO THEIR TERNINATION AT THE BTS CABRIETS, AND ALL COAX AND GROWND CONDUCTORS FROM THE BTS CABRIETS OF THE VARIOUS AMTERINA SECTIORS. LOCATE NEW CONDUCTORS THE CABRIETS TO THE VARIOUS AMTERINA SECTIORS. LOCATE NEW CONDUCTORS CLEAR OF EXISTING FOUPPRINT AND FACILITIES AS POSSIBLE AND OUT OF WAY OF NORMAL OPERATIONS. REFER TO THE V2 ABOVE FOR X-PARYMOD POTENTIAL LOCATIONS OF CORNING, CUTTING OR ORIGINAL AND AVOIDANCE OF FORTENIAL LOCATIONS OF CORNING, CUTTING OR ORIGINAL AND AVOIDANCE OF EXISTING RENFORCING/STRUCTURAL ELEVENTS.
- 32. <u>INSTALLATION OF EQUIPMENT:</u>
 IT IS THE INTERT OF THIS CONTRACT THAT IN ADDITION TO PROVIDING A FULLY OPERATIONAL SITE; THAT THE FINISHED INSTALLATION BE AS MINIMALLY NOTICEABLE AS POSSIBLE WHEN VIEWED FORM THE SURROUNDING AREA. INSTALL ALL COAK. JUMPERS, MOUNTS, ANTENNAS, AND OTHER MISCELLAKEOUS
- 33. INSTALLATION OF ANCHOR BOLTS:
 BECAUSE THE BUILDINGS EXISTING STRUCTURAL SYSTEM UTILIZES A CONCRETE,
 CAST—N-PLACE, POST-TENISIONED DESIGN, EXTREME CARE SHALL BE TAKEN IN
 THE USE OF ANCHORING DEVICES THAT ARE ORILLED AND SET INTO THE CONCRETE STRUCTURE USE OF ANCHOR BOLTS SHALL BE RESTRICTED TO INSTALLATION AS FOLLOWS: REFER TO GENERAL NOTE \$22.
 - A. VERTICAL OR LIPTURNED CONCRETE WALLS & COLUMNS INSTALL HILTI HAB MID4100 (3/8" BY 4" LONG MAX.) NON-CHEMICAL, UNDERCUT ANCHORS. DRAL NO DEEPER THAN 4" INTO CONGRETE SUBSTRATE. AVOID ALL EXISTING STEEL REINFORCING.
 - B. OVER OR UNDER ANY CONCRETE SLAB, BEAM, GIRDER OR JOIST INSTALL HATI HID (3/6° BT 2° LONG MAX) CHEMICAL "DROP IN" ANCHORS, ORALL NO DEFERE HAM 2° HIDC CONRETC SUBSTRATE. THE CONTRACTOR IS ADVISED THAT ENISTING BEAMS, GIRDERS AND JUSTS WALL HAVE BEEN NUSTALLED INTEGRAL WITH THE DISTINGS LIABS, THEREFORE DUE CARE SHALL BE TAKEN TO EXAMINE ALL UPPER AND LOKER SURFACES OF THE EXISTING STRICLINE BEFORE ANY SUCH WORK IS STARTED, THIS HIMTED EMBEDMENT INDICATES THE USE OF CHEMICAL ANCHORS, AVOID ALL EXISTING STEEL REINFORCING.
 - C. ANY SUBSTITUTIONS TO PROCEDURES OR MATERIALS NOTED HEREIN MUST HAVE WRITTEN APPROVAL FROM THE STRUCTURAL ENGINEER BEFORE ANY ACTION IS TAXEN, ANY QUESTIONS RECARDING INSTALLATION OF ANCHOR BOLTS WILL BE DIRECTED TO THE ARCHITECT AND/OR ENGINEER AS
- 34. FIRE RATED WALLS/SLABS:

 IF DURNO THE COLURSE OF THE WORK MY CONDUIT, CONDUCTOR AND/OR COAY, PASSES THROUGH MAY RATED PARTITION, FLOOR OR ROOF STRUCTURE THE PENETRATION SHALL BE PROTECTED WITH MA APPROPRIATE FIRE RATED ASSIGNARY AS IS NEEDED TO MAIGHT THEN IPLACE CONSTRUCTION AND AS REQUIRED BY ACCEPTED LOCAL, STATE OR FEDERAL COVERNING ORDMANCES WHERE THE PROJECT RESIDES.
- 35. GROUND SYSTEM REFER TO GROUNDING & ELECTRICAL DRAWINGS/SPECIFICATIONS.
- 38. GENERAL CONTRACTOR SHALL NOTIFY THE AVAITON DEPARTMENT 48 HOURS IN ADVANCE FOR ANY PLANNED OUTAGES.

Verizonwireless

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CONSTRUCTION

DATE: 11.19.13



EXP. DATE: 08/00/14



ARCHCOMM, LLC. 1006 Beckett San Antonio, Texas 78213 12101308-9905

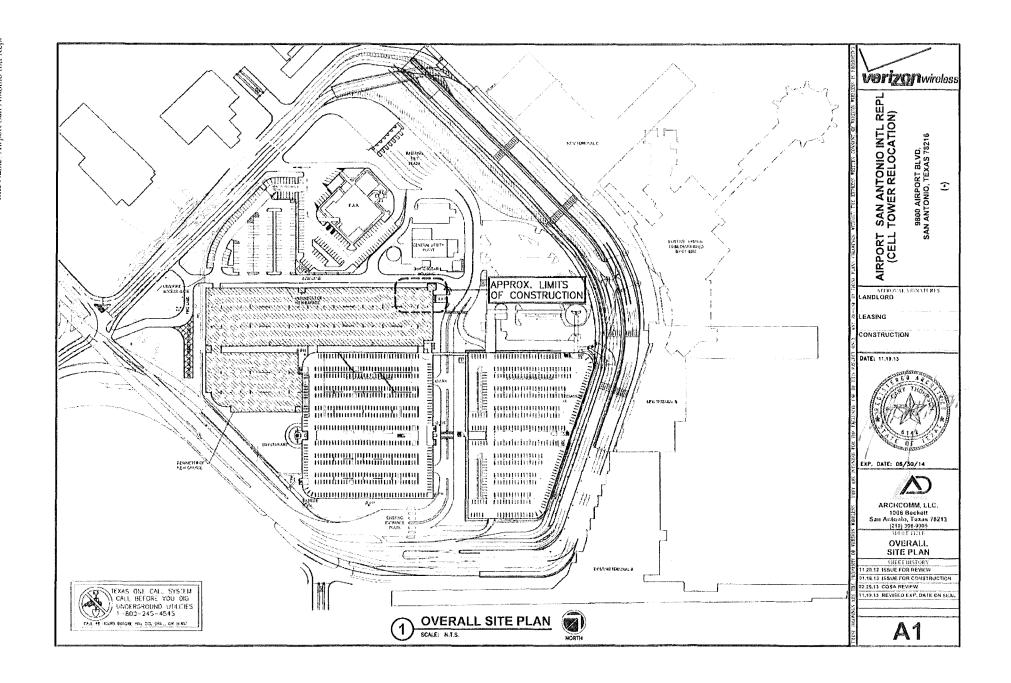
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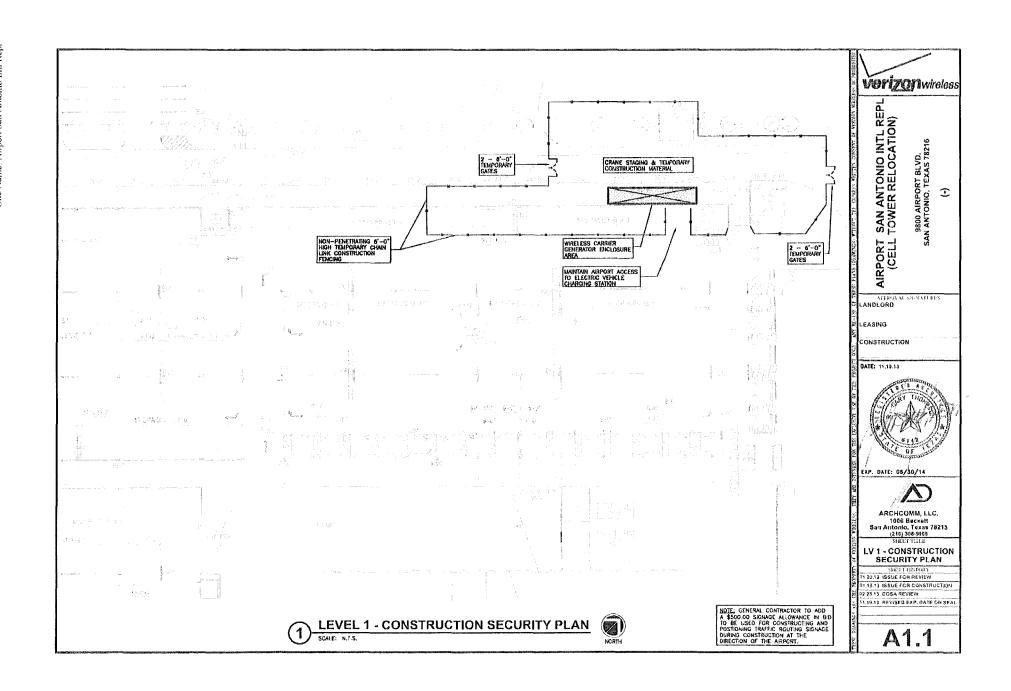
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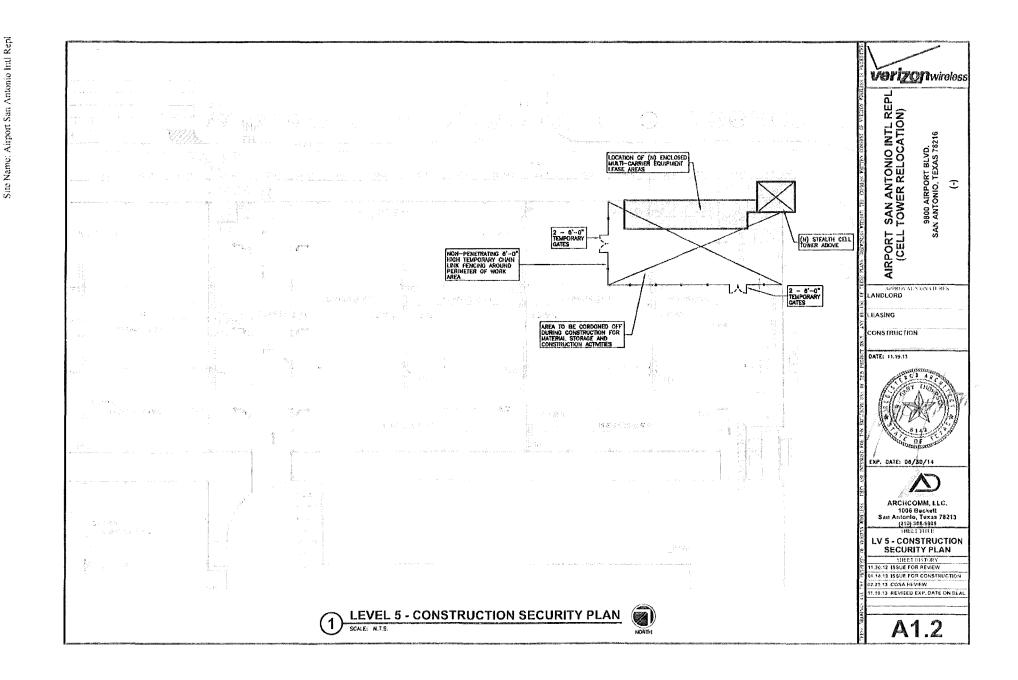
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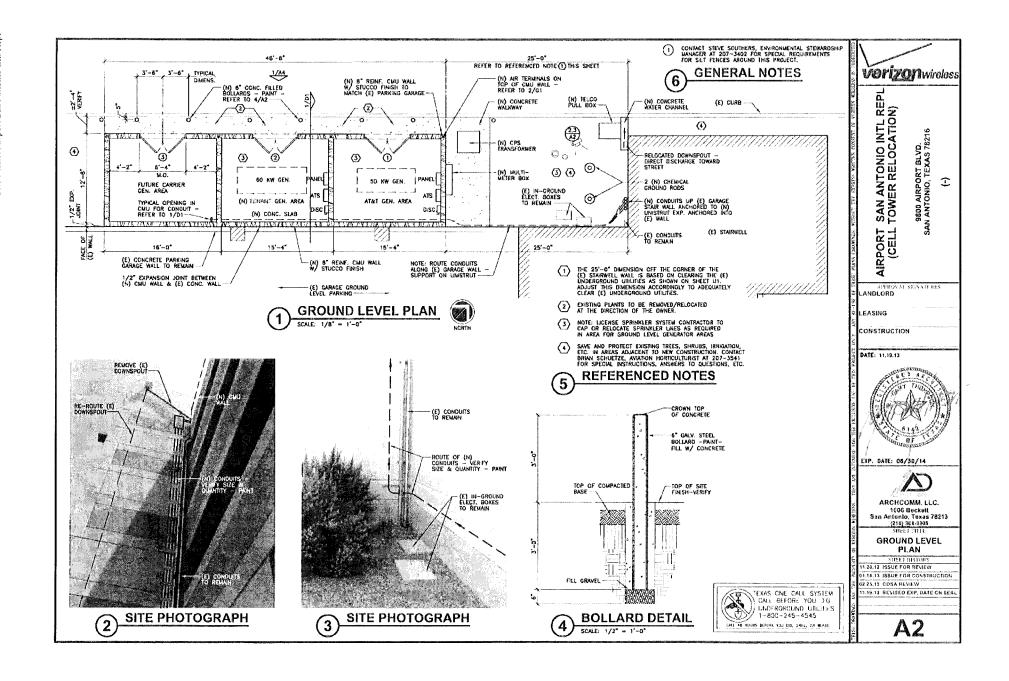
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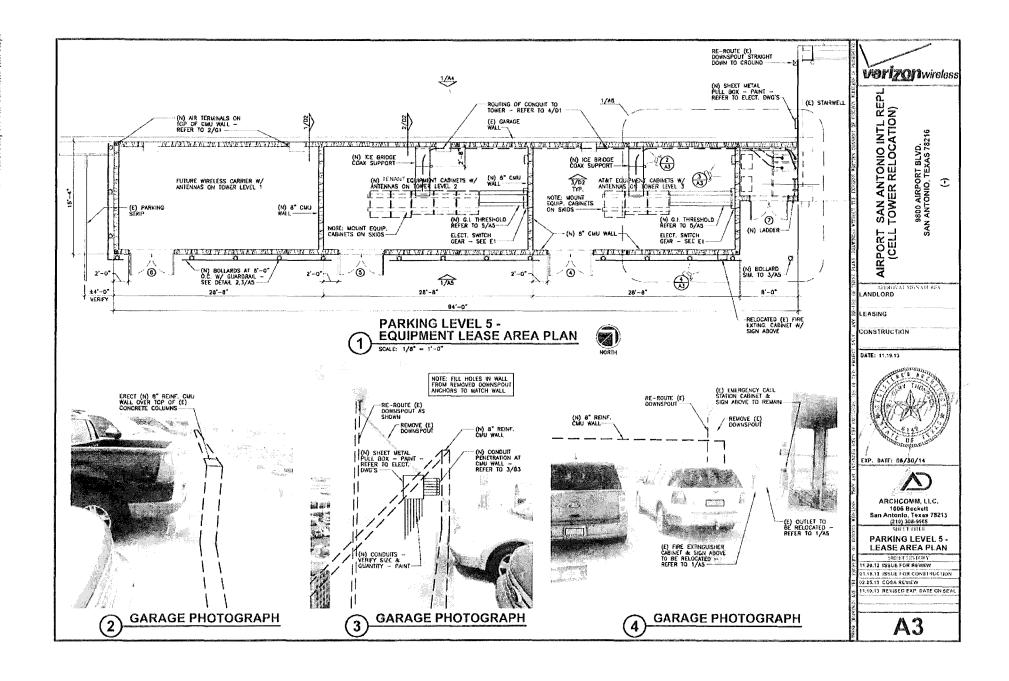
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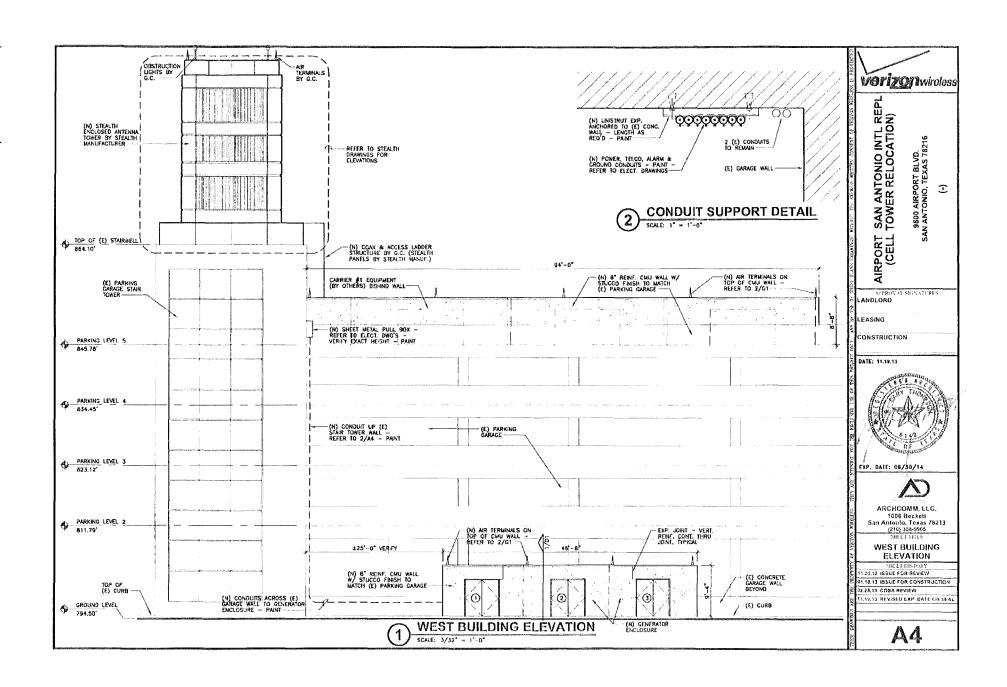


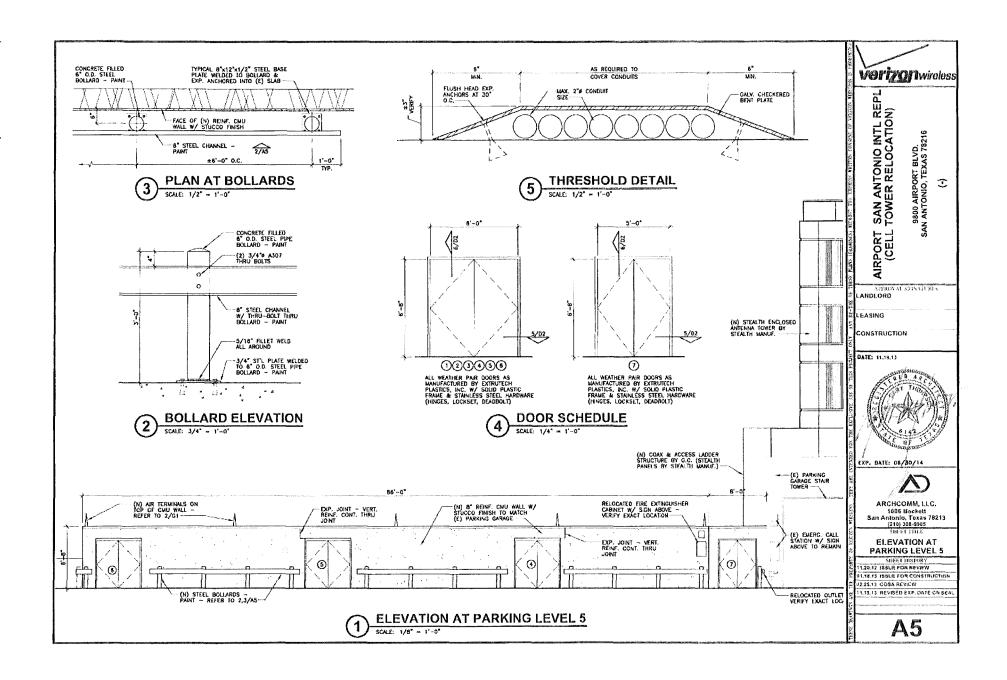


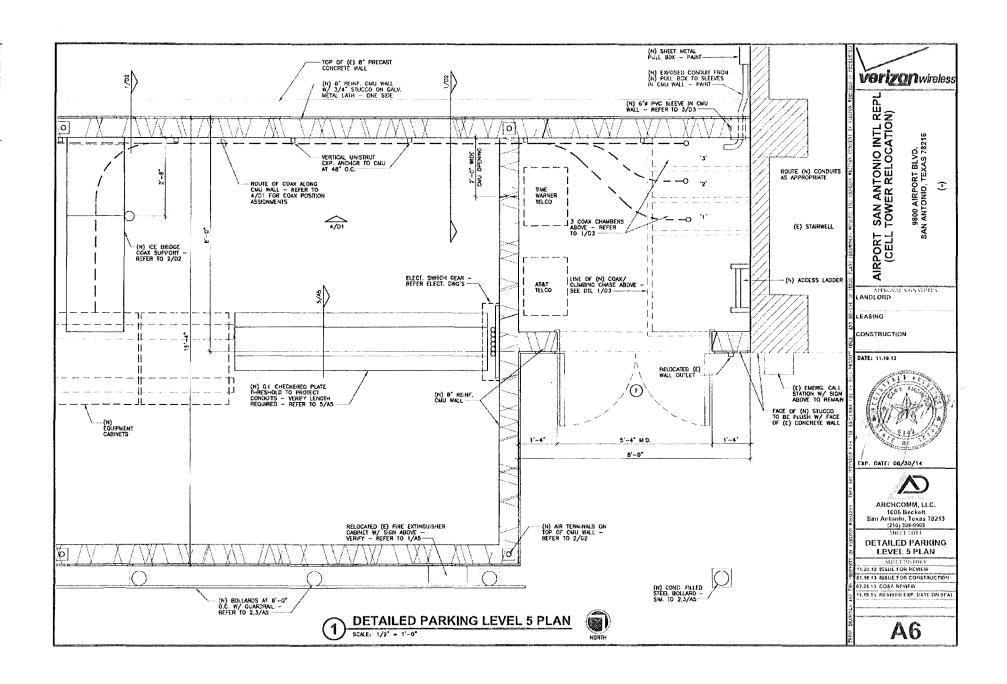


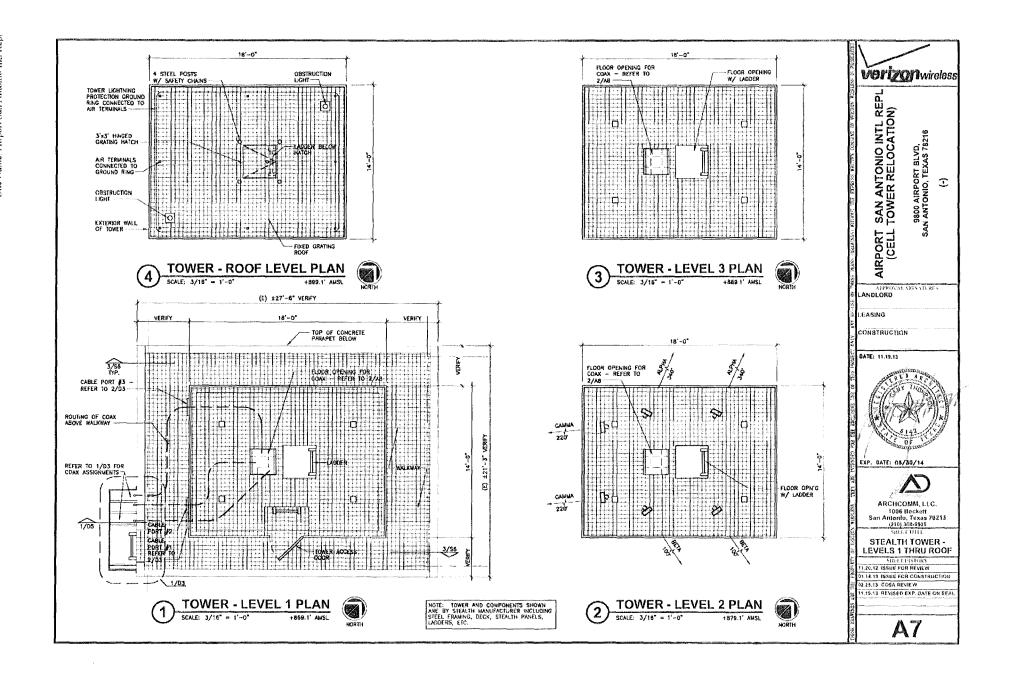


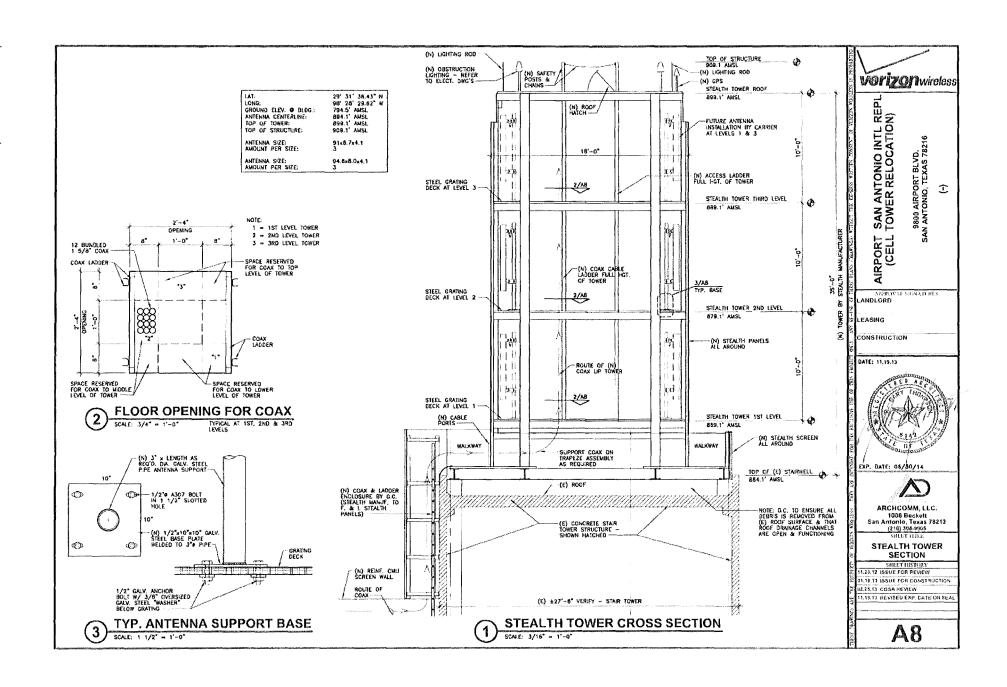












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COAX BENDING RADIUS SCALE: NONE



Solis-Kanak & Associates, Inc. Professional Land Surveyors

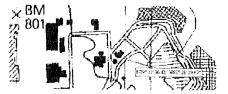
1-A Certification

Date of Fest Somey JULY 2, 2012

(3) TYPICALLY ONLY THREE (3) ANTERWAS PER SECTOR WAS INSTALLED BUT SPACING ON THE DELTA FRAME SHOULD BE ALCOHOD FOR SHOULD THE RE PLAY INDICALE THE HEED FOR THE EX ANTERMA.

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Ste Location SAN ANTONIO, 1X See Name: AIRPORT PARKING GARAGE



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Latitude and Longitude - "(to within fifteen (15) feet)

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Elevation of Asphalt 791.6" AMSL (NAV2) 881 Example of Grown 1945 AMSL (MAY) 88; Example of Grown 1945 AMSL (MAY) 88; Example of Tipe of Could 1945 AMSL (MAY) 88; Example of Grown 1945 AMSL (MAY) 89; Example of Top Grown 1988 8942 AMSL (MAY) 88; Example of Top Spar

The above information is they and context for within the given specifications?

Register ES Professional Land Surveyor No. 4499 G. Jobs 2012:12-0189:14 dec

CUMPONEL KANAS 9 1499

Page 1 of 1

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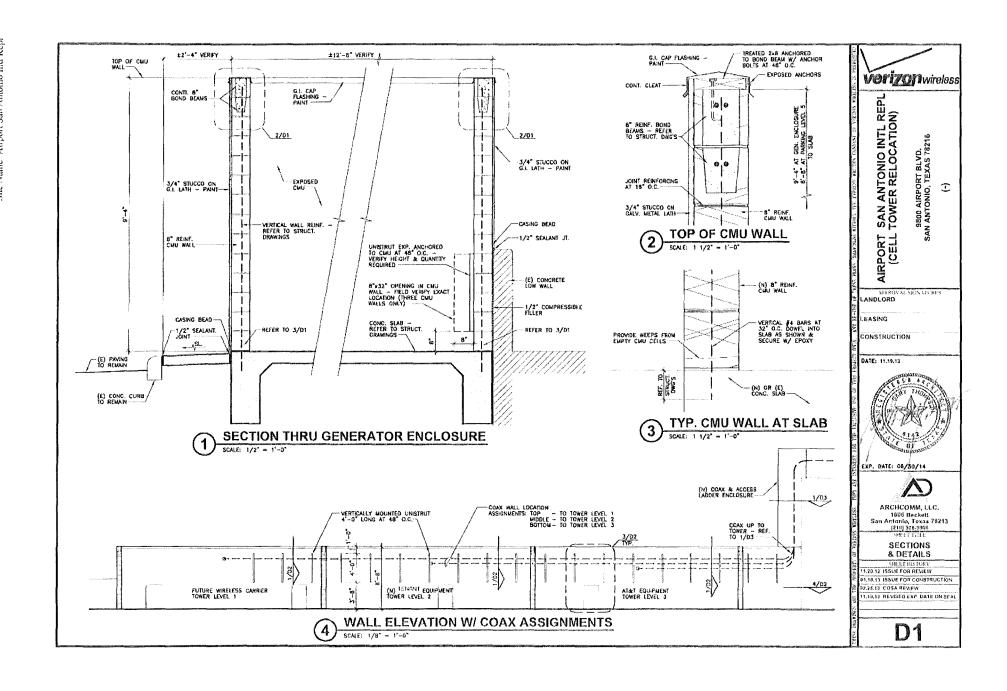
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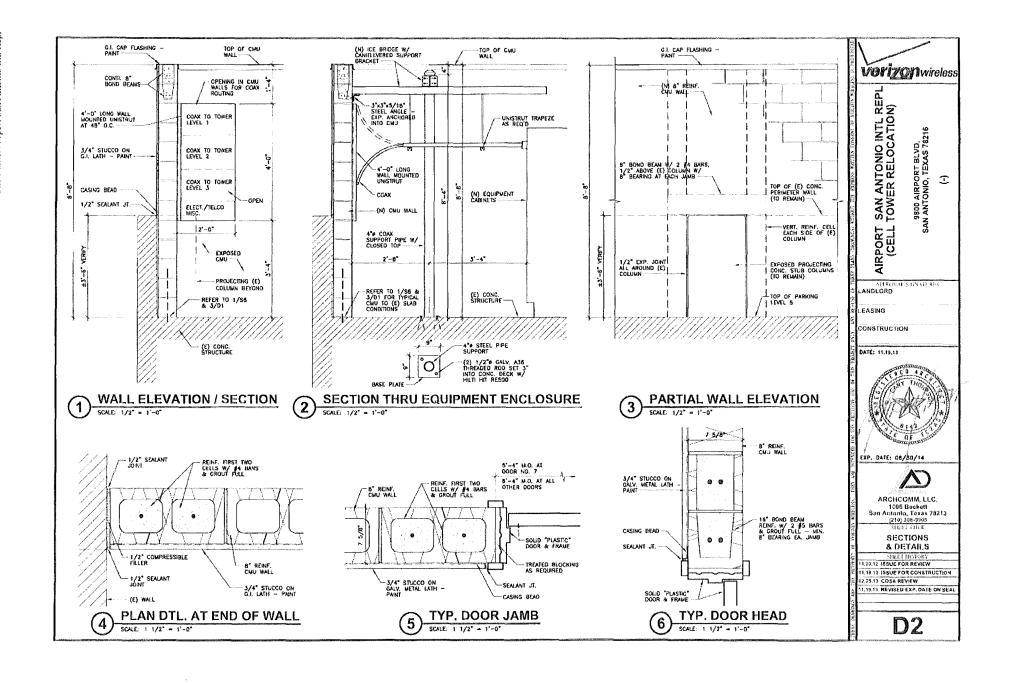
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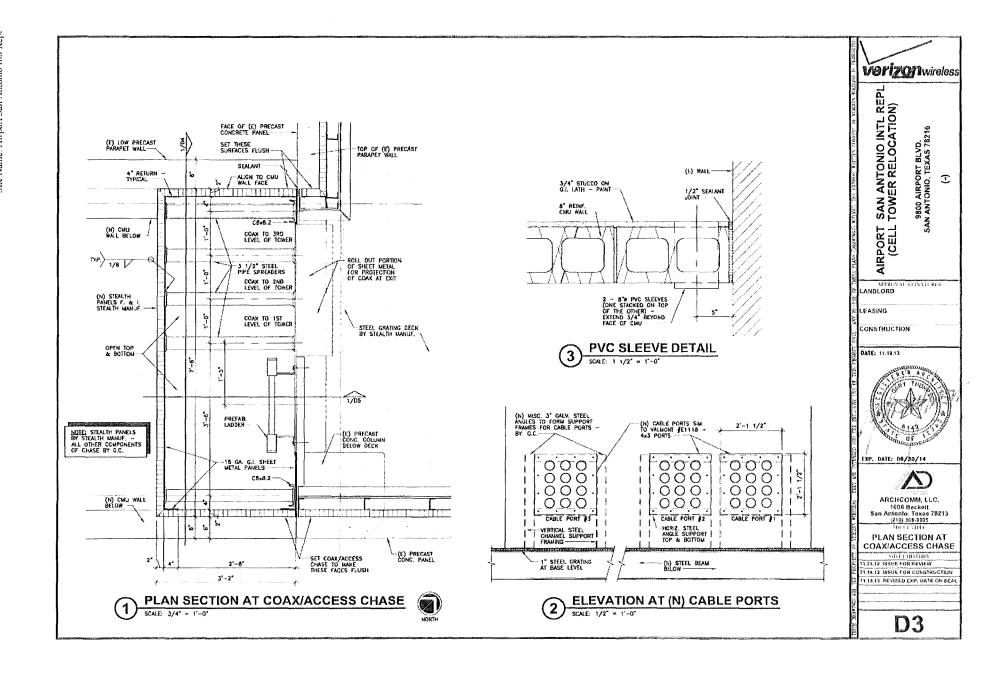
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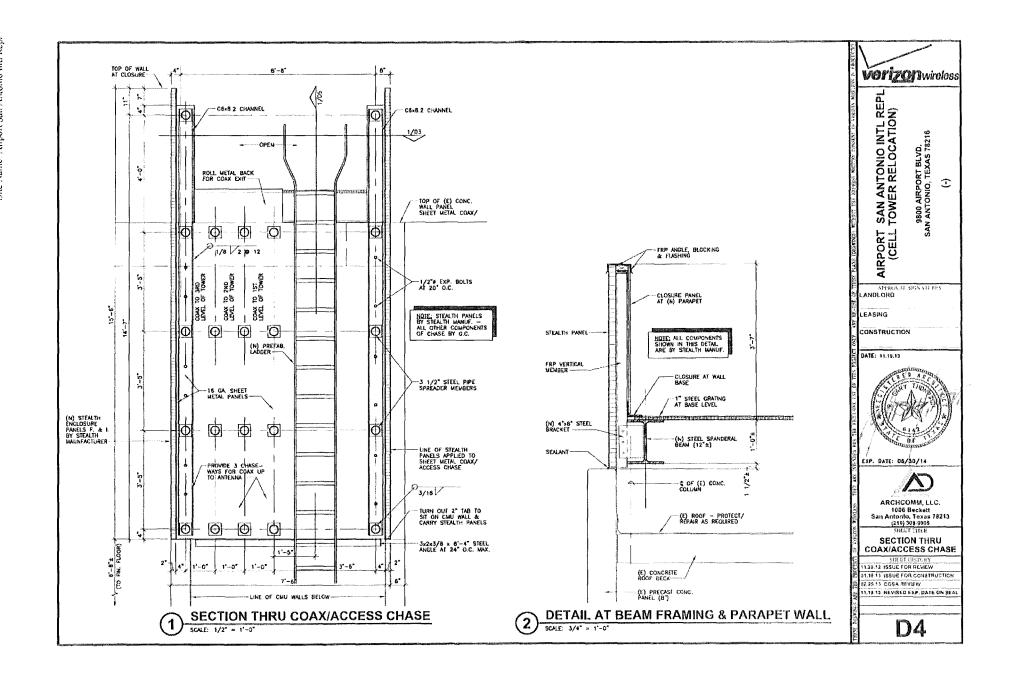
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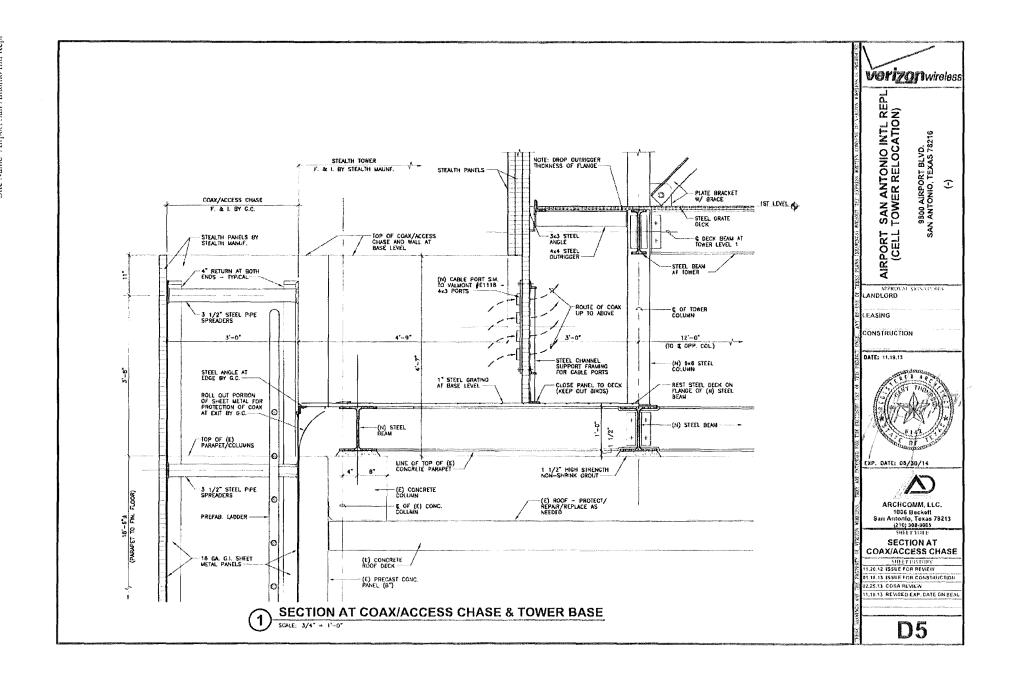
91.67.14 REVISED RF SHEET











CONTINUED:

CN-12 CONCRETE SHALL BE CONVEYED TO AND DEPOSITED IN FORM WORK NEAR ITS FINAL POSITION, WITH A FREE VERTICAL DROP NOT EXCEEDING 3 FEET. PLACE CONCRETE IN 12 INCH MAXIMUM LAYERS AND COMPACT EACH LAYER BY MECHANICAL VIBRATING.

CN-13 SCREEDING, RE—STRAIGHTENING, AND FINISHING OPERATIONS SHALL COMPLY WITH ACI 302.1R. COORDINATE ALL FINISHES WITH ARCHITECTURAL DRAWINGS AND FLOOR FINISH REQUIREMENTS. CAREFULLY TOOL ALL EXPOSED EDGES.

GN-14 CURE CONCRETE FOR AT LEAST SEVEN DAYS BY MOISTURE CURING, SEALED MOISTURE RETAINING COVER CURING, OR A CLEAR WATERBOURNE CURING COMPOUND CONFORMING TO ASTM C.309.

CN-15 PATCH HONEYCOMB, TIE HOLES, AND MINOR DEFECTS WITH ONE PART CEMENT AND TWO PARTS SAND IMMEDIATELY AFTER REMOVING FORMS

CN-16 NOTIFY ENGINEER WHEN FORM WORK AND REINFORCING IS IN PLACE SO ENGINEER CAN OBSERVE REINFORCING STEEL PRIOR TO ALL CONCRETE POURS.

CN-17 INDEPENDENT TESTING LABORATORY SHALL TAKE SAMPLES AND PERFORM SLUMP AND COMPRESSION TESTS PER ASTM C-39 ON CONCRETE PLACED EACH DAY AT THE RATE OF ONE SET OF FOUR CYLINDERS FOR EACH 80 CU, YDS. OR FRACTION THEREOF WITH A MINIMUM INTERVAL OF 50 CU, YDS. BETWEEN SAMPLES.

CONCRETE NOTES:

CN-1 ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI 301 "SPECIFICATION FOR STRUCTURAL CONCRETE BUILDINGS" AND ACI 318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE."

CN-2 CONSTRUCTION TOLERANCES SHALL CONFORM TO ACI 117
"STANDARD TOLERANCES FOR CONCRETE CONSTRUCTION AND
MATERIALS."

CN-3 CONTRACTOR SHALL DESIGN, CONSTRUCT, ERECT. SHORE, BRACE AND MAINTAIN FORM WORK ACCORDING TO ACI 301. WOOD FORM WORK SHALL BE #2 COMMON OR BETTER PLYWOOD, EXPOSED SURFACES SHALL BE NEW OR LIKE NEW MOISTURE RESISTANT FIR FORM PLYWOOD. LIGHTLY COAT FORMS WITH NON-STAINING FORM OIL, REMOVE SURPLUS OIL.

CN-4 REINFORCING STEEL SHALL BE DOMESTIC NEW BILLET STEEL CONFORMING TO ASTM A615 GRADE 60, EXCEPT TIES AND STIRRUPS MAY BE GRADE 40, BARS DESIGNAIED AS CONTINUOUS SHALL BE LAPPED 48 BAR DIAMETERS. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 AND SHALL BE LAPPED 8" MINIMUM AT SPLICE POINTS OR 1 1/2 MESHES, WHICHEVER IS GREATER.

CN-5 PORTLAND CEMENT SHALL COMPLY WITH ASTM C-150, TYPE
1. FLY ASH SHALL CONFORM TO ASTM C-618, NORMAL WEIGHT
AGGREGATE SHALL COMPLY WITH ASTM C33, WATER SHALL BE
POTABLE AND COMPLY WITH ASTM C94.

CN-6 CONCRETE SHALL BE NORMAL WEIGHT, LABORATORY DESIGNED TO DEVELOP MINIMUM SPECIFIED 28 DAY COMPRESSME STRENGTH AND PROPORTIONED AS FOLLOWS:

SLAB ON GRADE: 3000 PSI, 5 SACKS OF CEMENT PER CUBIC YARD, 1 1/2" MAXIMUM AGGREGATE, MAXIMUM SLUMP OF 5".

FLY ASH IS LIMITED TO A MAXIMUM 20% CEMENT REPLACEMENT BY WEIGHT.

CN-7 ALL REINFORCING STEEL SHALL BE FREE OF RUST, SCALE, AND DRIED CONCRETE, AND SHALL BE ACCURATELY BENT AND SECURELY ITED INTO POSITION TO PREVENT MOVEMENT DURING CONCRETE PLACEMENT. RAISING REINFORCEMENT DURING POUR WILL

CN-B CONCRETE COVER SHALL BE AS FOLLOWS, UNLESS NOTED OTHERWISE:

- A. CONCRETE CAST AGAINST EARTH 3"
- B. CONCRETE EXPOSED TO EARTH OR WEATHER: BARS 3/4" AND LARGER IN DIAMETER - 2 INCHES BARS SMALLER THAN 3/4" DIAMETER - 1 1/2"
- C. CONCRETE NOT EXPOSED TO WEATHER OR GROUND: SLAB ON GRADE — 1 1/2" FROM TOP OF SLAB UNLESS NOTED OTHERWISE

CN-9 SET AND BUILD ANCHORAGE AND OTHER EMBEDDED ITEMS INTO FORM WORK AS REQUIRED FOR OTHER WORK THAT IS ATTACHED TO OR SUPPORTED BY CONCRETE, COORDINATE WITH OTHER DISCRIBLINE.

CN-10 CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C-94 "STANDARD SPECIFICATION FOR READY-MIXED CONCRETE."

CN-11 CONCRETE WHEN DEPOSITED SHALL HAVE A TEMPERATURE NOT BELOW SO'F OR ABOVE SO'F. APPROPRIATE MEASURES SHALL BE TAKEN TO MAINTAIN TEMPERATURE RANGE AND PREVENT WATER EVAPORATION FOR 5 DAYS AFTER PLACEMENT. SALT OR OTHER CHEMICALS SHALL NOT BE ADDED TO PREVENT FREEZING.

STRUCTURAL EARTHWORK FOR GRADE SUPPORTED FOUNDATIONS:

SE-1 BEFORE ANY CONSTRUCTION IS BEGUN, PERFORM ROUGH GRADING AND CUT SWALES SO THAT GROUNDS WILL DRAIN AWAY FROM THE BUILDING, MAINTAIN BRININGE DURING ALL PHASES OF CONSTRUCTION SO THAT STORM WATER WILL BE CONDUCTED AWAY FROM THE BUILDING. KEEP EXCAVATIONS PUMPED FREE CF STORM WATER AT ALL TIMES.

86-2 PRECAUTIONS SHALL BE TAKEN TO PROTECT OPEN EXCAVATIONS FROM EXCESSIVE LOSS OR GAIN IN NATURAL MOISTURE LEVEL PRIOR TO PLACEMENT OF BASE MATERIAL. KEEP MOIST DURING DRY WEATHER AND KEEP STORM WATER PUMPED OUT, INCLUDING NIGHTS AND WEEKENDS, DURING RAINS.

SE-3 IN THE AREA OCCUPIED BY THE FOUNDATION, PLUS 3'-O", REMOVE A MINIMUM OF 1'-O" EXPANSIVE SOIL INCLUDING ALL ORGANIC MATERIALS, ROOTS, ETC. FROM THE SITE. DO NOT USE FOR UNDER FLOOR FILL. REMOVE ADDITIONAL MATERIAL AS NECESSARY TO PROVIDE A MINIMUM OF 1'-O" OF SELECT FILL. DO NOT UNDERGUT EXISTING FOUNDATION ELEMENTS. EXCAVATE AT 45 DEGREES FROM BASE OF EXISTING FOUNDATION TO REQUIRED DEPTH. THE EXCAVATION STALL BE BENCHED IN HORIZONTAL PLANES AS REQUIRED TO MEET MINIMUM GUT AND FILL REQUIREMENTS.

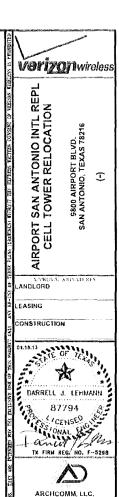
SE-4 THE SUB GRADE SHALL BE SCARRIED JUST PRIOR TO FILL PLACEMENT TO A MINIMUM DEPTH OF 6" AND RECOMPACTED TO MINIMUM OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TEX-113-E COMPACTION TEST, MAINTAINING MOISTURE CONTENT BETWEEN -1 AND +3 PERCENTAGE POINTS UNTIL COVERED.

SE-S SELECT FILL SHALL CONFORM TO TXDOT SPECIFICATIONS, ITEM 247, TYPE "A" GRADE 2. NO DIRT FILL SHALL BE USED UNDER THE BUILDING FOUNDATION. SUBMIT WRITTEN CERTIFICATION OF COMPILANCE WITH TXDOT, ITEM 247 SPECIFICATIONS BY TEST PERFORMED ON FIELD FXAMPLES.

SE-8 FOR A DISTANCE OF 3'-0' OUTSIDE OF THE BUILDING LINE. AND BEGINNING AT THE LOW END, BUILD UP TO THE ELEVATION OF THE BOTTOM OF THE SLAB WITH SELECT FILL. REFERENCE SE-4 FOR MINIMUM FILL THICKNESS REQUIREMENTS. ALL FILL SHALL BE PLACED IN 8' LOOSE HORIZONTAL LIFTS AND COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY TXDOT

SE-7 PERFORM ALL EARTHWORK DESCRIBED ABOVE BEFORE TRENCHING FOR GRADE BEAMS OR MECHANICAL LINES.

SE-B EXCESS FILL AT BUILDING PERIMETER SHALL BE CUT AND GRADED TO COMPLY WITH FINISHED GRADE REQUIREMENTS INCLUDING PLANTING SOIL FINISH GRADE SHALL PROVIDE PERMANENT DRAINAGE AWAY FROM BUILDING, PLACE IN 8" THICK LOOSE LIFTS AND COMPACTED TO A MINIMUM OF 90% OF THE MAXIMUM DRY DENSITY PER ASTM D698.

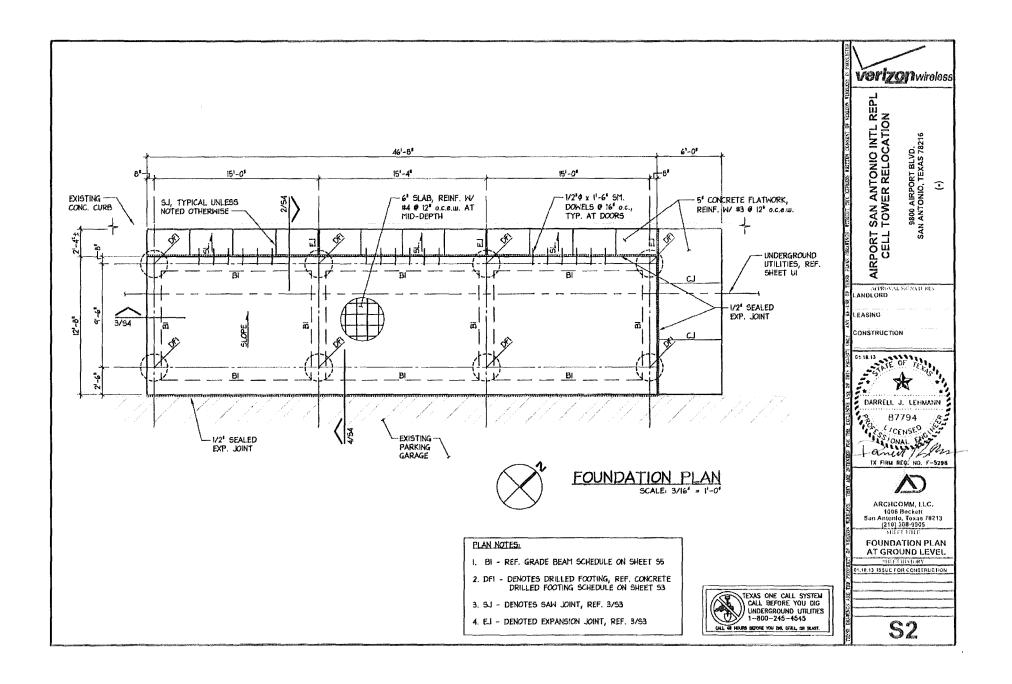


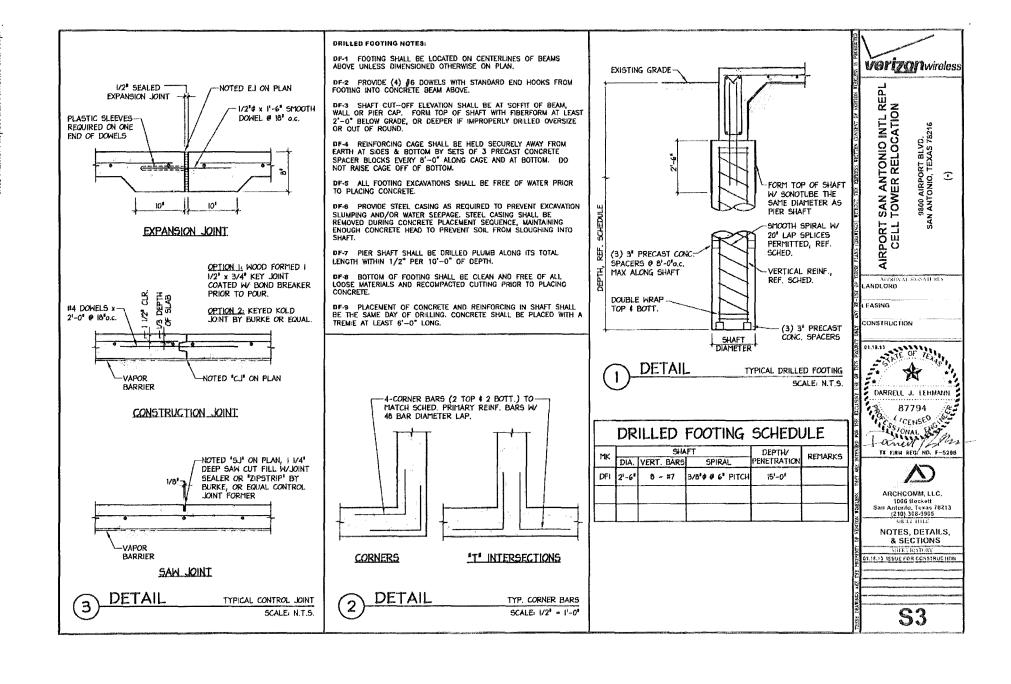
1006 Beckett San Antonio, Texas 78213

(210) 308-9905 SHELL THILL NOTES

SUFERT HIS BORY

01.18.13 ISSUE FOR CONSTRUCTION





REINFORCED CONCRETE MASONRY NOTES:

MN-4 ALL CONCRETE MASONRY SHALL CONFORM TO THE "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES," ACI 530.

MN-2 CONCRETE MASONRY UNITS (CMU) SHALL BE HOLLOW, LOAD BEARING LIGHTWEIGHT UNITS CONFORMING TO ASTM C90 GRADE N, TYPE 1.

MN-3 REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60. HORIZONTAL JOINT REINFORCING SHALL BE TRUSS TYPE CONFORMING TO ASTM 82. HOT DIP GALVANIZE JOINT REINFORCING AFTER FABRICATION TO COMPLY WITH ASTM A153. CLASS 82.

MN-4 MORTAR SHALL CONFORM TO ASTM C270, TYPE "S".

MN-5 GROUT FOR FILLING CELLS SHALL CONFORM TO ASTM C478.
GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI
AT 28 DAYS.

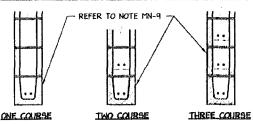
MN-6 REINFORCED CMU SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF "m=1,500 PSI. COMPRESSIVE WALL DESIGN STRENGTH ("m") SHALL BE VERIFIED BY INDEPENDENT TESTING LAB BY PRISM TESTS BEFORE MASONRY CONSTRUCTION BEGINS.

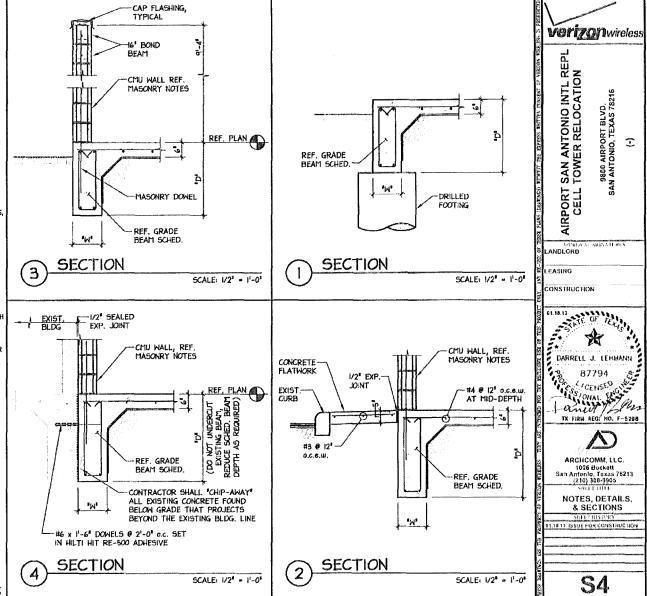
MN-7 PROVIDE GROUTED REINFORCED VERTICAL CELLS AND HORIZONTAL BOND BEAMS AT WALL TOP EDGES, CORNERS, FREE ENDS, WINDOW AND DOOR JAMBS, LINTELS AND OTHER LOCATIONS WHERE SHOWN ON ARCHITECTURAL DRAWINGS. REINFORCE EACH GROUTED CELL AND BOND BEAM WITH 1-#4 BAR CONTINUOUS (REINFORCE LINTELS AS SPECIFIED BELOW). PROVIDE MATCHING DOWELS IN FOUNDATION FOR VERTICAL REINFORCEMENT.

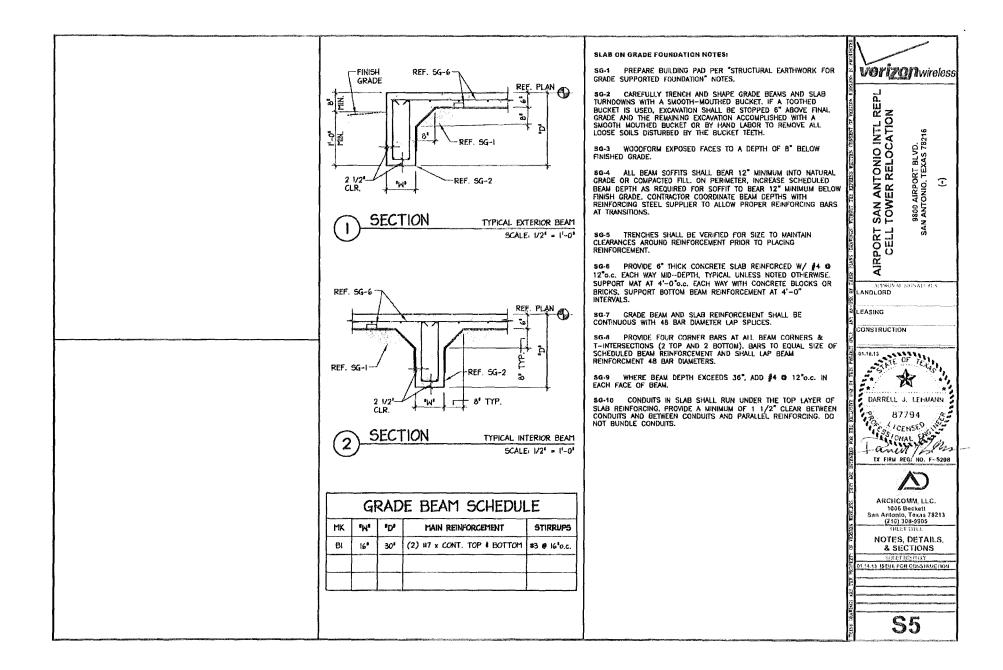
MN-B BASIC VERTICAL REINFORCEMENT FOR EXTERIOR WALLS SHALL BE #4 @ 24°o.c. (EVERY 3rd VERTICAL CELL). REINFORCE EVERY OTHER HORIZONTAL MASONRY JOINT (VERTICAL SPACING OF 16°o.c.) WITH JOINT REINFORCING (3/16 INCH SIDE RALS AND 3/16 INCH CROSS TES), OVERIAP 6° AT SPLICES.

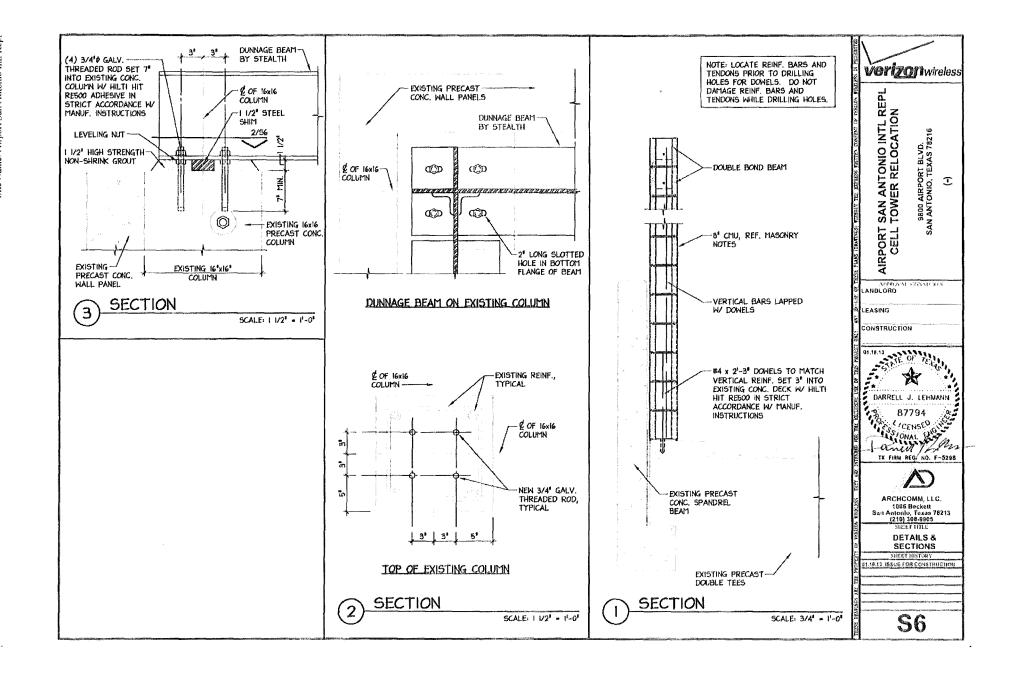
MN-9 PROVIDE GROUTED REINFORCED LINTELS WITH 8" BEARING EACH END OF ALL DOORS, WINDOWS, AND OTHER OPENINGS. USE ONE—COURSE LINTELS FOR OPENINGS UP TO 4"-0"; TWO—COURSE LINTELS FOR OPENINGS UP TO 8"-6"; THREE—COURSE LINTELS FOR OPENINGS UP TO 14"-0". REINFORCE EACH COURSE WITH 2-#5 BAR CONTINUOUS.

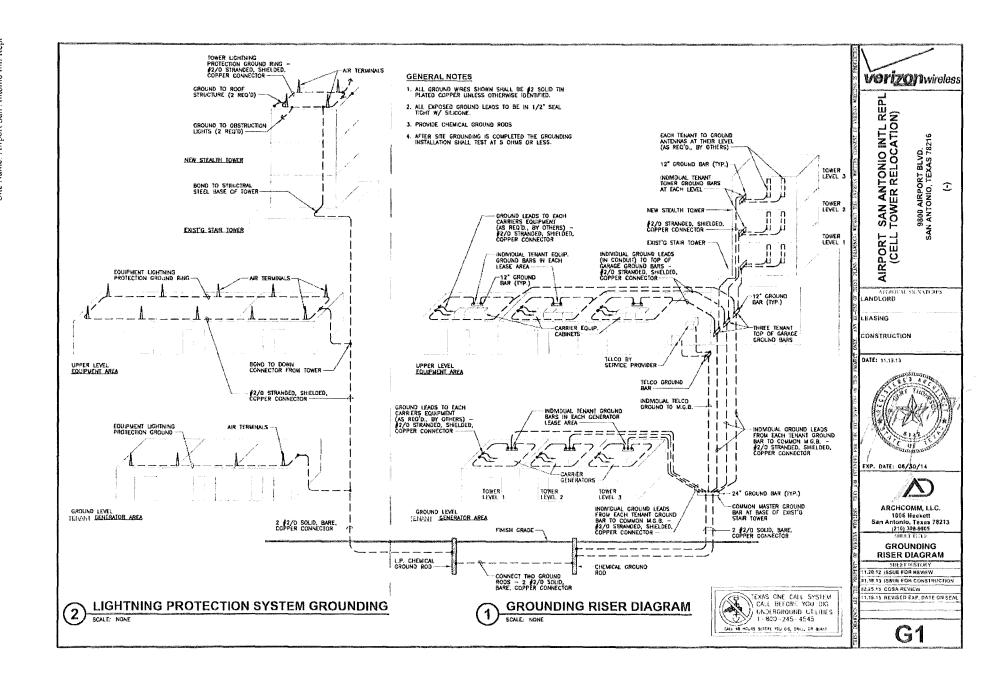
CITE	CLEAR OF	REMARKS	
SIZE	GREATER THAN	UP TO	REITARKS
ONE COURSE	-	4'-0"	8 BEARING
TWO COURSE	4'-0"	8'-6"	8' BEARING 8 EA, END
THREE COURSE	8'-6"	14'-0"	8' BEARING

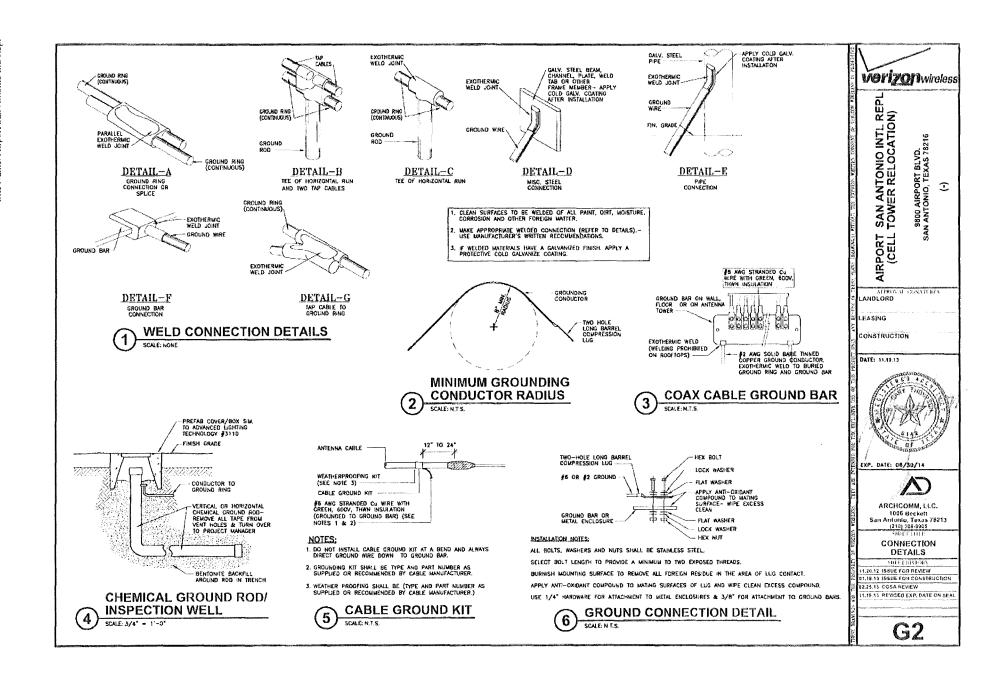


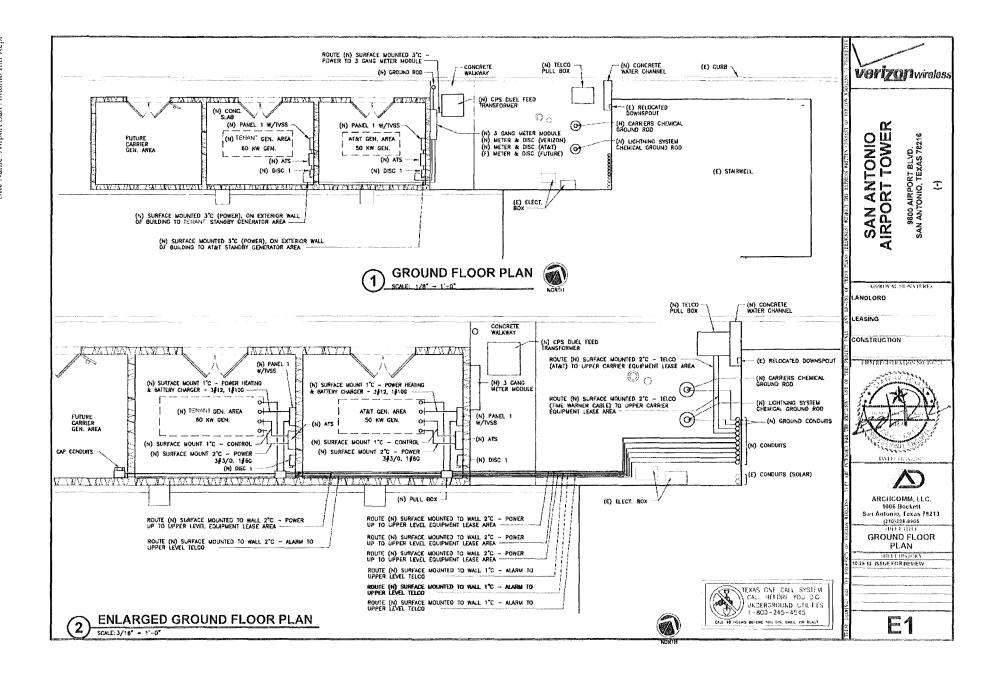


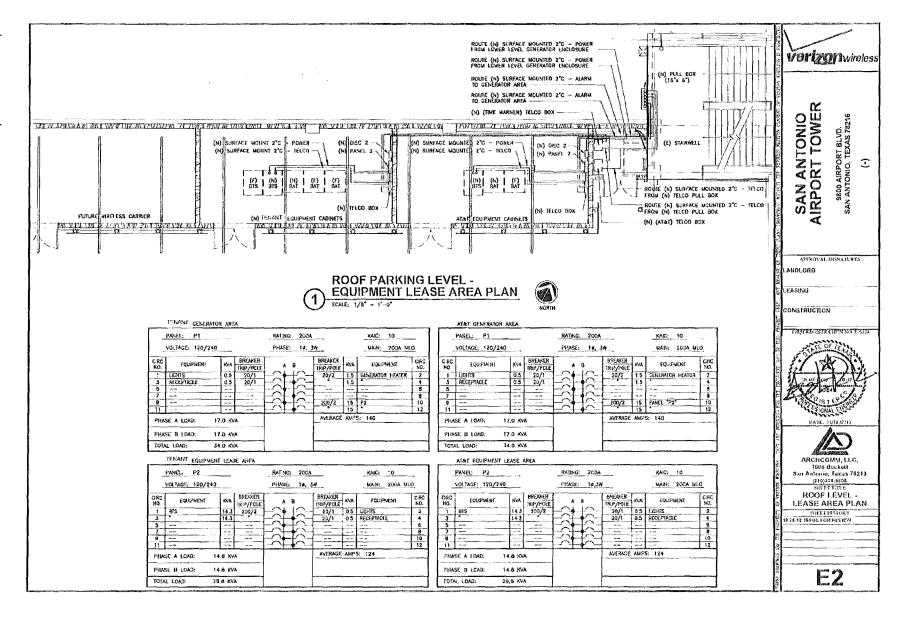


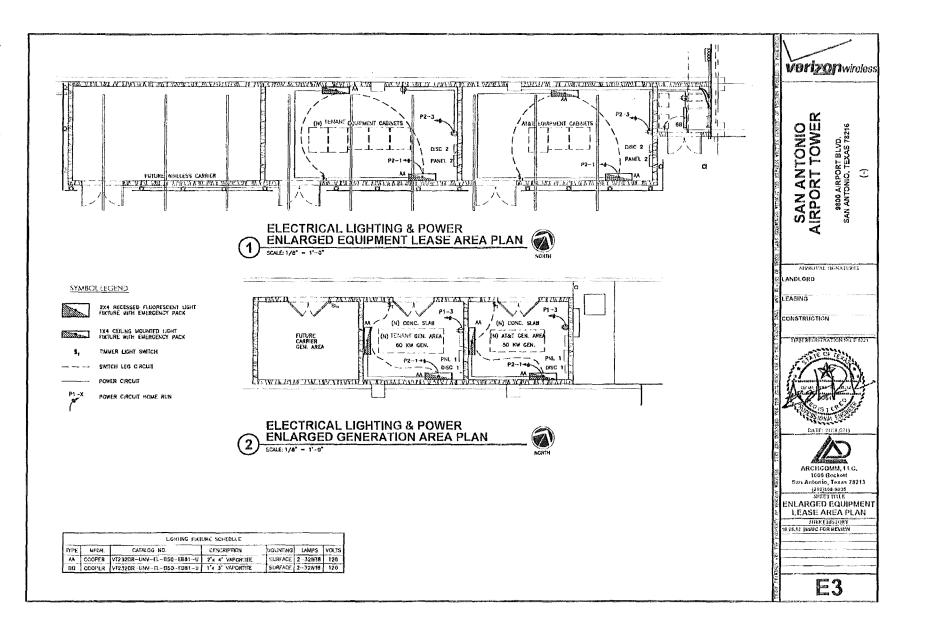


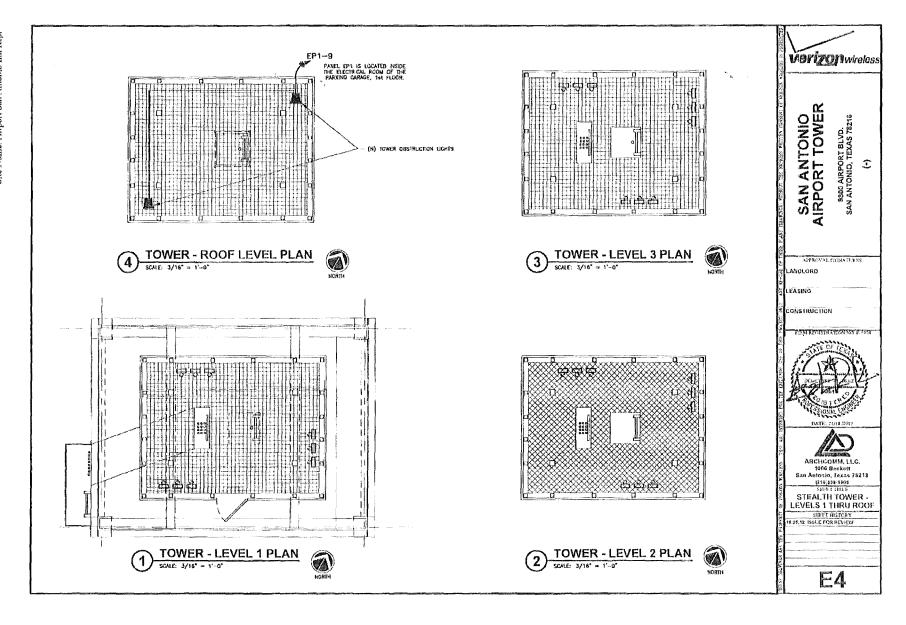


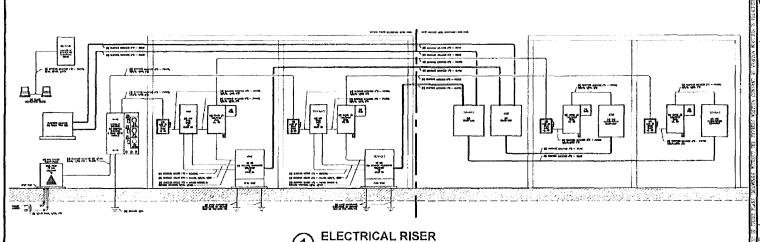












ELECTRICAL LEGEND

- THE STREET WETER
- J-BOX/PULL BOX
- O DUPLEX RECEPTACLE
- DISCONNECT, AMPS, FUSED OR NON-FUSED AS NOTED
- ATS AUTONATIC TRANSFER SWITCH
- TYSS TRANSIENT VOLTAGE SURGE SUPPRESSOR
- LINCERGROUND CONDUCT
- ABOVE GROUND CONOUIT
- OVERHEAD TELEPHONE
- CHE OVERHEAD ELECTRICAL USE UNDERGROUND ELECTRICAL; SIZE AS SHOWN
- JUGE UNDERGROUND TELEPHONE; SIZE AS SHOWN
- (N) NEW
- (E) EXISTENCE
- (F) FUTURE
- () KEYED NOTE NUMBER AS NOTED

PANELS TOTAL AUPS DESCRIPTION WSA 200 125 15 140 TENANT 200 125 140 15 FUIURE 200 125 15 140 OWER LIGHTING 1.0 1.0 0.0 1.0 600 NOTES:

SCALE: NOT TO SCALE

LOAD AVALYSIS		120/2400	2P	3'#	
OESCRIPTION	KVA	FACTOR	#CVA	AMPS	HSA
TOWNT "A" (N)	34.0	1,0	34.0		
TEMANT "B" (N)	34.0	1,25	42.5		
TENANT 'C" (F)	XX	1.25	ХX		
TOWER LIGHTING	0.5	1.25	XX		
TOTAL	68.5		78.5	400	600

GENERAL NOTES:

- ALL ELECTRICAL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST NATIONAL ELECTRICAL AND BURLDING CODES AND ALL OTHER CODES INVING JURISDICTION.
- ALL WIRE SHALL BE TYPE THWN COPPER, MINIMUM SIZE #12 AW3. EXCEPT CONTROL WIRNG.
- 3. ELECTRICAL CONTRACTOR SHALL CONNECT GROUNDS FROM FLECTRICAL EQUIPMENT OF MALO GROUND RING. ELECTRICAL CHICUST GROUND CONDUCTOR SHALL NOT 9E BONDED TO TECLIFICHT BONCED TO HALD GROUND RING.
- ELECTRICAL CONTRACTOR SHALL PAY FOR AND COORDINATE ELECTRICAL SERVICE LIPGRADES WITH LOCAL LITRIFY COMPANY.
- CONTRACTOR SHALL FILL IRENCH EXCAVATIONS AS NOTED IN TRENCHING NOTES OF THESE DOCUMENTS.
- ROUTING FOR ELECTRICAL CONDUITS AND FELCO CONDUITS SHALL BE COGROINATED WITH LESSEE AND ARCHITECT DRAWINGS.
- CONTRACTOR SHALL PROVIDE ALL TEMPORARY POWER ON JOB SITE INCLUDING INTRY CONDUCTORS, WETER AND DISCONNECTS AS REQUIRED, IF POWER COMPANY TEMPORARY SERVICE IS NOT AVAILABLE, CONTRACTOR SHALL PROVIDE A TORW MINISTRAL CENTERATOR TO SUPPLY DEMAND.
- B. COORDINATE EXACT ROLTE OF UNDERGROUND CONDUITS WITH LOCAL UTILITY COMPANY PRIOR TO INSTALLATION.
- 9. PROVIDE LONG SLEEVE ELBOWS,
- 10. WETER MODULE, GUTTER, TELCO CABINET, TVSS, ELECTRICAL PANELS, ATS, TRANSFORMER, AND DISCONNECTS ARE TYPICALLY PROVIDED BY OTHERS AND ARE SHOWN FOR REFERENCE ONLY.
- 11. SPOT ALL UTILITIES AND SPECIALTY HEMS SUCH AS GROUND ROOS AND GROUND RINGS PROR TO DIGICING. ITEMS SACE NOT LIMITED TO THE ABOVE. DAMAGED REMS SHALL BE REPARRED AT NO ADDITIONAL COST TO GWENE RACKHIL AND PAICH TO MATCH EMISTING CONDITIONS. REFER TO "TRENCHING" IN THIS PROJECT'S DOCUMENTS.
- 12. CONTRACTOR SHALL COORDINATE ELECTRICAL EQUAPMENT BONDING WITH HALD GROUND RANG WITH COMERACTOR PLAFFORMING THE WORK ON THE GROUNDING PLANS.
- 13. ELECTRICAL CONTRACTOR TO REQUEST A DUEL FEED TRANSFORMER FROM CPS EMERGY.

Verlzonwireless

SAN ANTONIO AIRPORT TOWE

9800 AIRPORT BLVD. « ANTONIO, TEXAS 78216

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APPROVAL SIGNATURES

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EASING

CONSTRUCTION

TRUST REGISTRATION NO. 1-5225



DATE ON S /2017

ARCHCOMM, LLC. 1006 Hackett Antonio, Texas 78211 (218)308-9905 SHEET THE

ELECTRICAL RISER

SHEET BESTORY 0.15.13 ISSUE FOR REVIEW

E5

ELECTRICAL SPECIFICATIONS

GENERAL:
THE WORK NICLUDED UNDER THIS SPECIFICATION SHALL
FURTHER INCLUDE THE FURNISHING OF ALL LIATERIALS
AND EQUIPMENT IN THE PERFORMING OF LABOR AND
SERVICES NECESSARY FOR A COMPLETE INSTALLATION
OF AN ELECTRICAL SERVICE AND GROUNDING SYSTEMS
FOR AN UNMANHED TELECOMMUNICATION FACILITY. INCLUDING ALL RELATED SYSTEMS AND ACCESSORIES FOR THE CONTEMPLATED SITE, AS SHOWN BY THE DRAWINGS AND HEREINAFTER SPECIFIED.

SCOPE: ALL WORK COVERED UNDER THIS SPECIFICATION SHALL BE PERFORMED IN STRICT ACCOMPANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELEMENCAL CODE, N.F.P.A. 70, AND STAMDARDS OF NATIONAL, STATE, AND LOCAL AGENCIES AND SHALL COMPLY WITH THE APPLICABLE ORDINANCES AND REGULATIONS.

THE CONTRACTOR SHALL SECURE AND OBTAIN ALL PERMITS AND LICENSES REQUIRED FOR THE PROJECT AND SHALL PAY ALL FEES IN CONNECTION WITH PERMITS, LICENSES AND BONDS TO LOCAL AUTHORITIES

SITE VISITATION:

VISIT THE SITE OF THE PROPOSED WORK AND CAREFULLY EXAMINE THE EXISTING CONDITIONS AND IMMITTANCE THEORY, ROUSERD THROUGH LIMITATIONS OF THE EXISTING CONDITIONS. THE CONTRACTOR SHALL BECOME FAMILIAR WITH ALL THE REQUIREMENTS OF THE DEMONSTRATION OF THE CONTRACTOR SHALL BE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF WORK. ARCHITECT/ENGINEER BEFORE INITIATING SITE WORK.

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS OF SPACE AVAILABLE AND THE SPECIFIC EQUIPMENT. RECOMMEND CHANGES TO LOCATION OF THE ELECTRICAL SERVICE, EQUIPMENT AND MATERIALS TO ALLOW THE COUPLETE MSTALLATION OF THE PROJECT, MAINTAIN EXISTING SERVICES AND STRUCTURES IN A SERVICEBLE

UTILITIES AND ELECTRICAL SERVICE :

THE DATA IS SHOWN AS ACCURATELY ON THE DRAWINGS AS THE SCALE MILL PERMIT. EACH BODER SHALL INCLUDE ADEQUATE FUNDS: IN HIS BID PRICE TO COVER THE INSTALLABION AND CONNECTIONS OF ALL UTILITIES AND HE RELOCATION OF ALL USISTING ELECTRICAL UTILITIES WHETHER SHOWN ON PLANS OR NOT. TEMPORARY ELECTRICAL CONTINUED WITH THE LOCATION SHALL BE COORDINATION. EXACT LOCATION SHALL BE COORDINATED WITH THE LOCATION SHALL BE SHOULD TEMPORARY FORMER FORM FIVE EXCURPANY SHOULD TEMPORARY FORMER FORM FIVE EXCURPANY ONLY BY ANALOGISE AND THE PROPERTY OF THE WILHMUM TOKW GENERATOR FOR TEMPORARY DEMAND.

THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND WORK, SUCH AS, SERVICE ENTRANCE CONDUCTORS. METER, METER ENCLOSURE, FEEDERS, CONDUITS, DISCONNECTS, PANELBOARD, CIRCUIT BREAKERS, LIGHTING, GUTTER, EMERGENCY GENERATOR RECEPTACLE, CABLE TRAY, TRANSFER SWITCH, TELEPHONE BOX, CONCRETE CORING, WALL PENETRATIONS, TRENCHING AND

THE CONTRACTOR SHALL MAINTAIN A SET OF HAND MARKED, CURRENT "AS-BUILT" BLUELINE CONTRACT DRAWING PRINTS ON THE JOB. UPON COMPLETION OF OFFICIAL PRINCIPLE ACCURACY PARKED IN RED IN SET OF BUELINE PRINTS LEG-BLY MARKED IN RED INK ON RED PENCIL. THE CONTRACTOR SHALL HOUSE A DOTTONS, AND BLEETONS TO UPDATE THE CHANGES, ADDITIONS, AND BLEETONS TO UPDATE THE CHANGES, ADDITIONS, AND BLEETONS TO UPDATE THE CHANGES, ADDITIONS

GUARANTEE:
THE ELECTRICAL CONTRACTOR SHALL GUARANTEE ALL
WORK COVERED BY THIS SPECIFICATION AND TO BE FREE
FROM FAULT, DEFECTIVE, OR IMPROPER AMERICAS OR
WORKLANSHIP FOR A PERIOD OF ONE (1) YEAR AFTER THE
FRAL ACCEPTANCE OF THE WORK. SHOULD ANY SUCH
FALURE DOCUR DURING SAID GUARANTEE PERIOD. THE
ELECTRICAL CONTRACTOR SHALL, AT HIS OWN EXPENSE
AMERIO AND MAKE GOOD ALL SUCH DEFECTS SETILEMENTS AND/OR FAULTS.

QUALITY ASSURANCE: THE CONTRACTOR SHALL PROMDE ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES THAT ARE LISTED AND LABELED AS DEFINED IN NIFA 70, ARTICLE 100, BY A TESTANG ASENCY ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION, AND MARKED FOR INTENDED USE, COMPLY WITH MIPA 70, PROVIDE WIRES AND CABLES SPECIFIED IN THE DRAWINGS THAT ARE LISTED AND LABELED.

THE CONTRACTOR SHALL PROTECT EXISTING FLECTRICAL EQUIPMENT AND INSTALLATIONS INDICATED TO REMAIN. IF DAMAGED OR DISTURBED IN THE COURSE OF THE WORK, DANAGED ON DEFORED IN THE COURSE OF THE WORK, REWOVE DAMAGED PORTIONS AND INSTALL NEW PRODUCTS OF EQUAL CAPACITY, QUALITY, AND FUNCTIONALITY. EXISTING CODE VICLATIONS SHALL BE IDENTIFIED AND CORRECTED BEFORE INITIATING PROJECT WORK,

ACCESSIBLE WORK: REMOVE EXPOSED ELECTRICAL EQUIPMENT AND INSTALLATIONS, INDICATED TO BE DEMOLISHED, IN THEIR ENTIRETY.

ABANDONED WORK: CUT AND REMOVE BURED RACEWAY AND WRING, INDICATED TO BE ABANDONED IN PLACE, 2 INCHES BELOW THE SURFACE OF ADJACENT CONSTRUCTION CAP RACEWAYS AND PANCH SURFACE TO MATCH EXISTING FINSH, REMOVE DEMOUSHED MARERUL FROM PROJECT SITE REMOVE, STORE, CLEAN, REINSTALL RECONNECT, AND MAKE OFFERTIONAL COMPONENTS INDICATED FOR RELOCATION.

ELECTRICAL REQUIREMENTS:
WHERE CONDUT PASSES THOUGH WALLS, FLOORS, OR
OTHER MASONY SURFACES, STEEL PIPE SIETVES SHALL BE
USED. THE INSIDE DIAMETER OF THESE SLEEVES SHALL BE
AT LEAST ONE—HALF SHACH REPAIRET HAT THE OUTSIDE
DAMETER OF THE CONDUIT TO BE INSERTED. AFTER THE
PIPES ARE INSTALLED, FILL THE ANNUAR SPACE BETWEEN
THE PIPE AND ITS SLEEVES WITH A MASTIC OR WITH SHREDDED LEAD USING PACKING AS REQUIRED.

SLEEVES PASSING THROUGH FLOORS SHALL BE SET TO PROJECT ABOVE FINISHED FLOORS AND BE FLUSH WITH THE UNDERSIDE OF THE SLABS, WHERE CONDUIT PASSES THROUGH INTERIOR WALLS OR FLOORS, RIGID CONDUITS MAY BE USED IN LIEU OF THE STEEL PIPE SLEEVES, PROVIDED THEY HAVE APPROXIMATELY THE SAME INSIDE DAMETER OF THE SLEEVES SPECIFIED ABOVE.

ALL PANELBOARDS, DISCONNECT SWITCHES, CIRCUIT BREAKERS, TERMINAL BOARDS, JUNCTION BOXES AND OTHER SPECIAL EQUIPMENT, ITEMS FURNISHED AND/OR INSTALLED BY THE ELECTRICAL CONTRACTOR SHALL BE IDENTIFIED WITH PERMANENTLY ATTACHED ENGRAVED PLASTIC NAMEPUATES.

UL-USTED BUILDING AND UNDERGROUND WIRES AND CABLES WITH CONCUCTOR MATERIAL, MISULATION TYPE, CABLE CONSTRUCTION AND RATING AS SPECIFIED IN THE ELECTRICAL DRAWNIGS. CONDUCTORS MATERIAL FOR ALL INSTALLATIONS SHALL BE COPPER. SOLID CONDUCTOR FOR NO. 10 AWG AND SMALLER; STRANGED CONDUCTOR FOR ILARGER THAN

UL-LISTED. FACTORY—FABRICATED WIRING CONNECTORS OF SIZE, AMPACTY RATING, MATERIAL, TYPE, AND CLASS FOR APPLICATION AND SERVICE INDICATED. COMPLY WITH PROJECT'S INSTALLATION REQUIREMENTS AND AS SPECIFIED IN THE DRAWINGS AND THIS SPECIFICATION.

FITTINGS AND ACCESSORIES SUCH AS, COUPLINGS, OFFSETS, ELBOWS, EXPANSION JOINTS, ADAPTERS, HOLD-DOWN STRAPS, END CAPS, AND OTHER FITTINGS TO MATCH AND MATE WITH WIREWAYS AS REQUIRED FOR COMPLETE SYSTEM.

SURFACE METAL RACEWAYS SHALL BE OF CALVANIZED STEEL SURFACE MEIAL RACEMANS STALL BE OF GALTMALL STALL WITH SAMP-ON COVERS. FINISH WITH MANUFACTURER'S STANDARD PRIME COATING, SURFACE MONMETALLIC RACEMAYS SHALL BE OF 2-PIECE CONSTRUCTION, MANUFACTURED OF STALL DE UT Z-PIECE CONSTRUCTION, MANUFACTURED O RIGO PYC COMPOUND WITH MATTE TEXTURE AND MANUFACTURER'S STANDARD COLOR, TYPES, SIZES, AND CHANNELS AS ANDICATED AND REQUIRED FOR EACH APPLICATION, WITH FITTINGS THAT MATCH AND MATE WITH RECEMATS.

GROUNDING AND BONDING SYSTEMS: IF GOVERNING GROUNDING AND BONDING REQUIREMENTS WHERE TYPES, SIZES, RATINGS, AND QUANTITIES SPECIFIED ARE IN EXCESS OF THE STANDARD NATIONAL ELECTRICAL CODE (NEC) REQUIREMENTS, THE MORE STRINGENT REQUIREMENTS AND THE GREATER SIZE, RATING AND QUANTITY TYPES GOVERN

EQUIPMENT GROUNDING AND BONDING CONDUCTORS: COMPLY WITH 2002 EDITION NEC ARTICLE 250 FOR TYPES, SZEES, AND QUANTITIES OF EQUIPMENT GROUNDING CONDUCTORS, SICEPT WHERE SPECIFIC TYPES, LARGER SIZES, OR MORE CONDUCTORS THAN REQUIRED BY NEC ARE SPECIFIED. GROUNDING ELECTRODE: MAIN SWITCH GROUNDING ELECTRODE SHALL BE A 10" COPPER-CLOR ROOM SHALL BE BOND TO THE EXTERNAL GROUNDING RING PER NEC. REFER TO GROUNDING PLANS.

THE GROUNDING ELECTRODE CONDUCTOR CONNECTION TO THE CROUNDING COPPER-CLAD ROD SHALL BE LUG CONNECTIONS. BONDING CONDUCTOR TO THE GROUND RING SHALL BE THE SAME SIZE AS GROUNDING ELECTRODE CONDUCTOR OR PER NEC. REFER TO GROUNDING PLANS.

THE GROUND RING SMALL BE CONSTRUCTED AS SPECIFIED ON THE ENGINEERING DRAWINGS. FOR A GROUND STIE, THE GROUND RING CONDUCTOR SHALL BE BURIED NO LESS THAN THIRTY (30) INCHES BELOW SITE GRADE.

WIRE AND CABLE GROUNDING CONDUCTORS:
ALL CONDUCTORS SHALL BE TYPE THWN COPPER. MINIMUM SIZE SHALL BE \$12AWG, EXCEPT CONTROL WIRING

COMPLY WITH NATIONAL ELECTRICAL CODE, TABLE 8, EXCEPT AS OTHERWISE INDICATED, FOR COMPUCTOR PROPERTIES, HICLURING STRANDING, MATERIAL OF GROUNDING COMBUCTORS TO BE COPPER. EQUIPMENT CROUNDING COMBUCTORS SHALL BE INSULATED WITH OREM COUR INSULATION AND GROUNDING-ELECTRODE CONDUCTORS SHALL BE STRANDED CABLE. UNDERGROUND CONDUCTORS SHALL BE BARE, TINNED, STRANDED, EXCEPT AS OTHERWISE INDICATED. BARE COPPER CONDUCTORS SHALL CONFORM TO THE

LOWING: SOLED CONDUCTORS: ASTM B 3. ASSEMBLY OF STRANDED CONDUCTORS: ASTM B 8. TINNED CONDUCTORS: ASTM B 33.

DISTRIBUTION PANELBOARDS DISTRIBUTION PARELBOARDS:
ENCLOSURES SHALL DE FLUSH OR SURFACE-MOUNTED
CABINETS AS INDICATED. NEMA PB 1, TYPE 1, UNLESS
OTHERWISE INDICATED TO MEET ENVIRONMENTAL CONDITIONS AT INSTALLED LOCATION.

OUTDOOR LOCATIONS: NEWA250, TYPE JR.
WET OR DAMP HODOR LOCATIONS: NEWA250, TYPE4.
HAZARDOUS AREAS INDICATED ON DRAWINGS:
NEWA250, TYPE 7C.

THE BUS SHALL BE HARD DRAWN COPPER OF 98 PERCENT CONDUCTIVITY, THE MAIN AND NEUTRAL LUGS SHALL BE OF THE COMPRESSION COPPER TYPE, AND THE EQUIPMENT GROUND BUS SHALL BE ADEQUATE FOR FEEDER AND BRANCH-CIRCUIT EQUIPMENT GROUND, COPPER CONDUCTORS AND BONCED TO BOX.

PROVIDE OVERCURRENT PROTECTIVE DEVICES AS INDICATED TYPES, AS INTEGRAL COMPONENTS OF PANELBOARDS, SWITCHBOARDS, AND ALSO AS INDMOUNLLY ENCLOSED AND MOUNTED SINGLE UNITS.

BRANCH-CIRCUIT BREAKERS: WHERE OVERCURAENT PROTECTIVE DEVOES ARE UNDICATED TO BE GIRCUIT BREAKERS, INC. OR GIRCUIT BREAKERS, EXCEPT LAY BE PILIG-IN TYPE WHERE INDMOULAL POSITIVE-LOCKING DEVOE REQUIRES INCHANGAL RELEASE FOR REMOVAL OVERCURRENT PROTECTIVE DEVOCES SHALL BE MOUDED CASE CIRCUITED BREAKER, INC. AND IN THE BREAKER, INC. AND INTERNIPORIES AND INTERNIPORIES AND INTERNIPORIES AND INTERNIPORIES. FAULT CURRENT.

DISCONNECT SWITCHS:

ENCLOSED, NOMETISIAR SWITCH: NEMA KS 1, TYPE HD,

WITH LOCK/BLE HANDLE. ENCLOSED, FUS-BLE SWITCH, 800A

AND SMALLER: NEMA KS 1, TYPE HD, CLUPS TO

ACCOUNDOATE SPECIFED FUSES, EUCLOSURE CONSISTENT

WITH ENAPOMENT WHERE LOCATED, HANDLE LOCKABLE WITH

2 PAULOCKS, AND INTERLOCKED WITH COVER IN CLOSED

POSITION. DISCONNECT SWITCHES:

ENCLOSURE: NEMA KS 1, TYPE 1, UNLESS OTHERWISE SPECIFIED OR REQUIRED TO MEET ENMRONMENTAL CONDITIONS OF INSTALLED LOCATION.

LOCATION.

1. OUTDOOR LIDGATIONS: TYPE 3R.
2. WET OR DAMP INDOOR LOCATIONS: TYPE 4.
3. HAZARDOUS AREAS INDICATED ON DRAWINGS: TYPE 7C.
CONNECT DISCONNECT SWITCHES AND CRICUIT BREAKERS AND
COUPDINETTS IN WIRING SYSTEM AND TO GNOWIN AS INDICATED
AND INSTRUCTED BY MANUFACTURER. TIGHTER LECTRICAL
CONNECTORS AND TERMINALS ACCORDING TO MANUFACTURER'S PUBLISHED TORQUE-TIGHTENING VALUES. WHERE WANUFACTURER'S TORQUE VALUES ARE NOT INDICATED, USE THOSE SPECIFIED IN UL 486A AND UL 486B.

TESTING: AFTER INSTALLING DISCONNECT SWETCHES AND CIRCUIT BREAKERS AND AFTER ELECTRICAL CIRCUITTY HAS BEEN ENERGIZED, DEMONSTRATE PRODUCT CAPABILITY AND COMPLIANCE WITH REQUIREMENTS.

METER INSTALLATION

CAL CONTRACTOR SHALL MOUNT WETER SOCKET AND ELECTRICAL CONTRACTOR SHALL MOUNT WITER SOCKET AND METER ENCOLOUPE IN AN APPROVED MANNER USING GOOD WORKMANSHIP, METER SOCKET AND ENCLOSURE SHALL BE MOUNTED PLUMB, LEVEL AND BE FASTERED DRECTLY TO THE BUILDING OR STRUCTURE USING REMOVABLE STELL FASTERIERS THAT DO NOT REYL ON PLASTIC OR SUBLAR NON-METALLIC EXPANSION COMPONENTS, WOODEN BACKERS MAY BE USED WHEN THEY ARE A PERMANENT PART OF A BUILDING OR STRUCTURE, AND WHERE THEY ARE NOT EXPOSED TO THE WEATHER, PRESTRAINED TO METER ENCLOSURE SHALL BE NEATLY DRILLED OR PUNCHED AND DRESSED SMOOTHLY.

METER SOCKET SMALL BE OF A SINGLE POSITION, SINGLE PHASE, AS FLANISHED BY THE LOCAL ELECTRIC UTULITY. THE ELECTRICAL CONTRACTOR SMALL SELECT A METER SOCKET TO COGRIMATE WITH AN ESTIMATED DEMAND LOAD OF 200 AMPERES AND A SINGLE PHASE SERVICE ENTRANCE VOLTAGE FOR AN OVERHEAD ON UNDERGROUND SERVICE.

TRANSFER SWITCH:
TRANSFER SWITCH SHALL BE RATED FOR ELECTRICAL
SERVICE. VOLTAGE, AMPERE AND ENCLOSURE AS INDICATED.

SPECIAL SYSTEMS:
SPECIAL SYSTEMS CONDUIT CONSISTS OF TELEPHONE, CONTROLS
OR ALARMS AND SHALL BE PROVIDED WITH PULLWIRE AND SIZED
AS INDICATED ON DRAWINGS AND SHALL BE SCHEDULE BO PYC UNIFSS NOTED OTHERWISE ALL ROLLING AND STUB-UPS SHALL BE COORDINATED WITH LESSEE.

TRENCHING: CONTRACTOR SHALL DO ALL EXCAVATING REQUIRED FOR BURIED LINES AND AFTER THE WORK IS IN PLACE SHALL BACKFILL AND THOROUGHLY TAMP HE EARTH AROUND LINES AND SHALL BRING THE EARTH OF THE REQUIRED LIVEL TO PREVENT FULLED.

ALL BACKFILLING OF TRENCHES WHERE UNDER CONCRETE FLOORS, DRIVE OR WALKS SHALL BE DONE WITH SAND, CRUSHED ROCK OR GRAVEL AND IN A WARKE THAT WILL PROVENT ANY TUTURE SETTEMENT. ANY STREET OR SIDEMAIK SURFACE GAMBOED MUST BE REPARED TO THE SATISFACTION OF THE LOCAL AUTHORITIES.



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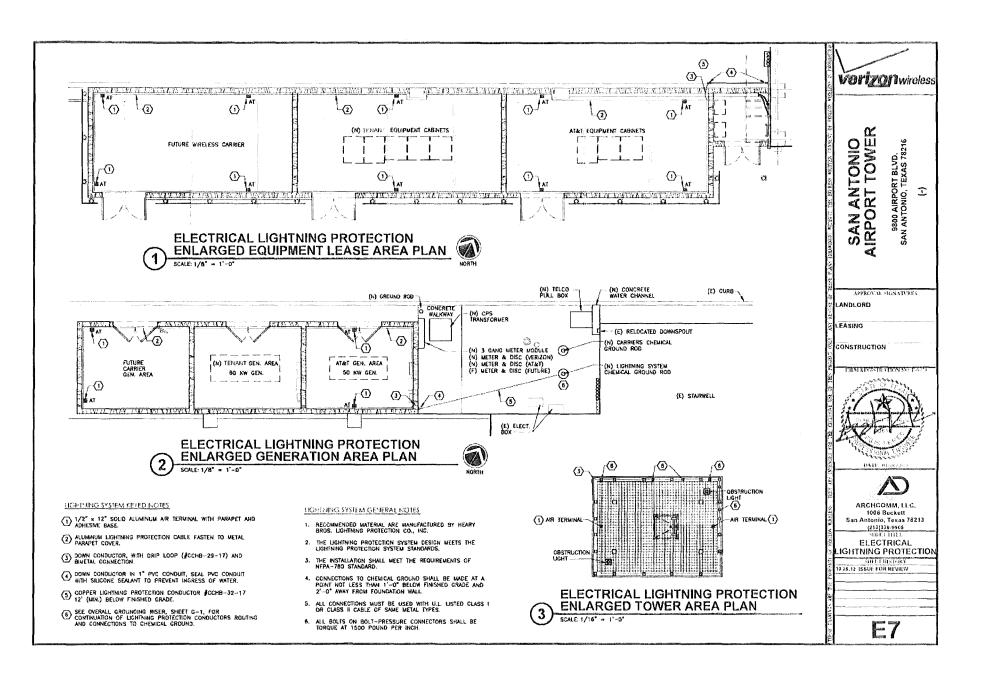


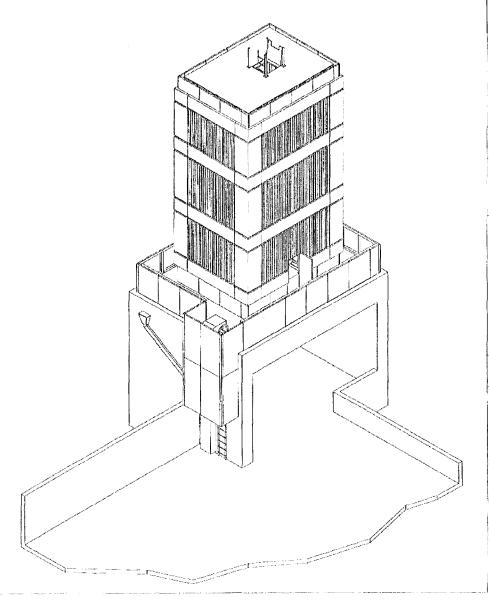
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ELECTRICAL **SPECIFICATIONS** SHEET RISTORY

10.16.12 ISSUE FOR REVIEW

E6







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San Antonio, TX 78216 (Bexar County)

STEALTH® JOB#: AC12-00718H-00R1

DRAWING INDEX

STI TIT

TITLE SHEET

ST2-ST3 NOTES & SPECIFICATIONS ST4-ST7 ASSEMBLY - ELEVATIONS



NOV 1 4 2012

VECTOR

1/153 a. WANK DINAL, SWIE 101 (0011 980-17)

1/153 a. WANK DINAL, SWIE 101 (0011 980-17)

1/154 A. WANK DINAL, SWIE 101 (0011 980-1774 FA

1/1554 T. WANK DINAL TO THE THE TO TH

ST1

11-14-12

GENERAL.

- 1. THE TYPICAL HOTES SHALL APPEY FOR ALL CASES UNLESS OTHERWISE SPECIFICALLY DETAILED WITHIN THE CRAWINGS. SOME HOTES WAY NOT BE APPLICABLE IN PART OF IN WHOLE FOR EVERY PROJECT.
- 2. ANY DEMS REFERENCED AS BRING ON THOLD! ARE TO BE INCOMDED IN THE WORK AS SHOWN HOWEVER, CONSTRUCTION OR PARRICATION IS NOT TO REGIN UNIT, 1-E "HOLD" REPERENCE IS REMOVED.
- A DIMENSIONS CONTACTED WITH A MOST OF FIFTH VERIFIED AND CUSTOMER APPROVED PRICE TO FABRICATION OF HATERIALS.
- 4. THE NUMBERCATIONS DEFICIED IN THESE DRAWINGS ARE INTERCED TO PROVIDE STRUCTURAL SUPPORT FOR THE ADDRTION OF THE ANTINNA SCREENING SYSTEMS OUTLINED WHITEN, THE EXISTING STRUCTURE OR BUILDING SHALL BE AMALYZED AND RETROFTIED AS REQUIRED, BY OTHERS, 10 WITHSTAND THE LOADS INFOSED BY THE NEW STEALTHON ENGIOSURE SHOWN ON THE DEAWINGS.
- 5. ANTERNA CONCEAUGENS FRODUCTS BRALL BE ENSTALLED BY A CONTRACTOR EXPERIENCED IN SIMILAR WORK, CARL SHALL BE TAKEN IN THE INSTALLATION OF ANY AND ALL MEMBERS IN ACCORDANCE WITH RECOGNIZED INDUSTRY STANDARDS AND PROCEDURES. ALL APPLICABLE OSDIA SAFETY GUIDEUNES AND TO BY FOLLOWED, STEATERS IS NOT PROVIDING THED INSTALLALON SUPERVISION.
- THESE GRAWINGS INDICATE THE MAJOR OPERATIONS TO BE PERFORMED, BUT DO NOT SHOW EVERY FIELD CONDITION THAT MAY SE ENCOUNTERED, THEREFORE, PRICE TO BEGINNING OF WORK THE CONTRACTOR SHOULD SURVEY THE JOB SHIT THERESIGNEY TO MISSIZE FIELD PROFITEIS.
- 7 FROTECTION OF EXISTING STRUCTURES DURING THE COURSE OF THE CONSTRUCTION SHALL BE THE BESPONS BILLING OF THE GENERAL CONTRACTOR.
- 8 THE STRUCTURAL INMORITY OF THIS STRUCTURE IS DESIGNED TO BE ATTACKED BY SIS COMPLETED STATE, WHILE URBER CONSTRUCTION ANY TEMPOYARY BRACING OR SHOPING WHICH MAY BE REQUIRED TO MAINTAIN STABILITY PRIOR TO COMPLETION SHALL BE THE RESPONSIBLITY OF THE GENERAL CONTRACTOR.
- 9. THE PLANS AND DETAILS WITHIN CO EQUINCIUDE DETAILS OR CESION FOR DRAINAGE FROM DR WATERSROOFING OF EXTERIOR OR INTERIOR SURFACES OF THE EXISTING EDILITING OR STRUCTURE. THESE DUTAILS MUST BE COMPLETED BY OTHERS.

341 - .02

ANALYSIS PROCEDURE: EQUIVALENT STATIC

5.37

13.27

13.27

DESIGN REACTIONS: SEE ST/ FOR LOCATIONS OF 1.2.3.4

12.87

117 AS

17.89

17,63

DEAD(KP) IVE(KP) WIND UP(KP) WIND DOWN(KIP

9.39

17 91

20.13

19.9

1,55

3.25

3.27

1.3

SCISMIC DESIGN CATEGORY "A"

BASE BUEAR: Y = 1.3K

BRACE FRAME

Cs = .074

FORCE METHOD.

8 = 3.0

LOCATION

SEISMIC FORGE RESISTING SYSTEM ORD HARY

REACTIONS & DESIGN CRITERIA ROUF:

51.0033

15 PSE DEAD

15 PSY GEAD

EXPOSURE "0"

IMPORTANCE: 1.0

SHE CLASS. "B"

40 PSK LIVE (REDUCIBLE)

40 PSF L VI (MEDUCIBLE)

BUT ROTORS SCHAFFORMS

Ss = .10' S' .05

VELOCITY 90 WELL (3 SEC. GUST)

STEALTHERIN PARELS

- 1. FASTERER HOLES IN STEATUISKIN FOAV COMPOSITE PANELS AGE NOT FACIORY DRIFTED AND MOST HE DRIFTED IN THE FIELD.
- 2. PAREL FASTIBLES TO BE SPACED "6" D.C. MAK. AND LOCATED E" WAX. HORIZONTAKLY FROM EACH EDGE AT TOP AND BOTTOM OF PANEL. MAINTAIN 1 % MIN, LOGS DISTANCE FROM AL. LDGES. 4: WIDE PARELS. REQUIRE (3) FASTENERS FOR AND BOTTOM: 5" WIDE PANELS REQUIRE (4) PASSENERS TOP AND BOTTOM, CORNER PANE'S REQUIRE (2) FASTENERS TOP AND BOTTOM PER SIDE.
- 3. WHEN FASIENCE BOLD BEAD OR SHE BEARS DIRECTLY ON SURFACE DE STEATTESKEN. PANEL HOWEN PANEL BOLTS ONLY % TURN PAST SNUG APPRY THREAD FOCK DOMPOUND TO THE THREADS OF METAL BOLTS, USE THIN BEAG OF EPOXY TO LOCK THE SUIS OF ESP ROLES AND STRAILS (A) STAINESS STEEL PANEL BOLIS, USE WASHI'R OR CANGED HEAD BOLL, OR FASTENER WITH LARGE BEARING SURFACE.
- 4. PARKELS WILL EXPAND AND CONTRACT OUR TO TEMPERATURE, WHEN MASTALLING PANELS IN COLD TEMPTRATURES, EVENLY SPACE PANELS ALONG TENSIH OF SEREEN WALL WITH EQUAL GAPS GETWEEN PARELS TO ALLOW FOR EXPANSION DURING WARM TEMPERATURES.
- 5. ADJACENT FLAT PANELS ARE JOINED BY A VERNICAL FOAM SPLINE THAT IS INSERTED INTO GROOVES OUT INTO THE SIDE OF EACH PANEL, DO NOT LIFT PANELS BY GROOVES, PANELS MUST BE LISED WITH FORCE. DIRECTED ONTO PANEL SURFACE
- 6. ADJACENT RADRIE PARKES AND LORNED BY A VERTICAL WHICHARDES RYSERI PANELS SHID EACH SIDE OF H-GHANNEL
- 7. RADIUS PANELS MUST BE EVENLY SPACED ALONG RADIUS SUPPORT. CONTRACTOR TO MEASURE LENGTH OF RADIUS SUPPORT AND DIVIDE BY THE NUMBER OF RASSUS PARELS TO DEFERMINE PROPER SPACING, HIS CHANNEL. CONNECTORS ARE USED TO COVER THE GAP RETWEEN PARELS AND TO ALLOW FOR PAREL EXPANSION AND CONTRACTION.
- B. SUBFACES OF PANELS SHALL BE COATED WITH SUPPABLE PAINT FOR MY PROTECTION TOP EDGE OF PALEU MUST BY COVERED TO PHOVEN WATER TRAVE, BETWEEN PANCES, USE SHEERBN WHEELAMS "COROTRANE IT OR PRE APPROVED EQUIVALENT,
- 9. EXPOSED 10P AND SIDE FOAM EDGES OF FAMELS MUST BE COVERED. OR COATED FOR BY PROTECTION, STEALTHON WITE PROVIDE PANEL LOGIC CAPS. TO BE FIE D APPLIED FOR THIS PLAPOSE FOR WOST APPLICATIONS, PANEL CDOF CAPS TO BE SECURED WITH TEK SCHEW BIS ALLED to 12" BENINDE

S'RUCTURAL STEEL

- 1. STEEL FARRICATION AND INSTALLATION SHALL BE CONE IN ACCOSCANCE WITH THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL AND SPECIFICATIONS.
- 2. STEEL 1-SHAPE, ANGLE, CHANNEL, AND MISCELLANEOUS MEMBERS SHALL CONFORD TO ASIM A36 (35 KSI MIN, YILLD STRENGTH) STEEL SPECIFICATIONS, 11 N.G.
- 3. STEEL PLATE MEMBERS SHALL CONFORM TO ASTM A36 (36 KS) MIN. VIELD STRENGTH) STEEL SPECIFICATIONS G.N.O.
- 4. STEEL TUBE NEWBERS SHALL CONFORM TO ASSW ASSO GRADE 5 (42) KS: M:M. YIELD STRENGTH) STEEL SPECIFICATIONS, J.N.O.
- S SITEL FIRE MEMBERS SHALL CONTORN TO ASTU ASS. ASIS, CR. AS19 AS NOTED ON THESE DRAWINGS, U.H.O.
- 6. DOLTS SHALL BE COMESTIC. NEW HIGH STRENGTH GALVANIZED BOLIS, BEARING TYPE TXT (THREAGS EXCLUDED), UBLESS NOTED OTHERWISE. AND SHAP CONCORD TO ASSU ASSS SPECIFICATIONS THEO.
- 7. STRUCTURAL BOLES SHALL BE EGHTENED USING TURN- OF-THE-NUT METHOD.
- B. AGET MORE FOST DISTANCES SHALL BE A MIRRAUM IN U.H.O.
- 9. ALL WEIGHAG SHALL BE PERFORMED IN ACCORDANCE WHAT THE SPECIFICATIONS AND PROGROURES OF THE AMERICAN WELDING SOCIETY (AWS). SY CERTIFIED WELDERS FER AWS DILT FOR SILLE AND AWS DILZ FOR
- 10. STEEL SHALL BE HOT DIP GALVANIZED PER ASTM A123 SPECIFICATIONS AFTER FASRICATION OR PAINTED WITH RUST INHIBITIVE FIGHER. UI. STEEL RAPOWARE SHAPE BE HOT DIE GALVANIZED PER ASTMIA:53.
- 12. AFTER ANY FIELD HOLE FUNCHING / DRILLING OR CUTTING HAS BEEN COMPRESSED, DRIVER ANY DAMAGED STRUCTURES SEATHER, TOUGH BY ALL BARE MATERIAL AND WELDED AREAS WITH TWO COATS OF CALLOON OR SIMILAR MATERIA. TO RESTORE THE GALVANIZED PROTECTION ON THE
- AS. ASE WEIDED STEEL ASSEMBLES AND HOLVIQUAL STEEL PARTS SHOULD HAVE THE PART NUMBER WELDED ONTO THE PART OR ASSEMBLY. THE PART NUMBERS SHOULD BE LOCATED CONSISTENTLY AND AWAY FROM ANY SONSECTION POINT TO AVOID ANY INTERFERENCE ISSUES WITH BILL WEIG.

FRE STRUCTURAL MEMBERS

- 1. FRE STRUCTURAL SHAPES SHALL BE STEALTH FRE SERVES 1525. MANUFACTURED USING THE PULTRUSION PROCESS.
- " PREFABRICANED MEMBERS DO NOT ASSEMBLE PER PLAN, CONTACT STEALTHON CONCEMUENT SOLUTIONS, INC. DEFORE CUITING OR ALTERING. FABRICATED VEMBERS.
- 3. FRE STRUCTURAL MEMBERS SHALL BE FARRICATED AND ASSEMBLED AS INCIDATED ON THE DRAWINGS.
- A. THE COMPRESSION SHALL PROBLET THE ERR STRUCTURAL MEMBERS. FROM ABUSE TO PREVENT BREAKAGE, MICKS, GOUGES, ETC. DUPING FARR CATION, HANDLING, AND INSTALLATION.
- 5. FRE BOLIS SHOWED BE EGHTERED \$ TURN PASS SHOW AND LOCKED WHILE SPORY.



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C	84	:0-12-12	REVISED PER CUSTOMER COMMENTS - REVISED BOTTON GRATING TO COVER ENTER DUNHAGE FRAME EXCEPT IN MIDDLE, ADDED PANELS TO BOTTOM TO ENCLOSE TOWER, REVISED DUNHAGE LAYOUT PER CUSTOMER DINS, EXTENDED ALL GRATING ON PLATFORMS TO INSIDE OF PANELS, ADDED GOAX CHANSE AND LABDER CONCEALMENT PANELS		N CONCEALMENT FOR ALL STON, SC. 1903 1007 15200
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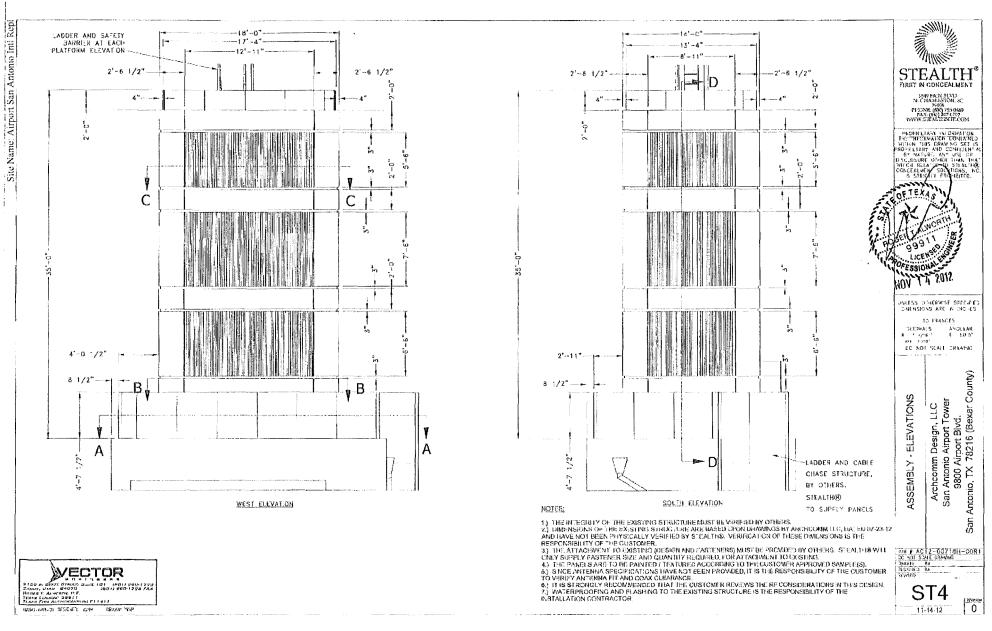
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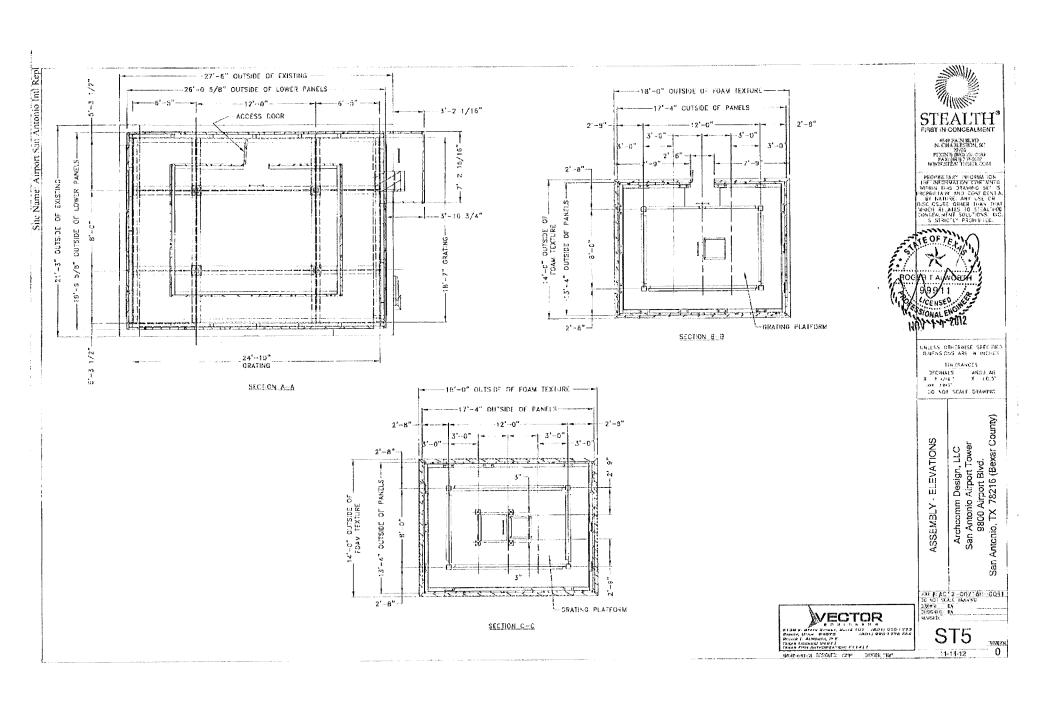
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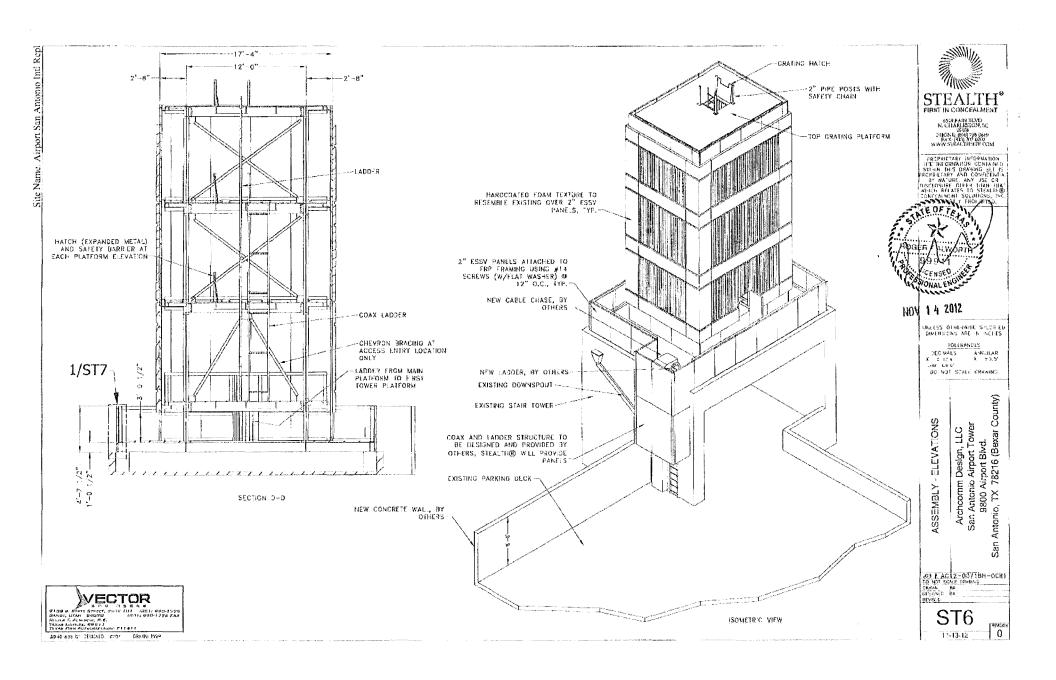
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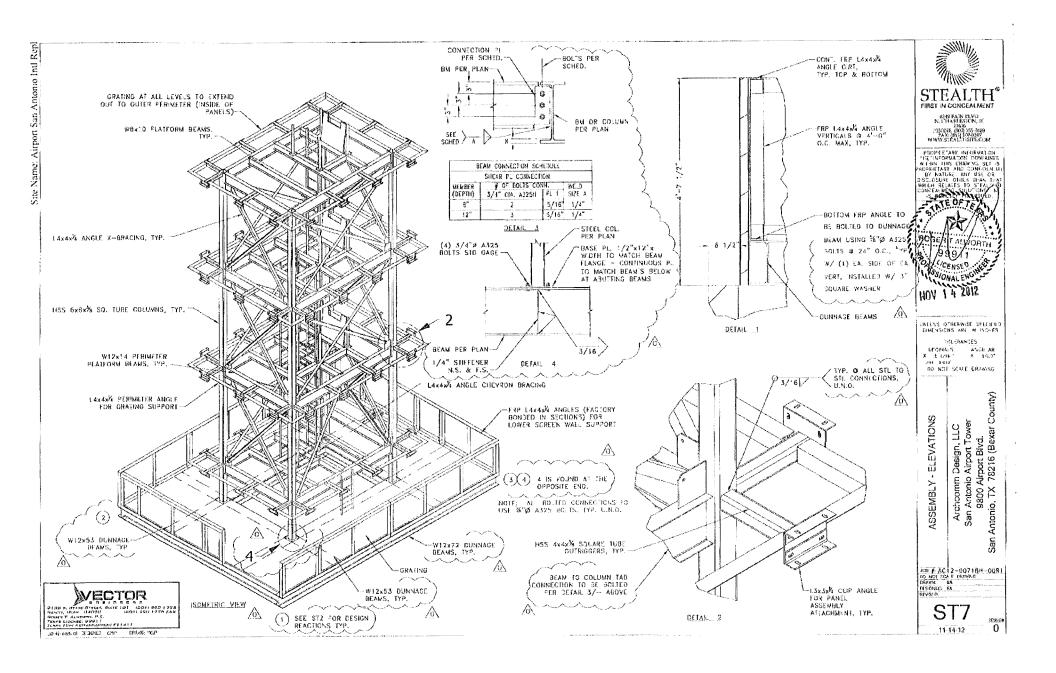


EXHIBIT B

APPLICATION TO USE CITY PROPERTY FOR:

	Tower on City Building of Antenna Facilities on Existing Tower of Antenna Facilities on Building Tower
Applicant:	Date:
Business Classification:	Site ID No.:
Site:	Date Needed:
Communications Tower Preferred Attachmo	ent Height (ft):
Alternate Heights: Maximum height abov Minimum height abov	ve ground (ft):
Number of Antennas:	Antenna Dimensions:
Number of Coaxial/Fiber Cables:	Size(s) of Coaxial/Fiber Cable:
Equipment Shelter Space Requested: Inside Shelter:Ou	ttside Shelter:
FCC License No. / Permit No.:	
Collocators at this Site:	

APPLICANT SHALL PROVIDE THE FOLLOWING IF APPLICABLE:

- Site plan and engineering design and specifications for installation of tower, equipment shelter and antenna facilities, including any photo simulations of installed facilities.
- Copy of the manufacturer's detailed specifications for each proposed antenna, including a photograph or similar illustration and a complete description of all pertinent physical and electrical characteristics.
- Description of the environmental operating requirements (ambient temperature, humidity, etc.) of all facilities to be installed.
- Total electrical loading requirements, including peak and average real and reactive power required, of all facilities to be installed.
- The total heat (BTUs) generated by all facilities to be installed during normal and maximum load conditions.
- The number, size, type and proximity to the facilities of all communications conduit(s) and coaxial cables to be installed, if any required;
- Description of the utility services, if any, required to support the facilities to be installed.

- Description of any known interference restrictions associated with existing or potential collocators.
- All permits and letters of authorization from all affected parties.
- Valid FCC license or other appropriate certificates or permits as required.
- General description of the services to be provided.
- List of the company names(s), contact person(s), and telephone numbers of all subcontractors, if any, Applicant intends to use for installing, maintaining, or operating equipment facilities associated with the Agreement;
- Completed Employee Authorization List (Exhibit F); and
- Description of any security requirements for Applicant's facilities to be installed.

\$3,500.00 CHECK OR MONEY ORDER MUST ACCOMPANY THE APPLICATION. THIS PROCESSING FEE IS NON-REFUNDABLE AND NON-TRANSFERABLE.

CITY WILL APPROVE/DENY THIS APPLICATION WITHIN 90 DAYS OF RECEIPT DATE. THIS APPLICATION WILL EXPIRE, 120 DAYS FROM APPLICATION APPROVAL DATE, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND CITY FOR THIS SITE.

Information submitted is subject to the Texas Public Information Act and may be use the City to negotiate an appropriate agreement with Applicant for access to the site for facilities installation.

APPLICANT REPRESENTATIVE	;;
PRINT NAME: TITLE:	
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	FOR CITY USE ONLY
RECEIPT DATE:	APPLICATION NO.:
APPROVED BY:	
PRINT NAME:	
TITLE:	
APPROVAL DATE:	

#### EXHIBIT C

### ADMINISTRATIVE FEES

Administrative Fees: The following rates may apply:

Application Fee:

\$3,500

This fee applies to any request for a new application or request to amend an existing contract.

Review of Tenant Requested Changes to Premises:

\$1.500

City review of any changes, alterations, addition or deletions to the Premises as depicted in Exhibit A.

Structural Analysis:

Actual Cost plus \$500

City will hire and manage an outside firm to conduct the structural analysis and will bill the customer the actual costs plus a \$500 fee.

RF Interference Analysis:

Actual Cost plus \$500

City will hire and manage an outside firm to conduct radio frequency interference analysis and will bill the customer the actual costs plus a \$500 fee.

Security Background Check

\$75 (or Going Rate)

Tenant will be required to conduct security background checks on authorized employees and contractors that will be providing construction and oversight services throughout the contract term.

Electronic Security Cards

\$250 (or Going Rate)

This fee applies to the issuance of one electronic security card per authorized personnel necessary to enter certain facilities.

Key Deposits:

Rate at Time of Request

Tenant will be required to post a deposit for City keys issued to them. Tenant and its contractors are not allowed to give their keys to anyone else or allow their keys to be used by anyone else at anytime. Tenant must inform City within 24 hours if keys are lost or stolen.

Identification Badge:

\$35 (or Going Rate)

This fee applies to the issuance of one identification card per authorized personnel necessary to work at certain facilities. To receive an identification badge, Tenant must complete the fingerprint-based Criminal History Records Check (CHRC), Security Threat Assessment (STA) background check, SIDA training, Authorizing Signatory training. There are additional charges for replacement badges and failing to return a badge.

Fingerprint-Based Criminal History Records Check:

\$65 (or Going Rate)

EXHIBIT D
Rent Schedule

Note: This rent schedule is for informational purposes only. The contractual language in Section 3 of the Lease is controlling concerning the payment of rent.

Year	Annual Increase	Tenant Annual Rent	Year	Annual Increase	Tenant Monthly Rent
1		\$50,000.00	1		\$4,166.67
2	3%	\$51,500.00	2	3%	\$4,291.67
3	3%	\$53,045.00	3	3%	\$4,420.42
4	3%	\$54,636.35	4	3%	\$4,553.03
5	3%	\$56,275.44	5	3%	\$4,689.62
6	3%	\$57,963.70	6	3%	\$4,830.31
7	3%	\$59,702.61	7	3%	\$4,975.22
8	3%	\$61,493.69	8	3%	\$5,124.47
9	3%	\$63,338.50	9	3%	\$5,278.21
10	3%	\$65,238.66	10	3%	\$5,436.56
11	3%	\$67,195.82	11	3%	\$5,599.65
12	3%	\$69,211.69	12	3%	\$5,767.64
13	3%	\$71,288.04	13	3%	\$5,940.67
14	3%	\$73,426.68	14	3%	\$6,118.89
15	3%	\$75,629.48	15	3%	\$6,302.46
16	3%	\$77,898.36	16	3%	\$6,491.53
17	3%	\$80,235.31	17	3%	\$6,686.28
18	3%	\$82,642.37	18	3%	\$6,886.86
19	3%	\$85,121.64	19	3%	\$7,093.47
20	3%	\$87,675.29	20	3%	\$7,306.27
21	3%	\$90,305.55	21	3%	\$7,525.46
22	3%	\$93,014.72	22	3%	\$7,751.23
23	3%	\$95,805.16	23	3%	\$7,983.76
24	3%	\$98,679.31	24	3%	\$8,223.28
25	3%	\$101,639.69	25	3%	\$8,469.97
		\$1,822,963.06			\$151,913.60

# EXHIBIT E

# AUTHORIZED EMPLOYEES AND CONTRACTORS

Company Name:		Date Update	ed:
	e and contact information thorized to work on beha		
Employee or Na. Contractor Name Con			Work Type
	Authorized Cor	npany Agent:	
	Printed Name:		

# **EXHIBIT F**

# AGENT WORK AUTHORIZATION

grant City permission to work d authorized agents of Company v (hereinafter "Agents"). These Age	lirectly with the employed vithin the associated scop ents and all work conducte	(hereinafter "Company"), I es and contractors below that are be of work on behalf of Company ed by these Agents are subject to all
terms and conditions of the Lease	between City and Compan	у.
Name:		
Company:		
Address:		
City:	State:	Zip:
Office Phone:	Cell Phone:	
Type of work:		
Authorization end date:		
Name:		
Company:		
Address:		
City:	State:	Zip:
Office Phone:	Cell Phone:	
Type of work:		
Authorization end date:		

# EXHIBIT G

# DISCRETIONARY CONTRACTS DISCLOSURE STATEMENT

# # Required fields

# Exhibit G

Site Name: Airport San Antonio Intl Repl



# City of San Antonio Discretionary Contracts Disclosure

Office of the City Clerk

Please follows this form online or no completed form and submit with proposal to original no department. All avestions must be answered

For details on use of this form, see <u>Section 2-59 through 2-51</u> of the City's Ethics Code.

This is a 🌀 New Submission or 🦪 Correction of C Update to previous submission.

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# City of San Antonio Discretionary Contracts Disclosure

Office of the City **Cl**erk

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7. Disclosure w political contributions	
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action committee that approxibutes to City Council electrons:	
a) any indinidue) seekong contrain wan the only (Question 3)	
b) any awaren an afficient front by seekit a contribut with the city. Question 2)	- 5
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d) any subcommactor of dwiden officer of subcommanting entity retained for the commact. Question 5)	
el the spokse of any individual listed in response to lal through lid shove	
f) and attorney, looklyist, or consultant retained to users) in seeking confined (Question 6)	
📝 Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.	
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# City of San Antonio Discretionary Contracts Disclosure

Office of the City Clerk

## *Acknowledgements

# Z <u>Updates Required</u>

I understand that this form must be updated by submission of a textsed form if there is any change in the information before the biscrehonary contract is the subject of action by the City Council, and no later than 5 pushess days after any change has porturined, whichever comes first. This includes information about bolists i tontributions in age after the initial submission and up until 35 calendar days after contract has been awarded.

## V No Contact with City Officials or Staff during Contract Evaluation

Lunderstand that a person or entity who seeks prapplies for a city contract arany other person acting on benefit of that person or entity is propried from contacting city officials and employees regording the contract after a Request for Proposal (RFP). Request for Quel Fication (RFC), or other spiritation had been released.

This ne-contact provision shall conclude when the contract is posted as a 'Cli, Council against item of contact is replicable upon of cities or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set dut in Section 3-61 of the City Sthics Code by respondents or their agents may lead to disguishfication of their offer from consideration.

# "Contribution Prohibitions for "High-Profile" Contracts

- @ This is not a high-profile commer.
- This is a high-profile contract.

#### *Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires ophtractors and vendors to submit a Conflict of interest Form ICO to the Office of the City Clerk

(Bode) (acknowledge that I have been advised of the requirement to fix a 0.0 form under Chapter 178 of the Local Government Code.

### Cath

i swear or affirm that the statements contained in this Discissionary Contracts Discissure Form Indivding any attachments to the best of my knowledge and pelist are gue injuried, and complete.

TAU NAME R. LET MANAMENTAL

12/9/13

Title: Bragutiva Director - National Lettral DR Region

Company Name or DBA: Sen Antonio MTA, LP, dibits Veribuo Wineles.

Date: 12/23/2013

Please fill tris torm but arune priot completed form bod submit entre proposal to only halfing department. All dustions must be instruered if necessary to fitall sand to:

Purchasing
Pub Sub S38966
San Antonio, liews 75781-3966