AIMS K-12 College Prep Charter District

Finance Committee Monthly Meeting

Date and Time

Thursday March 12, 2020 at 6:00 PM PDT

Location

171 12th Street, Oakland Ca. 94607

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**6:00 PM**
	Opening Items			
	A. Call the Meeting to Order			
	B. Record Attendance and Guests			2 m

		Purpose	Presenter	Time
C.	Public Comment on Non-Action Items Public Comment on Non-Action Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).**			10 m
D.	Public Comment on Action Items Public Comment on Action Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).**			10 m
II.	**Non-Action Items**			**6:22 PM**
A.	Finance Checklist Review	Discuss	Katema Ballentine	5 m
B.	ATM & Cell Tower Contract Review	Discuss	Katema Ballentine	5 m
III.	**Action Items**			**6:32 PM**
A.	Facility Use Agreement for AIMS	Vote	Marisol Magana	5 m
B.	EBMUD Notice - Private Sewer Lateral Certificate	Vote	Marisol Magana	5 m
C.	Schoolmint Re-enrollment forms	Vote	Marisol Magana	
D.	Surplus and Obsolete (Resolution)	Vote	Katema Ballentine	5 m
E.	Auditor Selection Form	Vote	Katema Ballentine	5 m
F.	Authorization of Payroll during school closure	Vote	Katema Ballentine	5 m
G.	Out of Country Travel - HS Senior Trip	Vote	Chaniel Clark	5 m

		Purpose	Presenter	Time
H.	High School Renovation (Painting, etc.)	Vote	Maurice Williams , Marisol Magana	5 m
I.	Bay Area Community Resources - Amended Contract	Vote	Marisol Magana	5 m
J.	Power School Licenses for 2020/2021	Vote	Marisol Magana	5 m

IV. Closed Session — 7:17 PM

A. Public Comment on Closed Session Items — FYI — 10 m

Public Comment on Closed Session Items is set aside for members of the Public to address the items in this section prior to closed session. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).**

B. Recess to Closed Session — FYI

Closed Session Items:

1. Conference with Real Property Negotiators
   (Gov. Code Section 54956.9)

2. Conference with Legal Counsel - Anticipated Litigation
   (Gov. Code Section 54956.9)

C. Reconvene from Closed Session — Vote — 2 m

Roll Call

D. Report from Closed Session — FYI — 3 m

V. Closing Items — 7:32 PM

A. Items For Next Agenda — FYI

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		Purpose	Presenter	Time
	-			
	-			
B.	Adjourn Meeting	Vote		
C.	NOTICES	FYI		

The next regular meeting of the Board of Directors is scheduled to be held March 17, 2020, @ 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, _____ hereby certify that I posted this agenda at the AIMS Campus 171 12th street, Oakland, CA 94607 on, _____, at _____ PM.
Certification of Posting

Coversheet

Finance Checklist Review

Section:	II. Non-Action Items
Item:	A. Finance Checklist Review
Purpose:	Discuss
Submitted by:	
Related Material:	American Indian Model Schools Final Checklist.docx AIMS Board Cover sheet Finance Committe Checklist Review (1).pdf

American Indian Model Schools

2019-2020 Fiscal Year

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- [ ] **Fiscal Monthly Close Update**
- [ ] **Monthly Cash Flow Statement**
- [ ] **New Fiscal Procedure/Policy Review**
- [ ] **Special Program Funding Update:**
  Federal Funding
  Measure G1
  ASES: Afterschool School Education and Safety
  Nutrition Services
- [ ] **Scheduled Fiscal Reporting**
- [ ] **LCAP Advisory Committee Input/Request(s)**
- [ ] **School Site Meetings Input/Request(s)**

☐ **Out of State/Country Travel** ***(Per Board Policy)***

AIMS Board Meeting Item Cover Letter

Item: Finance Committee Checklist Review

Presented By: Katema Ballentine, CBO

Staff Recommendation:

This item was requested was reviewed on February 12, 2020 Finance Committee Meeting and items were requested to be added. This is a review of those updates

Committee Approval: Finance Committee

Total Associated Cost: 0

Included in Budget? N/A

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP? N/A

Which LCAP?

Coversheet

ATM & Cell Tower Contract Review

Section:	II. Non-Action Items
Item:	B. ATM & Cell Tower Contract Review
Purpose:	Discuss
Submitted by:	
Related Material:	ATM Full Lease File Wellsfarfo (1).pdf ATM Wells fargo Contrat Memo March 2020 board meeting (1).docx Cell Tower Amendment (4) (1).pdf Cell Tower Lease AT&T (1).pdf AIMS Board Cover sheet ATM and Cell Tower Rental Review.pdf

WELLS FARGO

Wells Fargo & Co.
Corporate Properties Group
Attn: Lease Admin/Cynthia Burns
MAC D1086-300
550 S. Tryon St., 30th Floor
Charlotte, NC 28202
E: LeaseRRP@WellsFargo.com

April 27, 2017

American Indian Model Schools
Attn: Landlord
171 12th Street
Oakland, CA 94607

By FedEx Overnight Delivery

Re: Wells Fargo's "Living Will" & Lease Agreement (as amended, if amended) between Landlord and Wells Fargo for 171 12th St, Oakland, CA (collectively, the "Lease") - BE #198473

Dear Landlord:

As you may be aware, all large financial services companies, including Wells Fargo, are required by federal law to file a resolution plan (sometimes called a "living will") with federal regulators to ensure the orderly resolution of the company's assets in case of material financial distress or failure.

In general, federal law already provides federal regulators the means to resolve a financial company's assets in case of insolvency. For example, applicable law grants the FDIC the right to enforce a lease against a landlord even if the lease includes remedies for tenant insolvency. Even so, the federal guidance document for financial institution resolution plans provides that financial companies must modify their leases to incorporate terms precluding the automatic termination of a lease in case of insolvency. Therefore, to comply with the guidance document we have crafted proposed Resolution & Recovery terms for inclusion in our Lease, which are enclosed with this letter as Exhibit A.

To assist us in complying with federal requirements, we respectfully request that you sign this letter below indicating your agreement to amend the Lease to include the proposed Resolution & Recovery terms. After signing, please return the signed letter to us at the above address (a scanned PDF sent to the above email address also is acceptable). Since we are attempting to modify thousands of leases in a short time frame, we are grateful for your prompt attention to this matter.

You may receive more than one letter if you have more than one lease with us. If so, we apologize in advance, but if you will let us know, we will designate one point of contact to work with you on all leases.

If you have any questions, please email LeaseRRP@WellsFargo.com and someone will be in touch with you shortly. Thank you for helping us comply with our federal regulatory requirements.

Very truly yours,

Cynthia J. Burns
Lease Management Operations Manager
Corporate Properties Group

Accepted & Agreed this 20 day of July 2017

Landlord: American Indian Model Schools

By: _____

Signer Name: Steven Leung

Title: Board President

Contract# A00019847320000

WELLS FARGO

Corporate Properties Group
MAC A0109-112
333 Market Street
11th Floor
San Francisco, CA 94105

Via: **Fedex Overnight Mail**
maya.woods-cadiz@aimschools.org
(510) 893-0345 fax

January 12, 2015

Ms. Maya Woods-Cadiz
American Indian Model Schools
171 12th Street
Oakland, CA 94607
(510) 893-8701

Re: **Renewal Option**
12th & Madison ATM
171 12th Street
Oakland, CA 94607
BE #198473 L200

Dear Maya:

Please accept this letter as formal notice that Wells Fargo Bank, N.A., hereby elects to exercise its option to extend as set forth under Section 4, Renewal Option, of the Amendment to ATM Lease dated November 17, 2009 between American Indian Model Schools, successor to Lumbee Holdings, LLC and Wells Fargo Bank, N.A. The extended term will commence August 1, 2015 and expire July 31, 2020.

Should you have any questions, please do not hesitate to contact me.

Best regards,

Lan P. Lee
Lease Negotiator
Corporate Properties Group
(415) 894-3233
(415) 894-3240 fax



AMENDMENT TO ATM LEASE
Landlord: Lumbee Holdings, LLC
Tenant: Wells Fargo Bank
ATM Facility at 171 12th Street, Oakland, CA 94607
BE # 198473

This Amendment to ATM Lease ("Amendment") is made as of November 17, 2009, by and between **LUMBEE HOLDINGS, LLC**, a Nevada limited liability company, successor to **BARCLAYS PLAZA ASSOCIATES,** California limited partnership, as landlord ("Landlord"), and **WELLS FARGO BANK, N.A.**, a national banking association, as tenant ("Tenant"), with reference to the following:

RECITALS

A. Landlord is the present landlord and Tenant is the present tenant, under that certain ATM Lease dated as of October 10, 1997 (the "Original Lease") relating the premises ("Premises") located within that certain building and adjoining lands (collectively the "Property") commonly known as Wells Fargo Plaza, 171 12th Street, Oakland, California (the "Premises"). The Premises are more particularly described in Exhibit A to the Original Lease. The Premises comprises approximately 130 square feet and is more particularly described in Exhibit A to the Original Lease. The Premises is used by Tenant for the installation and operation of automatic teller machines and related facilities (collectively the "ATM Facilities").

B. The Original Lease was previously modified by that certain Amendment to ATM Lease dated June 14, 2000 (the "First Amendment"). The Original Lease as amended by the First Amendment is hereinafter collectively referred to as "Lease".

C. Currently, the term of the Lease ("Term") is set to expire on July 31, 2010.

D. Landlord and Tenant now desire to further amend the Lease to extend the term for a period of five (5) years, grant Tenant an additional extension option and modify the rent to be paid by Tenant during any future extensions and make certain other modifications, subject to the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits to be achieved hereunder, Landlord and Tenant agree as follows:

1. Recitals and Definitions. The foregoing recitals (including the definitions contained therein) are hereby incorporated herein by this reference. Any capitalized terms used but not defined herein shall have the same meaning given such terms in the Lease.

2. Extension of Term. Subject to all of the terms and conditions set forth in this Amendment, Landlord and Tenant hereby agree that the Term of the Lease shall be extended for a period of five (5) years commencing on August 1, 2010 and expiring on July 31, 2015 (the "Extension Term"). All of the terms and conditions set forth in the Lease shall apply during the Extension Term, except that the amount of monthly rent to be paid during the Extension Term shall be as set forth in Section 3.

3. Monthly Base Rent During the Extension Term. Notwithstanding any provision in the Lease to the contrary, commencing on August 1, 2010, and on the first day of each calendar month thereafter during the Extension Term, Tenant shall pay Landlord monthly rent in the amount of $1,500.00 per month.

4. Renewal Option. Notwithstanding the foregoing extension of the Lease for the Extension Term, Landlord agrees and acknowledges that Tenant still has one option remaining under Section 5 of the Original Lease (the "Renewal Option") to further extend the Term for a period of five (5) years. The Renewal Option shall extend the Lease for the five year period commencing on August 1, 2015 and ending July 31, 2020 (the "Option Term"). "). Tenant shall exercise the Renewal Option, if at all, in the same manner and subject to the same terms and conditions set forth in Section 5 of the Original Lease. Upon the timely exercise of the Renewal Option the Term shall be automatically extended for an additional five (5) year period on the same terms and conditions as set forth in the Lease, except that the monthly rent to be paid by Tenant during such extension shall be as set forth in Section 5 below.

5. Monthly Base Rent During the Option Term. Notwithstanding any provision in the Lease to the contrary (including without limitation Section 7 of the Original Lease), in the event Tenant timely and properly exercises the Renewal Option, then commencing on August 1, 2015, and on the first day of each calendar month thereafter during the Option Term, Tenant shall pay Landlord monthly rent in the amount of $1,725.00 per month.

6. Notices. Any notices to be sent to Tenant hereunder shall be sent to Tenant as follows:

	With a Copy To:
Wells Fargo Bank, N.A. Corporate Properties Group 333 Market Street, 11th Floor MAC# A0109-111 San Francisco, CA 94105 Fax: 415-894-3168 Attention: Lease Administration BE# 198473	Wells Fargo Bank, N.A. Corporate Properties Group 333 Market Street, 11th Floor MAC# A0109-112 San Francisco, CA 94105 Fax: 415-894-3240 Attention: Lease Negotiations BE# 198473

7. Representations and Warranties. Each party hereby represents and warrants to the other party as follows:

a. Full Capacity. Each person signing this Amendment has the full capacity and authority to act on behalf of the party for whom he or she purports to act, and that such party has the estate in the Building and/or Lease which he or she purports to hold.

b. Due Execution. The individuals executing this Amendment on behalf of Landlord and Tenant, respectively, represent and warrant to each other that each of them have the right, power, legal capacity and authority to execute this Amendment and to bind the party for whom they are signing.

c. No Defaults. Landlord represents that, to the best of Landlord's current actual knowledge, Tenant is not in default in the performance of any of its obligations under the

Lease nor does there presently exist any fact or circumstance that, with the passage of time or the giving of notice, would constitute such a default by Tenant under the Lease.

8. Miscellaneous. This Amendment is not a novation, nor is it to be construed as a release or waiver of any rights set forth in the Lease. Except as modified hereinabove, all other terms, provisions and conditions set forth in the Lease remain in full force and effect. If any provision of the Lease or this Amendment or the application of any such provision therein shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of the Lease and this Amendment and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated. In the event of any conflict between the terms of the Lease and the terms of this Amendment, the parties agree that the terms of this Amendment shall govern and control.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Amendment as of the first date set forth hereinabove.

"Tenant" **"Landlord"**

WELLS FARGO BANK, N.A., a national banking association,		**LUMBEE HOLDINGS, LLC,** Nevada limited liability company
By: _____		By: Dr. Ben Chavis
Its: Asset Manager		Its: CEO
By: _____		By: _____
Its: VP		Its: 1
Date: 1/8/10		Date: _____

WELLS FARGO

Corporate Properties Group
633 Folsom Street, 6th Floor
San Francisco, CA 94107

(415) 396-3029

January 6, 2005

Terry Moyer
Barclay's Plaza Associates
1000 Marina Village Parkway, Suite 100
Alameda, CA 94501
(510) 769-0300
(510) 769-7705 fax
RE: 171 12TH ST. AIMS OAKLAND
Via Certified Mail and Facsimile

Dear Terry,

Hope you are well. This letter is to notify you that Wells Fargo does hereby exercise its five year option to renew per paragraph 5 of our lease dated October 10, 1997. The term shall now expire on July 31, 2010. Effective August 1, 2005 the base rent shall be increased from $1,100 per month to $1,300 per month.

Please acknowledge your receipt of this letter by signing below, and returning to me via fax at (415) 396-7659. Thanks again for your assistance.

Sincerely,

David Danis
Vice President

Receipt Acknowledged:

Barclay's Plaza Associates
Terry Moyer, GP 1/6/05

Landlord Date

AMENDMENT TO ATM LEASE

Landlord: BARCLAYS PLAZA ASSOCIATES
Tenant: WELLS FARGO BANK, N.A.

ATM Facility at 171 12th Street, Oakland, CA
AU 98473

THIS **AMENDMENT TO ATM LEASE** ("Amendment") is made as of June 14, 2000, between **BARCLAYS PLAZA ASSOCIATES,** a California limited partnership (hereinafter referred to as "Landlord"), as lessor, and **WELLS FARGO BANK, N.A.**, a national banking association (hereinafter referred to as "Tenant"), as lessee.

THE **PARTIES ENTER INTO THIS AMENDMENT** based upon the following facts, understandings and intentions:

A. Tenant and Landlord are parties to that STANDARD ATM LEASE, dated as of October 10, 1997 (hereinafter, the "Lease"), for an ATM facility with two automated teller machines within a building owned by Landlord generally known as 171 12th Street, Oakland, California. The premises and the ATM facility are more particularly described in the Lease.

B. Pursuant to Section 14 of the Lease, Tenant is responsible for paying all costs for electricity required for the ATM facility, which was to be measured by a meter or submeter at or adjacent to the facility. The parties now desire to provide for an alternative means for Tenant's payment of electrical usage in the premises.

C. Capitalized terms used herein shall have the same meaning given them in the Lease unless defined herein.

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06/09/2000*

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants of Tenant and Landlord set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Flat Fee for Electrical Usage. The parties hereby agree that in lieu of Tenant's obligation under Section 14 of the Lease to make payment for measured electrical usage to the providing utility or to Landlord, Tenant shall instead pay Landlord a monthly fixed electrical charge, in the amount set forth in Section 2 below, during the entire Term, commencing on January 1, 1999. Except for arrearages described in Section 3 below, each month's fixed electrical charge shall be due on the first day of each calendar month, commencing on July 1, 2000. In return, Landlord hereby agrees to furnish the premises with all electrical power required by Tenant for the normal use of the ATM facility and all equipment comprising a part thereof. The monies specified in this Section 1 shall be the only rent due from Tenant during the initial Term of the Lease (which expires on July 31, 2000; during each Extension Terms, the monies specified in this Section 1 shall be in addition to the monthly rents specified in Section 7 of the Lease.

2. Amount of Fixed Electrical Charge. The fixed electrical charge shall equal $300.00 per month for the entire period between January 1, 1999 and December 31, 2000. Effective as of January 1, 2001, and on each succeeding January 1 during the balance of the Term (including any Extension Term), the fixed electrical charge shall be subject to adjustment by the parties based on the historical metered usage of the ATM facility during the preceding calendar year, with the parties hereby agreeing to adjust the monthly fixed electrical charge, upwards or downwards, for the ensuing calendar year to approximate the actual charges for measured electrical consumption by the ATM facility during the preceding calendar year.

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3. Payment of Arrearages. On July 1, 2000, in addition to the first monthly installment of the fixed electrical charge prescribed by Section 1 above, Tenant shall tender to Landlord the sum of $5,400.00, representing the amount of the monthly electrical charges having accrued pursuant to Section 1 above during the 18 months between January 1999 and June 2000, inclusive.

4. Full Force and Effect. Except as herein amended, the Lease shall continue in full force and effect as written.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in one or more counterparts as of the day and year first above written.

Tenant:

WELLS FARGO BANK, N.A., a national banking association

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Date: June 16, 2000

Landlord:

BARCLAYS PLAZA ASSOCIATES, a California limited partnership

By _____
Name: TERENCE W. MOYER
Title: General Partner

By _____
Name: _____
Title: _____

Date: June __, 2000

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08/09/2000*

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ATM LEASE

WELLS FARGO BANK: BARCLAYS PLAZA ASSOCIATES

Wells Fargo Plaza
171 12th Street, Oakland, CA

AU 99274

THIS LEASE is made as of October 10, 1997 between **BARCLAYS PLAZA ASSOCIATES**, a California limited partnership ("Landlord"), and **WELLS FARGO BANK, N.A.**, a national banking association ("Tenant"). Tenant desires to lease from Landlord certain premises within that certain building and adjoining lands (collectively, the "Property") known generally as Wells Fargo Plaza, 171 12th Street, Oakland, California. The premises ("Premises"), measuring approximately 13 feet wide by 10 feet deep, are more particularly described in Exhibit "A," attached hereto.

1. **Premises**. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, comprising space for two (2) ATM machines owned by Tenant, and a service and maintenance room directly behind such ATMs from which such ATMs will be serviced. It is expressly acknowledged and agreed that the Premises shall not include the circulation area described in Section 2.

2. **Circulation Area**. Tenant acknowledges that Tenant shall be responsible, at Tenant's own cost and expense, for providing janitorial service for the Premises themselves and for the following nearby areas: the grounds in the immediate vicinity of the Premises, including street curbs and gutters; the handicap ramp; and the stairway leading from the main building entrance to the courtyard; and Tenant covenants and agrees to keep all such areas in a clean and orderly condition, free of trash and debris. If Tenant fails to keep such areas in a neat and clean condition, then Landlord may undertake such janitorial services and bill Tenant for the additional janitorial costs incurred by Landlord in so doing. As to exterior areas within a radius of ten feet (10') of the ATMs, Landlord agrees that it shall maintain such area free from fixtures (other than trash receptacles) and improvements that might impede or impair pedestrian traffic around the ATMs and the convenient queuing of customers using the ATMs.

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3. **Electrical and Communications Hookups**. Tenant shall install and maintain all electrical and telephone connections (if any) required for the continued operation of the ATMs, and shall maintain the existing lighting fixtures directly above the ATMs and in the nearby areas of the courtyard which are on Tenant's separate meter (submeter), all at Tenant's sole cost and expense. This Lease also authorizes Tenant's continued use and operation of the electrical meter or submeter within or adjacent to the Premises which monitors consumption of electrical power for the ATM facility and lighting, and Tenant's connection of its telephone and data communication devices to the telephone room/panel for the Property.

4. **Term**. The term of this Lease shall commence immediately upon the expiration of that certain Lease for a portion of the Property dated September 22, 1978, by and between Madison Street Associates, as Landlord's predecessor-in-interest, and Barclays Bank of California, as Tenant's predecessor-in-interest, which Lease is subject to termination by reason of a Lease Termination Agreement being entered between Landlord and Tenant simultaneously herewith. The date on which the aforementioned Lease is due to terminate is referred to in the Lease Termination Agreement as the "Effective Date." Subject to Sections 5 and 6, the term of this Lease shall expire on July 31, 2000, and on that day at 11:59 P.M. (local time).

5. **Renewal Options**. Tenant shall have the options of extending the term for two (2) periods of five (5) years (each an "Extension Term") by giving written notice of Tenant's exercise to Landlord at least six (6) months prior to the expiration of the term, as it may previously have been extended. Upon exercise of each such option by Tenant, the term shall automatically be extended for the Extension Term upon the same terms, covenants and conditions of this Lease, except that monthly rent for each Extension Term shall be as set forth in Section 7 below.

6. **Cancellation Option**. Notwithstanding anything in Sections 4 and 5 to the contrary, Tenant may at any time during the term (including any Extension Term) terminate this Lease by giving at least one hundred and twenty (120) days advance written notice of Tenant's election to terminate, whereupon this Lease shall automatically terminate on the last day of the calendar month in which such 120th day occurs. If this Lease is cancelled during an Extension Term, then on the date of termination of this Lease in accordance with this Section, Tenant shall pay Landlord a cancellation fee equal to seventy-five percent (75%) of the undiscounted monthly rent due for the balance of the current Extension Term.

7. **Rent**. During the initial term of this Lease, Tenant shall pay no fixed monthly rent whatsoever. However, commencing with

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the first day of the first Extension Term, if applicable, monthly rent shall equal Eleven Hundred and No/00 Dollars ($1,100.00) and shall remain fixed at that amount throughout the remainder of the first Extension Term; such monthly rent shall be due from Tenant on the first day of the first Extension Term and on the first day of each calendar month thereafter during the first Extension Term. Commencing with the first day of the second Extension Term, if applicable, monthly rent shall be increased to Thirteen Hundred and No/00 Dollars ($1,300.00) and shall remain fixed at that amount throughout the remainder of the second Extension Term; such monthly rent shall be due from Tenant on the first day of the second Extension Term and on the first day of each calendar month thereafter during the second Extension Term. The foregoing rental amounts shall not be affected by the number of ATMs operating from the Premises.

8. **Construction of Premises**. Immediately after commencement of the term, Tenant shall promptly begin, and shall proceed to complete as expeditiously as practicable, the conversion of the Premises to a fully-functioning ATM facility housing two (2) ATMs, and a service room behind the ATMs from which the ATMs may be maintained, serviced and repaired. All such work of demolition, refurbishment and construction shall be undertaken by Tenant at its sole cost and expense and shall substantially conform with the plans and drawings attached hereto as Exhibits "A" and "B". Landlord agrees to cooperate in good faith to facilitate Tenant's construction and installation activities. The ATMs, the ATM Improvements and all of Tenant's trade fixtures, signs and personal property shall be and at all times remain the property of Tenant.

9. **Use**. The Premises may be used by Tenant only for the installation and operation of: (a) one or two (2) ATMs, together with a service and maintenance room behind the ATMs, which in the case of the Premises, shall be constructed by Tenant, together with a new entrance door to be installed by Tenant, as depicted on Exhibit "B"; (b) a telephone handset or other support system for said equipment; (c) trash receptacles and envelope dispenser; (d) a rack for advertising and promotional literature and brochures; (e) network router, hub, DSU/CSU, sync box, alarm wires, and security camera; and (f) such other equipment and accessories (including the bezel) as are or become normally provided by Tenant in connection with the operation of an ATM facility of this type. The items described in clauses (b), (c), (d), (e) and (f) are collectively referred to herein as the "ATM Improvements". Tenant shall make no other use of the Premises or the remainder of the Property without the prior written consent of Landlord.

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10. **Erection of Signs**. All Tenant signage for the Premises shall be fabricated, installed and maintained by Tenant at Tenant's sole cost and expense. Pursuant to the Lease referred to in Section 4, Tenant currently has three placard signs, approximately 4 feet by 4 feet, on the building facade. Tenant shall be permitted to retain such signs at their existing locations. However, at Tenant's election at any time during the term hereof, Tenant's may replace such signage with other similarly-sized signage in the same location in connection with any change in Tenant's business name or logo. Without limiting the generality of the foregoing, Landlord hereby approves Tenant's redesigned logo for such signage locations as generally outlined in Exhibit "C," attached hereto. Except as provided hereinabove, any new or additional signage on the exterior of the Property shall be subject to Landlord's giving its prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Prior to the installation of any signs, Tenant shall obtain any sign permits required by applicable governmental authority. All such signs shall at all times remain the property of Tenant.

11. **Removal of ATMs and Signage**. Upon the expiration or other termination of this Lease, Tenant shall remove Tenant's ATM signs, the ATMs and the entrance door to the service and maintenance room, at Tenant's sole cost and expense. Tenant also shall, at its sole cost and expense, (i) repair any damage associated with Tenant's removal of its signs and the ATMs, and paint walls where necessary, and (ii) restore the exterior of the Premises to match, as nearly as practicable, the appearance of the Property facade in the area directly across the courtyard from the Premises (to match tinted glass and stucco wall). Tenant shall not be required to remove or demolish the service and maintenance room behind the ATMs.

12. **Maintenance of Premises**. Tenant shall make all necessary repairs to the ATMs and ATM Improvements (including the existing light fixtures above the ATMs), and shall keep and maintain them in good condition. Tenant may engage an independent contractor to perform Tenant's maintenance obligations hereunder. Landlord shall maintain and repair the sidewalks and other portions of the real property adjacent to the Premises.

13. **Alterations, Additions and Improvements**. Except for ATM Improvements and the signs described in Section 10 above, Tenant shall not make any alterations, additions or improvements to the Premises without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Except as provided otherwise in this Lease, any and all alterations, additions or improvements shall on termination of this Lease

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become the property of Landlord and shall remain on the Premises.

14. **Utilities**. Tenant shall pay for all electricity consumed in the Premises. Tenant shall install a separate electrical meter or submeter for the Premises, at Tenant's sole cost and expense, and Tenant shall only be responsible for the payment of electrical charges related to Tenant's usage, as determined by said meter or submeter. Tenant also shall pay for all telephone, data lines, and other communications services dedicated to Tenant's operation of the ATMs and ATM Improvements. Landlord shall not permit any of Landlord's employees to tamper with Tenant's electrical connections or lines, or its telephone, data lines or other telecommunications wiring or equipment.

15. **Landscaping**. Landlord shall maintain all landscaping adjacent to or in the vicinity of the Premises. All such landscaping services shall be undertaken at Landlord's expense, without reimbursement by Tenant, and shall be undertaken and performed to the same standards and frequency as prevail throughout the Property generally.

16. **Maintenance of Lighting Fixtures.** Tenant shall maintain all existing lighting fixtures in the vicinity of the Premises which were originally installed by Tenant, and shall keep them in good working order. Landlord agrees to cooperate with Tenant with respect to AB 244 [California Financial Code §§13000-13070] regulations as they pertain to safety for operation of ATM facilities.

17. **Hours and Manner of Operation**. Tenant shall have exclusive authority to determine hours of ATM operation, and the products and services, and the pricing of same, to be offered through the ATMs. Notwithstanding the foregoing, Tenant shall ensure that the ATMs are not operational during the hours of 11:00 P.M. to 6:00 A.M.

18. **Approval Rights; Trademarks.** Notwithstanding anything in this Lease to the contrary, Landlord and Tenant shall at all times retain prior written approval rights of any marketing or promotional advertisement by the other party which bears the other party's name, logo or trademark or those of any of the other party's fictitious business names. Tenant and Landlord acknowledge and agree that each party's trademarks and trade names are solely the property of such party, respectively, and that this Lease does not in any way grant to the other party the right to use same. Notwithstanding the foregoing, Tenant hereby grants Landlord permission to retain the name "Wells Fargo Plaza" for the building(s) comprising the Property, and Landlord may retain the use of such name, for said building(s)

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only, until such time as Landlord desires to designate it by any different name.

19. **Taxes**. In addition to the rent specified hereinabove, Tenant shall pay all personal property taxes assessed on Tenant's fixtures, equipment and machinery.

20. **Damage or Destruction**. If the Property is damaged or destroyed by any cause and such damage or destruction is so severe that it cannot be repaired or restored within 180 days following the casualty, as reasonably determined by Landlord's contractor, then Landlord may terminate this Lease by providing Tenant written notice of such termination not more than thirty (30) days following the occurrence of such damage or destruction. If this Lease is not terminated as aforesaid, then unless Tenant has given Landlord prior notice of Tenant's cancellation of this Lease pursuant to the further terms of this Section 20, Landlord shall, at its own cost and expense, promptly repair the damage and restore the Property. Should said damage or destruction substantially impair, in the reasonable judgment of Tenant, the satisfactory operation of the ATMs, Tenant may terminate this Lease by providing Landlord written notice of such termination not more than thirty (30) days following the occurrence of such damage or destruction.

21. **Eminent Domain**. Should all or any part of the Premises be taken under the power of eminent domain during the term of this Lease, either Landlord or Tenant may terminate this Lease by providing written notice of termination to the other party not more than thirty (30) days following the date of such taking. All damages and compensation awarded or paid because of such taking of the land or Property (other than the ATMs, the ATM Improvements and Tenant's signs) shall belong to Landlord. All damages and compensation awarded or paid because of a taking of the ATMs, the ATM Improvements or Tenant's signs shall belong to Tenant.

22. **Exclusive Right**. So long as this Lease remains in effect, Landlord shall not, without the prior written consent of Tenant (which consent may be given or withheld in Tenant's sole discretion), install or operate, or enter into any lease or similar occupancy agreement for any part of the Property which would permit the installation or operation of, another automated teller machine (or similar mechanism for effecting financial transactions) within or upon the exterior of the building or any other part of the Property. Notwithstanding the foregoing, Landlord and its tenants may operate a point-of-sale electronic fund transfer processing system utilizing debit and credit cards at various point-of-sale locations within the Property.

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23. **Assignment and Subletting**. Tenant shall not assign this Lease, nor sublet the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. A consent by Landlord to one assignment or subletting shall not be deemed to be a consent to any subsequent or subletting. Notwithstanding the foregoing, Landlord hereby consents to the assignment of this Lease to any present or future wholly owned subsidiary or parent of Tenant or to any successor in interest of the entire business of Tenant as a result of a merger, consolidation, purchase of assets, assignment, or by operation of law. Subject to the foregoing, this Lease shall inure to the benefit of and be binding upon each party's successors and assigns.

24. **Insurance**.

(a) Tenant agrees to procure and maintain at all times during the term of this Lease, a policy of public liability and property damage insurance covering the Premises. Such policy shall provide limits of at least $1,000,000 for property damage or injury to or death of one or more persons in any one occurrence. Tenant shall be named insured and Landlord shall be named additional insured in said policy of insurance. Tenant shall notify Landlord in writing at least thirty (30) days prior to any changes or cancellations of said policy, and shall deliver evidence of said insurance to Landlord prior to commencement of the term of this Lease. Landlord agrees to procure and maintain at all times during the term of this Lease, a policy of public liability and property damage insurance covering the Property. Such policy shall name Landlord as insured and shall provide limits of at least $1,000,000 for injury to or death of one or more persons in any one occurrence.

(b) Nothing in this Section 24 shall prevent Tenant carrying insurance of the kind required of Tenant under a blanket insurance policy or policies which cover other properties owned or operated by Tenant in addition to the Premises, nor prevent Tenant from self-insuring against the perils covered by the insurance described in Section 24.(a), such insurance shall be deemed insurance required to be carried by Tenant under this Lease and shall be subject to the provisions hereunder pertaining to such insurance.

(c) Notwithstanding any other provision of this Lease to the contrary (including, without limitation, Section 27 below), each party expressly waives every claim which arises or may arise in its favor and against the other party during the term of this Lease for any and all loss of or damage to any of its property located within or upon the Property and/or the Premises, which loss or damage is covered by such party's

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insurance, whether or not such insurance is required hereunder. The waiver contained in this Section shall be effective whether such loss or damage is actually insured or self-insured pursuant to the terms of this Lease. Each party agrees to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of this mutual waiver (if required by such policies) and to have said insurance policies properly endorsed (if necessary) to prevent the invalidation of said insurance coverage by reason of said waiver, and, if required in writing, to give to the other party a certificate from its insurance company to that effect.

25. **Default**. The following shall constitute an event of default under this Lease: the failure by Tenant or Landlord to observe or perform any of the covenants, conditions or other provisions of this Lease required to be observed or performed by Tenant or Landlord, as the case may be, where such failure shall continue for a period of ten (10) days after written notice thereof by the other party hereto in the case of monetary defaults, or thirty (30) days after written notice thereof by the other party hereto in the case of all other defaults, provided that if such failure relates to a non-monetary default which cannot be cured within such thirty (30) day period, no default shall exist so long as the party failing to observe or perform such covenants, conditions or other provisions promptly commences cure of such failure and diligently prosecutes such cure to completion.

26. **Remedies on Default**. In the event of any default by Tenant or Landlord then, in addition to any other remedies available to the other party hereto at law or in equity, such other party may:

(a) Continue this Lease (and the other party's rights and obligations hereunder) in effect and thereby be entitled to enforce all rights and remedies under this Lease; or

(b) Terminate this Lease by any lawful means after providing written notice to the defaulting party of such intention, and recover from such defaulting party any amount necessary to compensate such other party for all detriment negligently or willfully caused by such defaulting party's failure to perform its obligations under this Lease (subject to Section 28).

27. **Indemnity**. Subject to Section 28 and also subject to other provisions of this Lease with respect to the parties' respective rights and obligations regarding losses covered by insurance, Landlord and Tenant hereby agree as follows:

(a) Landlord hereby indemnifies and holds Tenant harmless from and against all claims, actions, costs (including, but

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not limited to, court costs and attorneys' fees), judgments, liabilities or damages arising out of or resulting from personal injury or property damage of any kind which is caused by the gross negligence or wilful misconduct of Landlord or any of its employees, agents or contractors.

(b) Tenant hereby indemnifies and holds Landlord harmless from and against all claims, actions, costs (including, but not limited to, court costs and attorneys' fees), judgments, liabilities or damage arising out of or resulting from personal injury or property damage of any kind which is caused by the gross negligence or wilful misconduct of Tenant or any of its employees, agents or contractors.

28. **Release from Liability**. Notwithstanding Section 27 or any other provisions of this Lease, in no event shall either party be liable to the other for consequential damages resulting from a breach of this Lease, or incident to any personal injury or property damage occurring in, on or about the Premises or the Property, except and unless such damages were the direct and proximate result of the grossly negligent or wilful acts of the responsible party (or its employees, agents and contractors).

29. **Attorneys' Fees**. In the event of any litigation between Landlord and Tenant in connection with this Lease, the prevailing party shall be entitled to recover from the other party hereto, in addition to such other relief as may be granted, such reasonable attorneys' fees incurred by the prevailing party in instituting or defending such litigation, together with such reasonable costs and expenses of litigation as may be allowed by the court.

30. **Time of Essence**. Time is expressly declared to be of the essence of this Lease.

31. **Waivers**. No waiver of either party hereto of any provision of this Lease shall be deemed a waiver of any other provision hereof or of any subsequent breach by such party of the same or any other provision.

32. **Notices**. Any notice required or permitted by this Lease to be provided to either party hereto by the other party hereto shall be in writing and shall be deemed duly provided and received when personally delivered to the party to which it is directed or, in lieu of such personal delivery, three (3) days after deposit in the United States mail, sent certified mail with first-class postage prepaid (or immediately upon confirmation of transmission receipt after facsimile transmission, provided such notice is also deposited in the U.S. mail as aforesaid), and addressed as follows:

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If to Landlord:	If to Tenant:
Barclays Plaza Associates 1000 Marina Village Parkway Suite 110 Alameda, CA 94501 Attn: Terence W. Moyer Tel: (510) 769-0300 Fax: (510) 769-7705	Wells Fargo Bank, N.A. 111 Sutter St. 22nd Fl. San Francisco, CA 94163 Attn: Corporate Properties Group Tel: (415) 396-3115 Fax: (415) 396-7659

Either party hereto may by written notice to the other party hereto specify a different address for notice purposes or add one additional address for notice purposes.

33. **Entire Agreement**. This Lease constitutes the entire agreement between the parties hereto with respect to the leasing of the Premises, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. In the event of a conflict between the terms and provisions of this Lease and the terms and provisions of any other agreement, instrument or document, the terms and provisions of this Lease shall prevail. No provision of this Lease may be amended except by an agreement in writing executed by the parties hereto.

34. **Quiet Enjoyment.** Landlord covenants and agrees that so long as Tenant has not committed a default under this Lease, Tenant shall have quiet and peaceful possession of the Premises and shall enjoy all of the rights herein granted without interference by Landlord or anyone claiming by, through, or under Landlord (including tenants or other occupants of the Property) or by the lessor under any master lease of the Property.

35. **Choice of law.** This Lease shall be construed in accordance with and governed by the laws of the State of California, as such laws would be applied to residents of California engaged in a transaction to be performed solely within the State of California.

36. **Construction.** If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law. Both parties hereto have assisted in the drafting of this Lease and any ambiguities herein shall not be construed against either party.

37. **Third Party Approvals.** Landlord represents and warrants to Tenant that Landlord has the full right, power and authority

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to enter into this Lease without the necessity of obtaining any third party approvals (other than those already obtained by Landlord), and that the terms of this Lease do not violate any lease, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Lease.

38. **Authority**. Each individual executing this Lease represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the party for which he or she is executing, and that this Lease is binding upon such party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first set forth above.

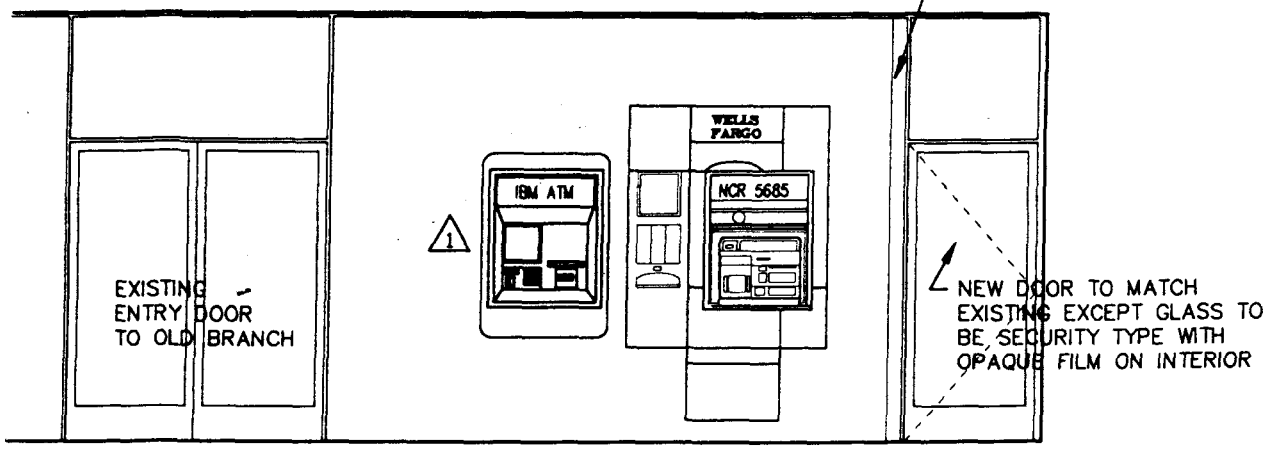
TENANT	LANDLORD
WELLS FARGO BANK, N.A., a national banking association	BARCLAYS PLAZA ASSOCIATES, a California limited partnership
By _____ Name: DAVID DAVIS Title: VP	By _____ Name: TERENCE W. MOYER Title: GENERAL PARTNER
By _____ Name: JEFFREY W. RADER Title: _____	By _____ Name: STEPHEN E. BLOCK Title: GENERAL PARTNER
Date: 10/15, 1997	Date: Oct 17, 1997

[Attach Floor Plan as Exhibit "A"]

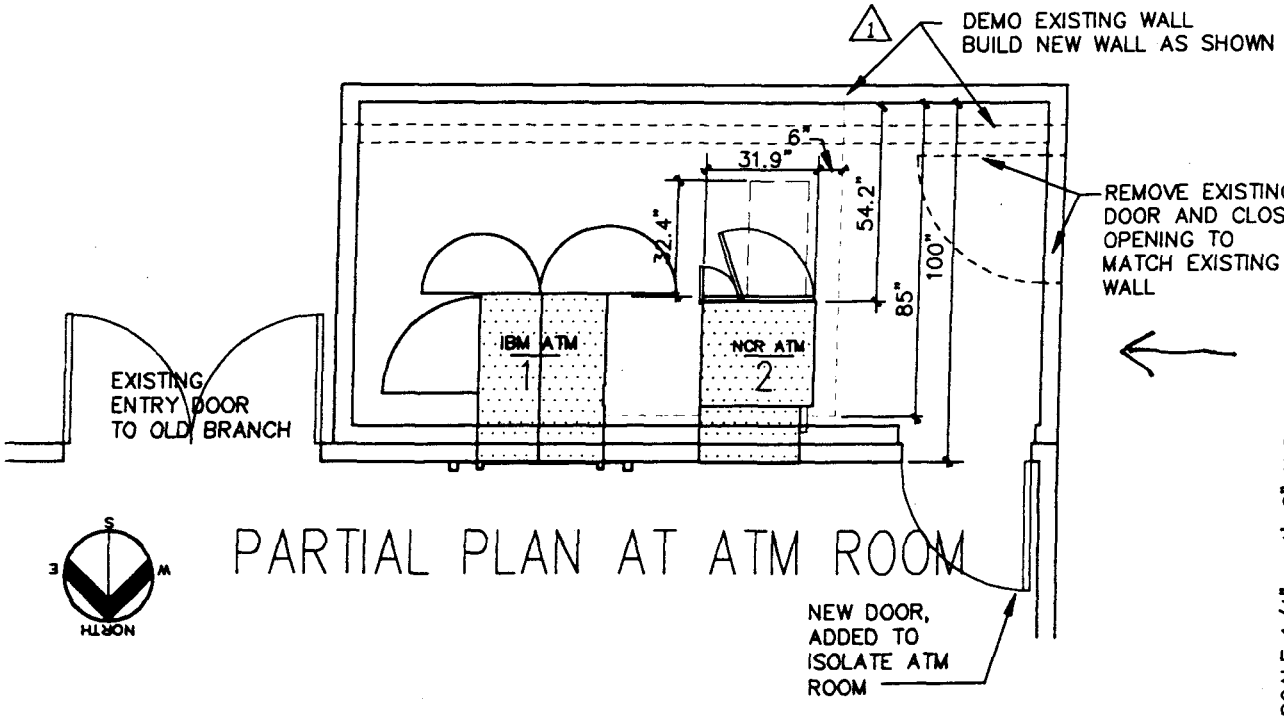
[Attach elevations, showing new door, as Exhibit "B"]

[Attach signage design as Exhibit "C"]

EXHIBIT A



PARTIAL ELEVATION AT ATM ROOM



PARTIAL PLAN AT ATM ROOM

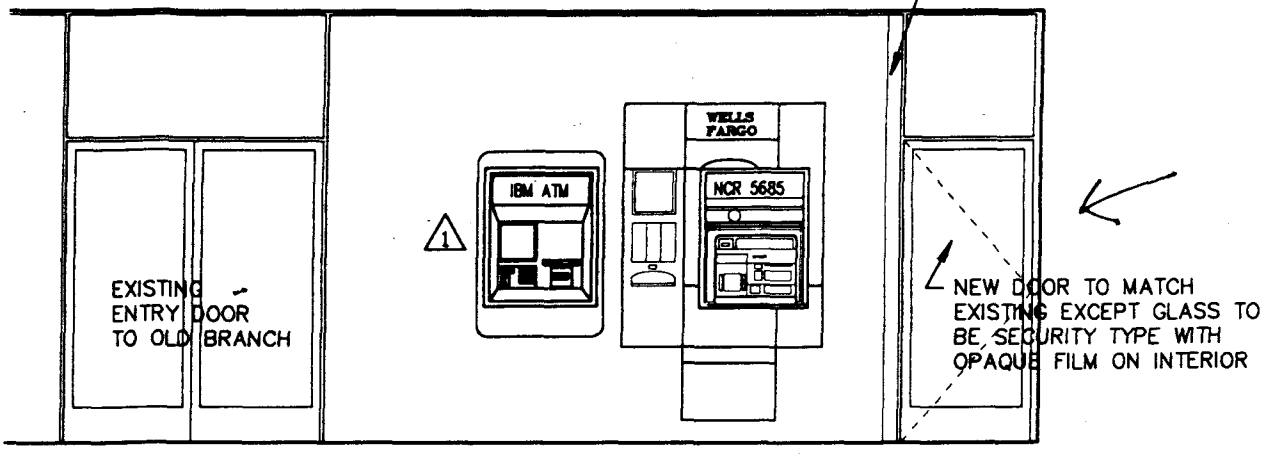
SCALE 1/4" = 1'-0" U.O.N.

PAUL O. FINWALL AND ASSOCIATES
ARCHITECTS - PLANNERS
PENTHOUSE, HEARST BUILDING
SAN FRANCISCO, CALIFORNIA 94103
(415) 543-4430
FAX: (415) 227-0534
JOB NO. 184-08a
LICENSED ARCHITECT
State of California
No. C9680, renewal date 30 Nov. 1997

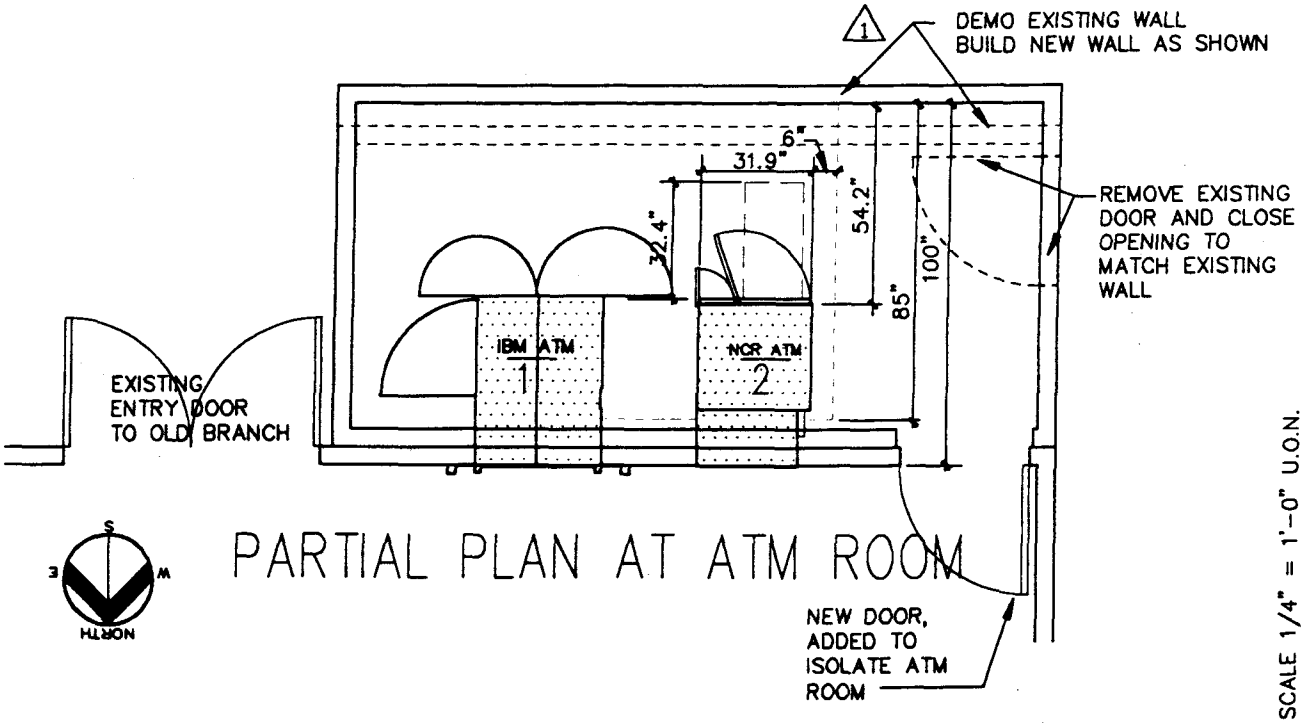
DRAWING NAME: PRELIMINARY
12th St, OAKLAND
Design Studies for:
Wells Fargo Bank
171 12th Street
Oakland, California

EXHIBIT A-1
PAGE 2 OF 2
REVISION 1 10/15/97
REFERENCE DRAWING NO. 184-06A2

EXHIBIT B



PARTIAL ELEVATION AT ATM ROOM



PARTIAL PLAN AT ATM ROOM

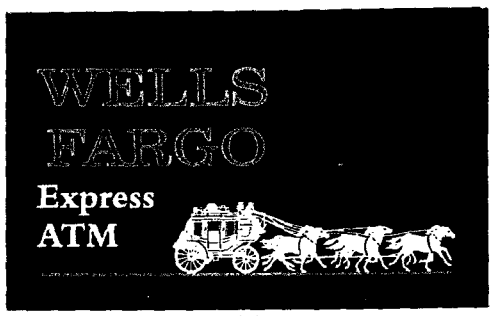
SCALE 1/4" = 1'-0" U.O.N.

PAUL O. FINWALL AND ASSOCIATES
ARCHITECTS - PLANNERS
PENTHOUSE, HEARST BUILDING
SAN FRANCISCO, CALIFORNIA 94103
(415) 543-4430
FAX: (415) 227-0534
LICENSED ARCHITECT
State of California
No. C9680, renewal date 30 Nov. 1997
JOB NO. 184-08a

DRAWING NAME: PRELIMINARY
1 12th St, OAKLAND
Design Studies for:
Wells Fargo Bank
171 12th Street
Oakland, California

EXHIBIT A-1
PAGE 2 OF 2
REVISION 1 10/15/97
REFERENCE DRAWING NO. 184-06A2

Exhibit C



MEMORANDUM

TO: Finance Committee
FROM: Katema Ballentine, Business Office
DATE: March 12, 2020
SUBJECT: Facility Use Rental Agreements Finance Committee Directors

Current Contracts
Cell Tower
171 12th Street (Roof)
Oakland, CA 94607

Rented to: AT&T

Contract Expiration: Please Review Contract

Contracted Payment: Monthly Rent $2,257.10
Monthly Utilities $1,989.32
Total Monthly: $4,246.42

Annual Rental: $50,957.04

ATM
171 12th Street (Near front Door)
Oakland, CA 94607

Rented to: Wells Fargo Bank

Contract Duration: August 1, 2015 through July 31, 2020 (5 Years)

Contracted Payment: Monthly Rent $1,725.00
Monthly Utilities $ 525.00
Total Monthly: $2,250.00

Annual Rental: $27,000.00

These contracts will be ready for negotiation beginning May 2020. This will prepare for the change effective date of August 1, 2020.

Market: California
Cell Site Number: CNU3950
Search Ring Name: 12th-Madison
Cell Site Name: 12th-Madison (CA)
Fixed Asset Number: 10087900

FIRST AMENDMENT TO MICROCELL SITE LEASE

THIS FIRST AMENDMENT TO THE MICROCELL SITE LEASE ("**Amendment**"), dated as of the latter of the signature dates below, is by and between Lumbee Properties LLC, a California limited liability company, successor in interest to Barclays Plaza Associates, having its principle place of business at 171 12th Street Suite 100, Oakland, CA 94607, ("**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest ot Bay Area Cellular Telephone Company, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 ("**Lessee**").

WHEREAS, Lessor and Lessee, or their predecessors in interest, entered into a Microcell Site Lease dated June 30, 1997, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the rooftop of the Building on the Property located at 171 12th Street, Oakland, CA 94607 ("**Lease**"); and

WHEREAS, Lessor and Lessee desire to amend the Lease to clarify scope of Lessee's permitted use of the Premises; and

WHEREAS, Lessor and Lessee desire to amend the Lease to allow Lessee to increase the size of the Premises and increase the number of antennas and related equipment on the Premises; and

WHEREAS, Lessor and Lessee desire to adjust the rent in conjunction with the modifications to the Lease contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Lease to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Permitted Use.** The permitted use as delineated in paragraph 6 of the Lease and any reference in the Lease to "cellular radio telephone system" or "cellular" is hereby amended to include the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of Lessee's communications fixtures and any related equipment, cables, accessories and improvements necessary for Lessee's use.

2. Lease of the Premises. Lessor agrees to increase the size of the Premises leased to Lessee to accommodate Lessee's needs. Lessor hereby leases to Lessee and Lessee leases from Lessor that portion of the Site generally described as follows: approximately fifty-eight (58) square feet of space on the roof of the Building for placement of Lessee's communications equipment cabinet and space on the northeast corner of the Building at an elevation of approximately thirty-seven feet (37) above ground level for the placement of up to eight (8) antennas, and approximately eighty (80) square feet of space on the top of the existing roof access stairwell for the placement of up to four (4) antennas (collectively, the "Premises") as shown for legal purposes in the attached Exhibit B-1 to the

Amendment. Lessor's execution of this Amendment will signify Lessor's approval of Exhibit B-1. Exhibit B-1 hereby replaces Exhibit B to the Lease.

3. Term. In addition to the optional extension terms presently set forth in the Lease, the parties hereby agree to add three (3) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Additional Extension Term**"), upon the same terms and conditions presently set forth in the Lease unless Lessee notifies Lessor in writing of Lessee's intention not to renew this Lease at least sixty (60) days prior to the expiration of the extension term or then existing Additional Extension Term.

4. Base Rent. Commencing on the first day of the month following the date that Lessee commences construction of the modifications set forth in this Amendment the Base Rent shall increase by One Thousand Eight Hundred Eighty and No/100 Dollars ($1880.00) per monthly, and shall continue during the term, subject to the annual adjustment identified in section 3(d) of the Lease. Upon Tenant's removal of additional antennas or vacation of additional space, the Base Rent will revert to the original rate, subject to adjustments as provided in the Lease, upon thirty (30) days' prior written notice to Lessor.

5. Notices. Section 16 of the Lease is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Lessor:
Lumbee Properties LLC
Attn: Ben Chavis
663 Haddon Road
Oakland, CA 94610

If to Lessee:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 12952-A
Search Ring Name: CNU3950 12th-Madison
Cell Site Name:12th-Madison (CA)
Fixed Asset No: 10087900
575 Morosgo Drive NE
Suite 13-F, West Tower
Atlanta, GA 30324

With a copy to AT&T Legal Department:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: CNU3950
Search Ring Name: 12th-Madison
Cell Site Name: 12th – Madison (CA)
Fixed Asset No: 10087900
208 S. Akard Street
Dallas, Texas 75202-4206

The copy sent to the AT&T Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

6. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

7. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

"Lessor"

Lumbee Properties LLC, a California limited liability company

By: Ben Chavis

Print Name: Ben-Chavis

Its: _____

Date: 12-5-13

"Lessee"

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

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: Michael Guibord

Its: Director
Construction & Engineering

Date: 12/12/13

[ACKNOWLEDGMENTS APPEAR ON THE FOLLOWING PAGE]

LESSOR ACKNOWLEDGMENT

State of North Carolina
County of Robeson)

On 12 - 5 - 13 before me, Ben Chavis, CEO,
(insert name and title of the officer)

personally appeared before me, Helen Debbie Hammonds Hardin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NC that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Helen Debbie Hardin (Seal)

LESSEE ACKNOWLEDGMENT

State of California
County of Contra Costa

On December 12, 2013 before me, Debra A Hall-Notary Public,
(insert name and title of the officer)

personally appeared Michael Bouchard,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra A Hall (Seal)

DEBRA A. HALL
Commission # 1968740
Notary Public - California
Alameda County
My Comm. Expires Feb 5, 2016

Northern California Market
2013 Form

EXHIBIT B-1

DESCRIPTION OF PREMISES

Page ___ of ___

to the First Amendment to the Microcell Site Lease dated _____, 20__, by and between Lumbee Properties LLC, as Lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

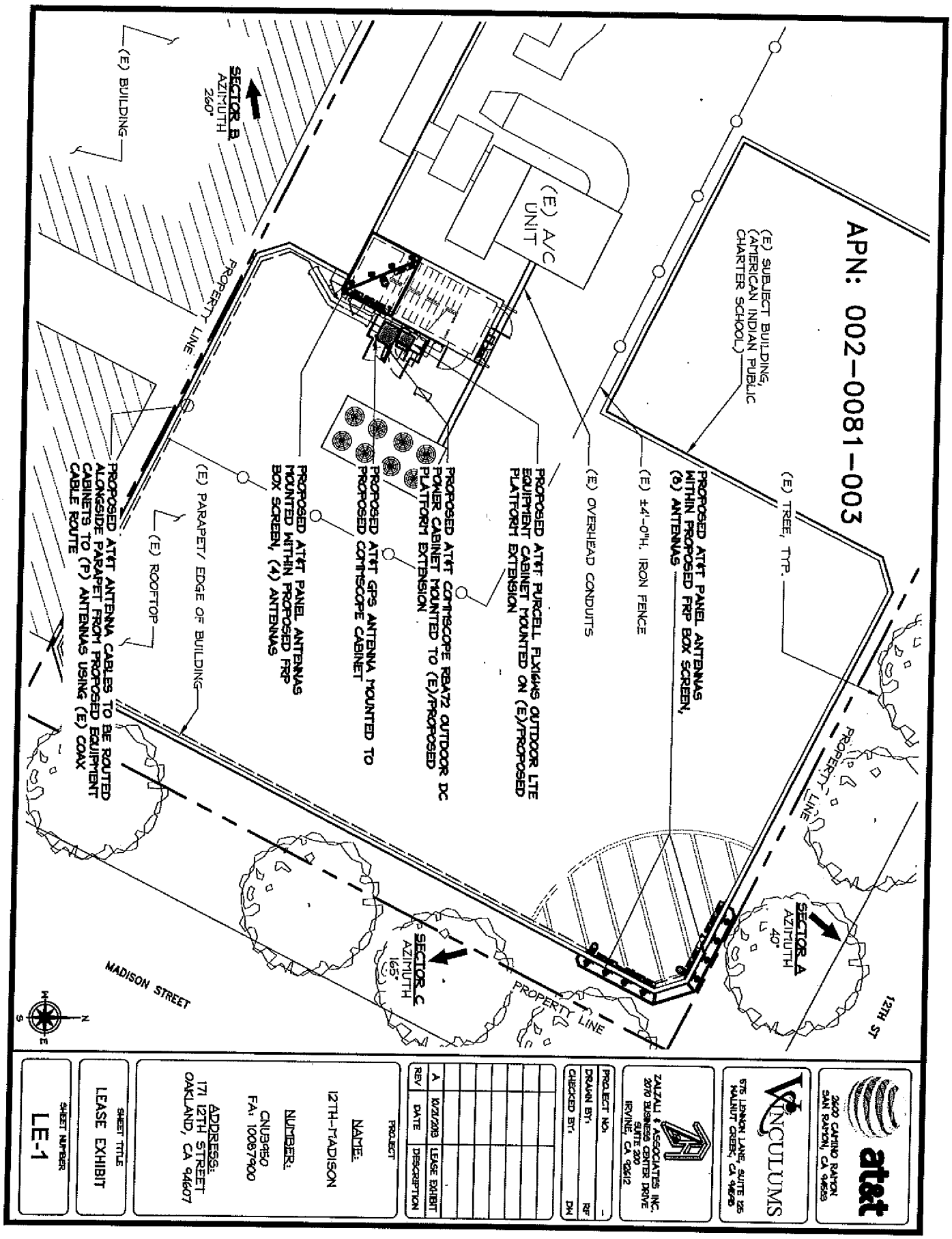
The Premises are described and/or depicted as follows:

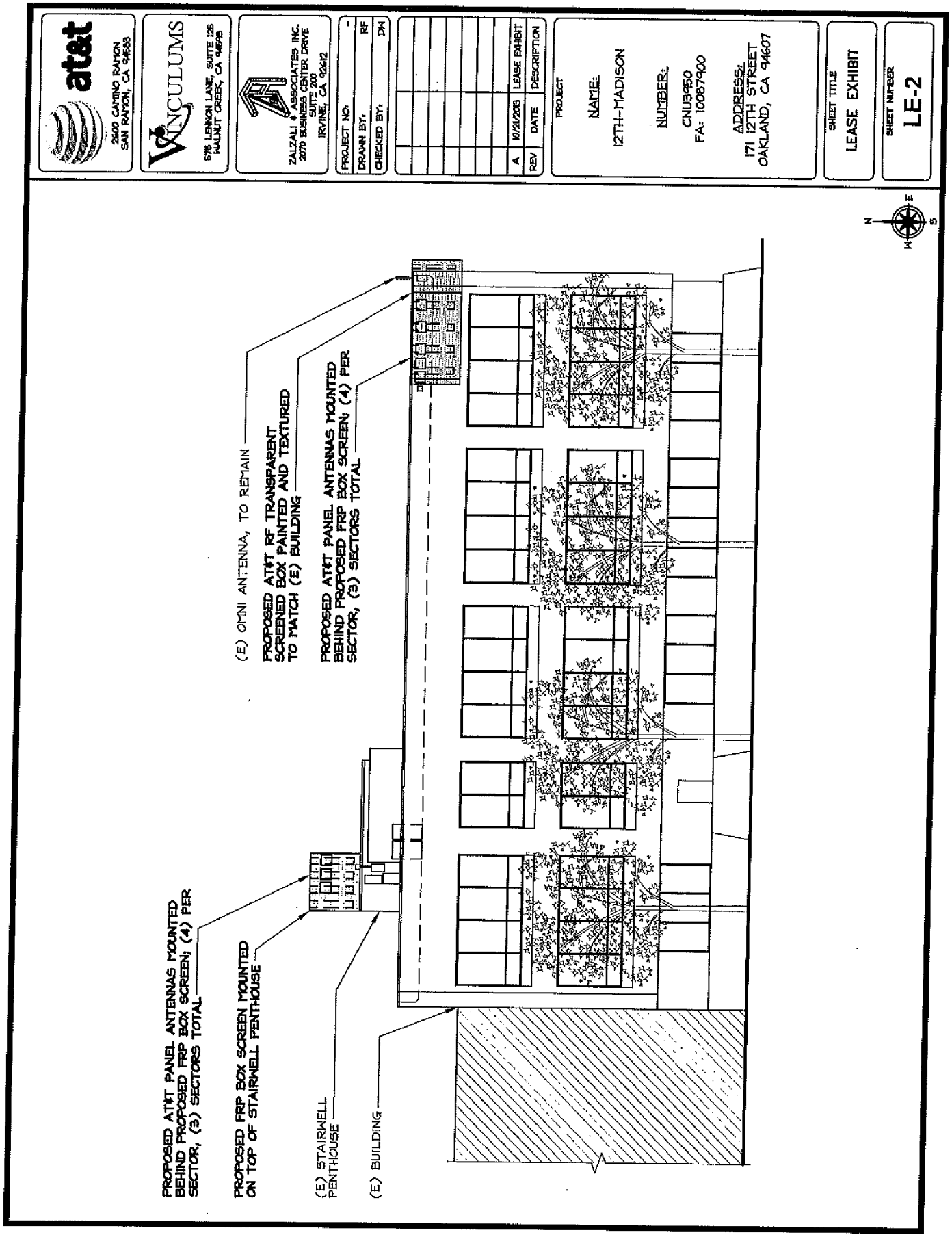
Premises Sketch or Survey:

[FOLLOWS ON NEXT PAGES]

Notes:

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


APN: 002-0081-003
(E) SUBJECT BUILDING, (AMERICAN INDIAN PUBLIC CHARTER SCHOOL)
(E) TREE, TYP.
(E) A/C UNIT
(E) ±4'-0"H. IRON FENCE
(E) OVERHEAD CONDUITS
PROPOSED AT&T PANEL ANTENNAS WITHIN PROPOSED FRP BOX SCREEN, (8) ANTENNAS
PROPOSED AT&T RUCELL FLXIGAS OUTDOOR LTE EQUIPMENT CABINET MOUNTED ON (E)/PROPOSED PLATFORM EXTENSION
PROPOSED AT&T COMMSCOPE RBA72 OUTDOOR DC POWER CABINET MOUNTED TO (E)/PROPOSED PLATFORM EXTENSION
PROPOSED AT&T GPS ANTENNA MOUNTED TO PROPOSED COMMSCOPE CABINET
PROPOSED AT&T PANEL ANTENNAS MOUNTED WITHIN PROPOSED FRP BOX SCREEN, (4) ANTENNAS
(E) PARAPET/ EDGE OF BUILDING
(E) ROOFTOP
PROPOSED AT&T ANTENNA CABLES TO BE ROUTED ALONGSIDE PARAPET FROM PROPOSED EQUIPMENT CABINETS TO (P) ANTENNAS USING (E) COAX CABLE ROUTE
(E) BUILDING
PROPERTY LINE
SECTOR B AZIMUTH 260°
SECTOR A AZIMUTH 40°
SECTOR C AZIMUTH 165°
MADISON STREET
12TH ST
PROPERTY LINE
PROPERTY LINE
W
N
S
E
at&t
2600 CAMINO RAMON SAN RAMON, CA 94583
VINCULUMS
575 LENNON LANE, SUITE 225 WALNUT CREEK, CA 94598
ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE SUITE 200 IRVINE, CA 92612
PROJECT NO:
DRAWN BY: RF
CHECKED BY: DM
REV | DATE | DESCRIPTION
A | 10/21/2019 | LEASE EXHIBIT
PROJECT
NAME: 12TH-MADISON
NUMBER: CNU3950 FA: 10087900
ADDRESS: 171 12TH STREET OAKLAND, CA 94607
SHEET TITLE
LEASE EXHIBIT
SHEET NUMBER
LE-1


at&t
2600 CAMINO RAMON
SAN RAMON, CA 94583
VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598
ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612
PROJECT NO: -
DRAWN BY: RF
CHECKED BY: DM
A 10/21/2015 LEASE EXHIBIT
REV DATE DESCRIPTION
PROJECT
NAME:
12TH-MADISON
NUMBER:
CNU3950
FA: 10087900
ADDRESS:
171 12TH STREET
OAKLAND, CA 94607
SHEET TITLE
LEASE EXHIBIT
SHEET NUMBER
LE-2
N
E
S
W
(E) OMNI ANTENNA, TO REMAIN
PROPOSED AT&T RF TRANSPARENT SCREENED BOX PAINTED AND TEXTURED TO MATCH (E) BUILDING
PROPOSED AT&T PANEL ANTENNAS MOUNTED BEHIND PROPOSED FRP BOX SCREEN; (4) PER SECTOR, (3) SECTORS TOTAL
PROPOSED AT&T PANEL ANTENNAS MOUNTED BEHIND PROPOSED FRP BOX SCREEN; (4) PER SECTOR, (3) SECTORS TOTAL
PROPOSED FRP BOX SCREEN MOUNTED ON TOP OF STAIRWELL PENTHOUSE
(E) STAIRWELL PENTHOUSE
(E) BUILDING

SITE NUMBER: CNU3950
SITE NAME: 12TH-MADISON

FA NUMBER: 10087900
PTN NUMBERS: 3701014569, 3701008124 & 3701658038
PROJECT: LTE 2C AND MOD PROJECT
SITE TYPE: ROOFTOP (OUTDOOR)
SITE ADDRESS: 171 12TH STREET
OAKLAND, CA 94607

SITE INFORMATION

PROPERTY OWNER:	BEN CHAVIS
ADDRESS:	693 HADDON RD OAKLAND, CA 94610 CONTACT: BEN CHAVIS PHONE: (520) 743-0771
APPLICANT: ADDRESS:	AT&T 4430 ROSEWOOD DRIVE, BLDG. 3 PLEASANTON, CA 94588
LATITUDE:	37° 48' 0.4" N (37.80011100)
LONGITUDE:	122° 15' 54.49" W (-122.26516600)
LAT/LONG TYPE:	NAD 83
GROUND ELEVATION:	±52.0' A.M.S.L.
APN #:	002-0051-023
ZONING JURISDICTION:	CITY OF OAKLAND
CURRENT ZONING:	CBD-X CENTRAL BUSINESS +DISTRICT MIXED COMMERCIAL ZONE
(P) USE:	UNMANNED TELECOMMUNICATIONS FACILITY
USID:	12922

PROJECT TEAM

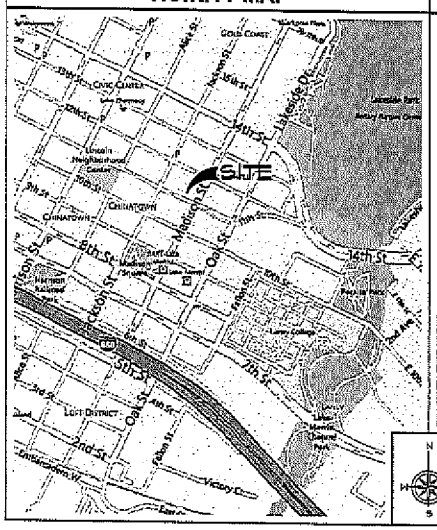
AGENT REPRESENTATIVE:
VINCULUMS SERVICES
575 LENNON LANE, STE. 125
WALNUT CREEK, CA 94598
CONTACT: DAN EVANS
PHONE: (916) 496-5705
EMAIL: devans@vinculums.com

ENGINEERING FIRM:
ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DR.
STE. 200
IRVINE, CA 92612
CONTACT: DEAN WALKER
PHONE: (714) 230-5714
www.zalzali.com

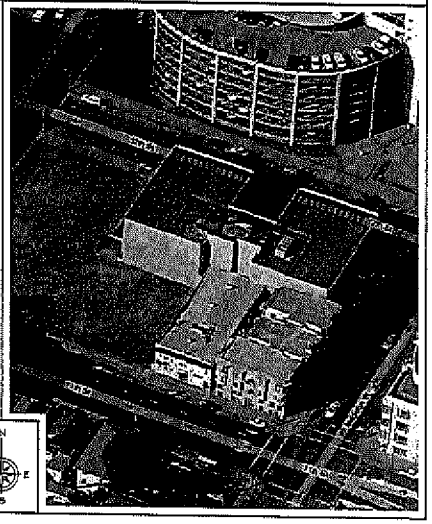
ZONING REPRESENTATIVE:
VINCULUMS SERVICES
4620 NORTHGATE BLVD, SUITE 120
SACRAMENTO, CA 95834
CONTACT: CINDY PENA
PHONE: (530) 908-5406
EMAIL: cpena@vinculums.com

LOCATION MAPS

VICINITY MAP



LOCAL MAP



PROJECT DESCRIPTION

AT&T WIRELESS PROPOSES TO MODIFY AN (E) WIRELESS INSTALLATION. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- REMOVE (E) ROOFTOP EQUIPMENT CABINETS
- REMOVE (1) AT&T ROOFTOP OMNI ANTENNA
- INSTALL (2) STACKED PURCELL RADIO CABINETS WITHIN ROOFTOP LEASE AREA
- INSTALL (2) COMMSCOPE RBA72 CABINETS WITHIN ROOFTOP LEASE AREA
- INSTALL (2) NEW FRP ANTENNA BOX SCREENS
- INSTALL (12) NEW AT&T PANEL ANTENNAS WITHIN NEW FRP BOX SCREENS
- INSTALL (6) LTE/UMTS RRUS-11s ADJACENT TO NEW PANEL ANTENNAS
- INSTALL (6) DC6 SURGE SUPPRESSORS MOUNTED NEAR PANEL ANTENNAS
- INSTALL (1) GPS ANTENNA MOUNTED TO EQUIPMENT CABINET
- INSTALL NEW CONDUITS FROM NEW EQUIPMENT CABINETS TO PANEL ANTENNAS ALONG EXISTING COAX CABLE ROUTE

DRAWING INDEX

SHEET NO:	SHEET TITLE
T-1	TITLE SHEET
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
GN-3	GENERAL SIGNAGE DETAILS
GN-4	BATTERY SPECIFICATIONS
A-1	SITE PLAN
A-2	PARTIAL ROOF PLAN
A-3	EQUIPMENT LAYOUT PLANS
A-4	ANTENNA LAYOUTS
A-5	ELEVATIONS
A-6	ELEVATIONS
D-1	DETAILS
D-2	DETAILS
D-3	DETAILS
S-1	SCREENING DETAILS
S-2	SCREENING DETAILS
G-1	GROUNDING SCHEMATIC & GROUNDING DETAILS
G-2	GROUNDING DETAILS

DRIVING DIRECTIONS

FROM SFO INTERNATIONAL AIRPORT:

START OUT GOING EAST TOWARD T-1 TURNAROUND. TURN SLIGHT LEFT. MERGE ONTO US-101 N TOWARD SAN FRANCISCO. KEEP RIGHT TO TAKE I-80 E TOWARD BAY BRIDGE/OAKLAND. MERGE ONTO I-880 E TOWARD CA-24/MATHARD-STOCKTON. MERGE ONTO I-880 N TOWARD DOWNTOWN OAKLAND. TAKE THE I-880 S EXIT. TAKE THE JACKSON ST EXIT. STAY STRAIGHT TO GO ONTO 5TH ST. TURN LEFT ONTO OAK ST.OAK ST IS JUST PAST MADISON ST TURN LEFT ONTO 12TH ST.12TH ST IS JUST PAST 11TH ST. 171 12TH ST IS ON THE LEFT.

171 12TH ST., OAKLAND, CA 94607-4900

DO NOT SCALE DRAWINGS

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

811 USA North
Know what's below. Call before you dig.
California and Nevada
Call Two Working Days Before You Dig!
811 / 800-227-2600

at&t
4430 ROSEWOOD DR. BLDG. #3
PLEASANTON, CA 94588

VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598

ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO:	-
DRAWN BY:	RF
CHECKED BY:	DW

REV	DATE	DESCRIPTION
B	11/1/2018	100% CD'S FOR REDLINE
A	10/25/2018	90% CD'S FOR REDLINE

NOT TO BE USED FOR CONSTRUCTION

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

CNU3950/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

Powered by BoardOnTrack

GENERAL CONSTRUCTION NOTES:

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LOCAL BUILDING CODE, THE LATEST EDITION AND ALL OTHER APPLICABLE CODES AND ORDINANCES.
2. CONTRACTOR SHALL CONSTRUCT SITE IN ACCORDANCE WITH THESE DRAWINGS AND CONSTRUCTION SPECIFICATIONS 80-TIPE-1 REV H. THE SPECIFICATION IS THE RULING DOCUMENT AND ANY DISCREPANCIES BETWEEN THE SPECIFICATION AND THESE DRAWINGS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION
3. CONTRACTOR SHALL VISIT THE JOB SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK. NO COMPENSATION WILL BE AWARDED BASED ON CLAIM OF LACK OF KNOWLEDGE OF FIELD CONDITIONS
4. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT AND APPURTENANCES, AND LABOR NECESSARY TO EFFECT ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS. OWNER PROVIDED MATERIALS WILL INCLUDE THE FOLLOWING, UNLESS NOTED OTHERWISE:
   A) TRANSMITTER
   B) RF FILTER
   C) MPTS RACK
   D) AUXILIARY EQUIPMENT IN MPTS RACK
   E) PUMP ASSEMBLY
   F) HEAT EXCHANGER
   G) HOSE AND HOSE MANIFOLDS (ANY COPPER OR STEEL SECTIONS PROVIDE BY CONTRACTOR)
   H) UHF ANTENNA AND MOUNTING BRACKETS, GPS ANTENNAS AND KU ANTENNAS
   I) UHF COAX AND HANGERS
   K) 480-208 & 208-480 ELECTRICAL TRANSFORMERS (RE: E-2 FOR SPECIALIZED TRANSFORMERS PROVIDED BY CONTRACTOR)
   L) AUTOMATIC TRANSFER SWITCH AND GENERATOR
   M) EQUIPMENT SHELTER (SHELTERS FURNISHED IN FACTORY W/ HVAC EQUIPMENT AND ELECTRICAL DISTRIBUTION PANEL)
   N) INTEGRATED LOAD CENTER
5. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS REQUIRED CLEARANCE. THE EFFORT SHALL BE MADE TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS AND/OR DESIGN INTENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE WORK.
6. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
7. CONTRACTOR SHALL RECEIVE CLARIFICATION IN WRITING, AND SHALL RECEIVE IN WRITING AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEMS NOT CLEARLY DEFINED OR IDENTIFIED IN THE CONTRACT DOCUMENTS.
8. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING THE BEST CONSTRUCTION SKILLS AND ATTENTION. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER CONTRACT, UNLESS OTHERWISE NOTED,
9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS.
10. CONTRACTOR SHALL COORDINATE HIS WORK WITH THE SUPERINTENDENT OF BUILDINGS & GROUNDS AND SCHEDULE HIS ACTIVITIES AND WORKING HOURS IN ACCORDANCE WITH THE REQUIREMENTS.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH THE WORK OF OTHERS AS IT MAY RELATE TO RADIO EQUIPMENT, ANTENNAS AND ANY OTHER PORTIONS OF THE WORK.
12. INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
13. MAKE NECESSARY PROVISIONS TO PROTECT EXISTING SURFACES, EQUIPMENT, IMPROVEMENTS, PIPING ETC. AND IMMEDIATELY REPAIR ANY DAMAGE THAT OCCURS DURING CONSTRUCTION.
14. IN DRILLING HOLES INTO CONCRETE WHETHER FOR FASTENING OR ANCHORING PURPOSES, OR PENETRATIONS THROUGH THE FLOOR FOR CONDUIT RUNS, PIPE RUNS, ETC., MUST BE CLEARLY UNDERSTOOD THAT REINFORCING STEEL SHALL NOT BE DRILLED INTO, CUT OR DAMAGED UNDER ANY CIRCUMSTANCES (UNLESS NOTED OTHERWISE). LOCATIONS OF REINFORCING STEEL ARE NOT DEFINITELY KNOWN AND THEREFORE MUST BE SEARCHED FOR BY APPROPRIATE METHODS AND EQUIPMENT.
15. REPAIR ALL EXISTING WALL SURFACES DAMAGED DURING CONSTRUCTION SUCH THAT THEY MATCH AND BLEND IN WITH ADJACENT SURFACES.
16. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED AND FIRE CODE APPROVED MATERIALS.
17. KEEP CONTRACT AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, AND RUBBISH. EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OF THE OWNER SHALL BE REMOVED. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ITEMS UNTIL COMPLETION OF CONSTRUCTION.
18. MINIMUM BEND RADIUS OF ANTENNA CABLES SHALL BE IN ACCORDANCE WITH CABLE MANUFACTURERS RECOMMENDATIONS.
19. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO APPLICABLE REGULATORY AUTHORITIES
20. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION SHALL BE IN CONFORMANCE WITH JURISDICTIONAL OR STATE AND LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL AND COORDINATED WITH LOCAL REGULATORY AUTHORITIES.
21. ALL CONSTRUCTION IS TO ADHERE TO AT&TS INTEGRATED CONSTRUCTION STANDARDS UNLESS CALIFORNIA CODE IS MORE STRINGENT.

ELECTRICAL NOTES:

1. ELECTRICAL CONTRACTOR SHALL SUPPLY AND INSTALL ANY/ALL ELECTRICAL WORK INDICATED. ANY/ALL CONSTRUCTION SHALL BE IN ACCORDANCE W/DRAWINGS AND ANY/ALL APPLICABLE SPECIFICATIONS. IF ANY PROBLEMS ARE ENCOUNTERED BY COMPLYING WITH THESE REQUIREMENTS, CONTRACTOR SHALL NOTIFY 'CONSTRUCTION MANAGER' AS SOON AS POSSIBLE, AFTER THE DISCOVERY OF THE PROBLEMS, AND SHALL NOT PROCEED WITH THAT PORTION OF WORK, UNTIL THE 'CONSTRUCTION MANAGER' HAS DIRECTED THE CORRECTIVE ACTIONS TO BE TAKEN.
2. ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE HIMSELF WITH ANY/ALL CONDITIONS AFFECTING ELECTRICAL AND COMMUNICATION INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF. ALL EXISTING CONDITIONS OF ELECTRICAL EQUIP., LIGHT FIXTURES, ETC., THAT ARE PART OF THE FINAL SYSTEM, SHALL BE VERIFIED BY THE CONTRACTOR, PRIOR TO THE SUBMITTING OF HIS BID. FAILURE TO COMPLY WITH THIS PARAGRAPH WILL IN NO WAY RELIEVE CONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC AND ALL CODES AND LOCAL ORDINANCES OF THE LOCAL POWER & TELEPHONE COMPANIES HAVING JURISDICTION AND SHALL INCLUDE BUT NOT BE LIMITED TO:
   C - NATIONAL FIRE CODES
   A. UL - UNDERWRITERS LABORATORIES
   B. NEC - NATIONAL ELECTRICAL CODE
   C. NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
   D. OSHA - OCCUPATIONAL SAFETY AND HEALTH ACT
   E. SBC - STANDARD BUILDING CODE
4. DO NOT SCALE ELECTRICAL DRAWINGS, REFER TO SITE PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF ALL EQUIPMENT, AND CONFIRM WITH 'CONSTRUCTION MANAGER' ANY SIZES AND LOCATIONS WHEN NEEDED.
5. EXISTING SERVICES: CONTRACTOR SHALL NOT INTERRUPT EXISTING SERVICES WITHOUT WRITTEN PERMISSION OF THE OWNER.
6. CONTRACTOR SHALL PAY FOR ANY/ALL PERMITS, FEES, INSPECTIONS AND TESTING. CONTRACTOR IS TO OBTAIN PERMITS AND APPROVED SUBMITTALS PRIOR TO THE WORK BEGINNING OR ORDERING EQUIPMENT.
7. THE TERM 'PROVIDE' USED IN CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, INDICATES THAT THE CONTRACTOR SHALL FURNISH AND INSTALL.
8. CONTRACTOR SHALL CONFIRM WITH LOCAL UTILITY COMPANY ANY/ALL REQUIREMENTS SUCH AS THEIR LUG SIZE RESTRICTIONS, CONDUIT ENTRY, SIZE OF TRANSFORMERS, SCHEDULED DOWNTIME FOR THE OWNERS' CONFIRMATION, ETC... ANY/ALL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER, PRIOR TO BEGINNING ANY WORK.
9. MINIMUM WIRE SIZE SHALL BE #12 AWG, NOT INCLUDING CONTROL WIRING, UNLESS NOTED OTHERWISE. ALL CONDUCTORS SHALL BE COPPER WITH THHN INSULATION.
10. OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS IN WET/DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS.
11. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF THE CONSTRUCTION. CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS FOR THE EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
12. ELECTRICAL SYSTEM SHALL BE AS COMPLETE, IT AND EFFECTIVELY GROUNDED, AS REQUIRED BY SPECIFICATIONS, SET FORTH BY AT&T.
13. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS, WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND SUBJECT TO REGULATORY INSPECTION AND APPROVAL BY CONSTRUCTION MANAGER.
14. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.
15. CONTRACTOR SHALL GUARANTEE ANY/ALL MATERIALS AND WORK FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE,
16. THE CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ANY ADDITIONAL CHARGE AND SHALL INCLUDE THE REPLACEMENT OR THE REPAIR OF ANY OTHER PHASE OF THE INSTALLATION, WHICH MAY HAVE BEEN DAMAGED THEREIN.
17. ADEQUATE AND REQUIRED LIABILITY INSURANCE SHALL BE PROVIDED FOR PROTECTION AGAINST PUBLIC LOSS AND ANY/ALL PROPERTY DAMAGE FOR THE DURATION OF WORK.
18. PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES AND DEVICES FOR ALL OUTLETS AS INDICATED.
19. DITCHING AND BACK FILL: CONTRACTOR SHALL PROVIDE FOR ALL UNDERGROUND INSTALLED CONDUIT AND/OR CABLES INCLUDING EXCAVATION AND BACKFILLING AND COMPACTION. REFER TO NOTES AND REQUIREMENTS 'EXCAVATION, AND BACKFILLING.
20. MATERIALS, PRODUCTS AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SHALL APPEAR ON THE LIST OF U.L. APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE NEC, NEMA AND IEEE.
21. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURES CATALOG INFORMATION OF ANY/ALL LIGHTING FIXTURES, SWITCHES AND ALL OTHER ELECTRICAL ITEMS FOR APPROVAL BY THE CONSTRUCTION MANAGER PRIOR TO INSTALLATION.
22. ANY CUTTING OR PATCHING DEEMED NECESSARY FOR ELECTRICAL WORK IS THE ELECTRICAL CONTRACTORS RESPONSIBILITY AND SHALL BE INCLUDED IN THE COST FOR WORK AND PERFORMED TO THE SATISFACTION OF THE 'CONSTRUCTION MANAGER' UPON FINAL ACCEPTANCE.
23. THE ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS WITH ONLY TYPEWRITTEN DIRECTORIES. ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
24. DISCONNECT SWITCHES SHALL BE H.P. RATED HEAVY-DUTY, QUICK-MAKE AND QUICK-BREAK ENCLOSURES, AS REQUIRED BY EXPOSURE TYPE.
25. ALL CONNECTIONS SHALL BE MADE WITH A PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND SUCH AS 'NO-OXIDE A' BY DEARBORNE CHEMICAL CO. COAT ALL WIRE SURFACES BEFORE CONNECTING. EXPOSED COPPER SURFACES, INCLUDING GROUND BARS, SHALL BE TREATED - NO SUBSTITUTIONS.
26. RACEWAYS: CONDUIT SHALL BE SCHEDULE 40 PVC MEETING OR EXCEEDING NEMA TC2 - 1990. CONTRACTOR SHALL PLUG AND CAP EACH END OF SPARE AND EMPTY CONDUITS AND PROVIDE TWO SEPARATE PULL STRINGS - 200 LBS TEST POLYETHYLENE CORD. ALL CONDUIT BENDS SHALL BE A MINIMUM OF 2 FT. RADIUS. RGS CONDUITS WHEN SPECIFIED, SHALL MEET UL-6 FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH THREADED RIGID CONDUIT. COAT ALL THREADS WITH 'BRITE ZINC' OR 'GOLD GALV'.
27. SUPPORT OF ALL ELECTRICAL WORK SHALL BE AS REQUIRED BY NEC.
28. CONDUCTORS: CONTRACTOR SHALL USE 98% CONDUCTIVITY COPPER WITH TYPE THHN INSULATION, 600 VOLT, COLOR CODED. USE SOLID CONDUCTORS FOR WIRE UP TO AND INCLUDING NO. 6 AWG. USE STRANDED CONDUCTORS FOR WIRE ABOVE NO. 6 AWG.
29. CONNECTORS FOR POWER CONDUCTORS: CONTRACTOR SHALL USE PRESSURE TYPE INSULATED TWIST-ON CONNECTORS FOR NO. 10 AWG AND SMALLER. USE SOLDERLESS MECHANICAL TERMINAL LUGS FOR NO. 8 AWG AND LARGER.
30. SERVICE: 240/120V, SINGLE PHASE, 3 WIRE CONNECTION AVAILABLE FROM UTILITY COMPANY. OWNER OR OWNERS AGENT WILL APPLY FOR POWER.
31. TELEPHONE SERVICE: CONTRACTOR SHALL PROVIDE EMPTY CONDUITS WITH PULL STRINGS AS INDICATED ON DRAWINGS.
32. ELECTRICAL AND TELCO RACEWAYS TO BE BURIED A MINIMUM OF 2' DEPTH.
33. CONTRACTOR SHALL PLACE TWO LENGTHS OF WARNING TAPE AT A DEPTH OF 12" BELOW GROUND AND DIRECTLY ABOVE ELECTRICAL AND TELCO SERVICE CONDUITS. CAUTIONS TAPE TO READ 'CAUTION BURIED ELECTRIC' OR 'BURIED TELECOM'.
34. ALL BOLTS SHALL BE STAINLESS STEEL.

GROUNDING NOTES:

1. COMPRESSION CONNECTIONS (2), 2 AWG BARE TINNED SOLID COPPER CONDUCTORS TO GROUNDING BAR, ROUTE CONDUCTORS TO BURIED GROUNDING RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
2. EC SHALL USE PERMANENT MARKER TO DRAW THE LINES BETWEEN EACH SECTION AND LABEL EACH SECTION ("P", "A", "N", "F") WITH 1" HIGH LETTERS.
3. ALL HARDWARE (I-D STAINLESS STEEL, INCLUDING LOCK WASHERS. COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING. ALL HARDWARE SHALL BE STAINLESS STEEL 5/8 INCH DIAMETER OR LARGER.
4. FOR GROUND BOND TO STEEL ONLY: INSERT A CADMIUM PLAT WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING,
5. NUT & WASHER SHALL BE PLACED ON THE FRONT SIDE OF THE GROUNDING BAR AND BOLTED ON THE BACK SIDE.
6. NUMBER OF GROUNDING BARS MAY VARY DEPENDING ON THE TYPE OF TOWER, ANTENNA LOCATION, AND CONNECTION ORIENTATION. PROVIDE AS REQUIRED.
7. WHEN THE SCOPE OF WORK REQUIRES THE ADDITION OF A GROUNDING BAR TO AN EXISTING TOWER, THE SUBCONTRACTOR SHALL OBTAIN APPROVAL FROM THE TOWER OWNER PRIOR TO MOUNTING THE GROUNDING BAR TO THE TOWER.
8. ALL ELECTRICAL AND GROUNDING AT THE CELL SITE SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 780 (LATEST EDITION), AND MANUFACTURER.

FOUNDATION, EXCAVATION & BACKFILL NOTES:

1. ALL FINAL GRADED SLOPES SHALL BE A MAXIMUM OF 3 HORIZONTAL TO 1 VERTICAL.
2. ALL EXCAVATIONS PREPARED FOR PLACEMENT OF CONCRETE SHALL BE OF UNDISTURBED SOILS, SUBSTANTIALLY HORIZONTAL AND FREE FROM ANY LOOSE, UNSUITABLE MATERIAL OR FROZEN SOILS, AND WITHOUT THE PRESENCE OF POUNDING WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED WHEN REQUIRED. COMPACTION OF SOILS UNDER CONCRETE PAD FOUNDATIONS SHALL NOT BE LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR THE SOIL IN ACCORDANCE WITH ASTM D1557.
3. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC OR UNSUITABLE MATERIAL. IF INADEQUATE BEARING CAPACITY IS REACHED AT THE DESIGNED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION SHALL BE FILLED WITH CONCRETE OF THE SAME TYPE SPECIFIED FOR THE FOUNDATIONS. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. ANY STONE SUB BASE MATERIAL, IF USED, SHALL NOT SUBSTITUTE FOR REQUIRED THICKNESS OF CONCRETE.
4. ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH PRIOR TO BACK FILLING. BACK FILL SHALL CONSIST OF APPROVED MATERIALS SUCH AS EARTH, LOAM, SANDY CLAY, SAND AND GRAVEL, OR SOFT SHALE, FREE FROM CLODS OR LARGE STONES OVER 2 1/2" MAX DIMENSIONS. ALL BACK FILL SHALL BE PLACED IN COMPACTED LAYERS.
5. ALL FILL MATERIALS AND FOUNDATION BACK FILL SHALL BE PLACED IN MAXIMUM 8"INCH LIFTS BEFORE COMPACTION, EACH LIFT SHALL BE WETTED IF REQUIRED AND COMPACTED TO NOT LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR SOIL IN ACCORDANCE WITH ASTM D1557.
6. NEWLY PLACED CONCRETE FOUNDATIONS SHALL CURE A MINIMUM OF 72 HRS PRIOR TO BACK FILLING.
7. FINISHED GRADING SHALL BE SLOPED TO PROVIDE POSITIVE DRAINAGE AND PREVENT STANDING WATER. THE FINAL (FINISH) ELEVATION OF SLAB FOUNDATIONS SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE CENTER. FINISH GRADE OF CONCRETE PADS SHALL BE A MAXIMUM OF 4 INCHES ABOVE FINAL FINISH GRADE ELEVATIONS. PROVIDE SURFACE FILL GRAVEL TO ESTABLISH SPECIFIED ELEVATIONS WHERE REQUIRED.
8. NEWLY GRADED SURFACE AREAS TO RECEIVE GRAVEL SHALL BE COVERED WITH GEOTEXTILE FABRIC TYPE: TYPAR-3401 AS MANUFACTURED BY 'CONSTRUCTION MATERIAL 1-800-234-8648' OR AN APPROVED EQUIVALENT, SHOWN ON PLANS. THE GEOTEXTILE FABRIC SHALL BE BLACK IN COLOR TO CONTROL THE RECURRENCE OF VEGETATIVE GROWTH AND EXTEND TO WITHIN 1 FOOT OUTSIDE THE SITE FENCING OR ELECTRICAL GROUNDING SYSTEM PERIMETER WHICH EVER IS GREATER. ALL FABRIC SHALL BE COVERED WITH A MINIMUM OF 4" DEEP COMPACTED STONE OR GRAVEL AS SPECIFIED, I.E. FDOT TYPE NO. 57 NOR RINGED COMPOUND) FDOT TYPE NO. 67 FOR ACCESS DRIVE AREA.
9. IN ALL AREAS TO RECEIVE FILL, REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE. PLOW STRIP OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SUCH THAT FILL MATERIAL WILL BIND WITH EXISTING/PREPARED SOIL SURFACE.
10. WHEN SUB GRADE OR PREPARED GROUND SURFACE HAS A DENSITY LESS THAN THAT REQUIRED FOR THE FILL MATERIAL, SCARIFY THE GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-CONDITION AND/OR AERATE THE SOILS AND RECOMPACT TO THE REQUIRED DENSITY PRIOR TO PLACEMENT OF FILLS.
11. IN AREAS WHICH EXISTING GRAVEL SURFACING IS REMOVED OR DISTURBED DURING CONSTRUCTION OPERATIONS, REPLACE GRAVEL SURFACING TO MATCH ADJACENT GRAVEL SURFACING AND RESTORED TO THE SAME THICKNESS AND COMPACTION AS SPECIFIED. ALL RESTORED GRAVEL SURFACING SHALL BE FREE FROM CORRUGATIONS AND WAVES.
12. EXISTING GRAVEL SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED WITH THE CONDITION THAT ANY UNFAVORABLE AMOUNTS OF ORGANIC MATTER, OR OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ANY ADDITIONAL GRAVEL RESURFACING MATERIAL AS NEEDED TO PROVIDE A FULL DEPTH COMPACTED SURFACE THROUGHOUT SITE.
13. GRAVEL SUB SURFACE SHALL BE PREPARED TO REQUIRED COMPACTION AND SUB GRADE ELEVATIONS BEFORE GRAVEL SURFACING IS PLACED AND/OR RESTORED. ANY LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED AND ANY DEPRESSIONS IN THE SUB GRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. GRAVEL SURFACING MATERIAL SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUB GRADE.
14. PROTECT EXISTING GRAVEL SURFACING AND SUB GRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING, MATTS OR OTHER SUITABLE PROTECTION DESIGNED TO SPREAD EQUIPMENT LOADS AS MAY BE NECESSARY. REPAIR ANY DAMAGE TO EXISTING GRAVEL SURFACING OR SUB GRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTORS OPERATIONS,
15. DAMAGE TO EXISTING STRUCTURES AND/OR UTILITIES RESULTING FROM CONTRACTORS NEGLIGENCE SHALL BE REPAIRED AND/ OR REPLACED TO THE OWNERS SATISFACTION AT NO ADDITIONAL COST TO THE CONTRACT.
16. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES AT NO ADDITIONAL COST TO THE CONTRACT.

at&t
4430 ROSEWOOD DR. BLDG. #3
PLEASANTON, CA 94588

VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598

ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO:	-
DRAWN BY:	RF
CHECKED BY:	DW

REV	DATE	DESCRIPTION
B	11/1/2019	90% CD'S FOR REDLINE
A	10/24/2019	90% CD'S FOR REDLINE

NOT TO BE USED FOR CONSTRUCTION

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

CNU3950/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-1

SITE WORK & DRAINAGE

PART 1 - GENERAL

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

1.1 REFERENCES:
A. DOT (STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION-CURRENT EDITION).
B. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS).
C. OSHA (OCCUPATION SAFETY AND HEALTH ADMINISTRATION).

1.2 INSPECTION AND TESTING:
A. FIELD TESTING OF EARTHWORK COMPACTION AND CONCRETE CYLINDERS SHALL BE PERFORMED BY SUBCONTRACTORS INDEPENDENT TESTING LAB. THIS WORK TO BE COORDINATED BY THE SUBCONTRACTOR.
B. ALL WORK SHALL BE INSPECTED AND RELEASED BY THE GENERAL CONTRACTOR WHO SHALL CARRY OUT THE GENERAL INSPECTION OF THE WORK WITH SPECIFIC CONCERN TO PROPER PERFORMANCE OF THE WORK AS SPECIFIED AND/OR CALLED FOR ON THE DRAWINGS. IT IS THE SUBCONTRACTOR'S RESPONSIBILITY TO REQUEST TIMELY INSPECTIONS PRIOR TO PROCEEDING WITH FURTHER WORK THAT WOULD MAKE PARTS OF WORK INACCESSIBLE OR DIFFICULT TO INSPECT.

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

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

PART 2 - PRODUCTS

2.1 SUITABLE BACKFILL: ASTM D2321 (CLASS I, II, III OR IVA) FREE FROM FROZEN LUMPS, REFUSE, STONES OR ROCKS LARGER THAN 3 INCHES IN ANY DIMENSION OR OTHER MATERIAL THAT MAY MAKE THE INORGANIC MATERIAL UNSUITABLE FOR BACKFILL.
2.2 NON-POROUS GRANULAR EMBANKMENT AND BACKFILL: ASTM D2321 (CLASS III, IVA OR IVB) COARSE AGGREGATE FREE FROM FROZEN LUMPS, REFUSE, STONES OR ROCKS LARGER THAN 3 INCHES IN ANY DIMENSION OR OTHER MATERIAL THAT MAY MAKE THE INORGANIC MATERIAL UNSUITABLE FOR BACKFILL.
2.3 POROUS GRANULAR EMBANKMENT AND BACKFILL: ASTM D2321 (CLASS IA, IB OR II) COARSE AGGREGATE FREE FROM FROZEN LUMPS, REFUSE, STONES OR ROCKS LARGER THAN 3 INCHES IN ANY DIMENSION OR OTHER MATERIAL THAT MAY MAKE THE INORGANIC MATERIAL UNSUITABLE FOR BACKFILL.
2.4 SELECT STRUCTURAL FILL: GRANULAR FILL MATERIAL MEETING THE REQUIREMENTS OF ASTM D350-98. FOR USE AROUND AND UNDER STRUCTURES WHERE STRUCTURAL FILL MATERIAL ARE REQUIRED.
2.5 GRANULAR BEDDING AND TRENCH BACKFILL: WELL-GRADED SAND MEETING THE GRADATION REQUIREMENTS OF ASTM D2487 (SE OR SW-SM).
2.6 COARSE AGGREGATE FOR ACCESS ROAD SUBBASE COURSE SHALL CONFORM TO ASTM D2940.
2.7 UNSUITABLE MATERIAL: HIGH AND MODERATELY PLASTIC SILTS AND CLAYS (LL>45). MATERIAL CONTAINING REFUSE, FROZEN LUMPS, DETRIMENTAL BITUMINOUS MATERIAL, VEGETATIVE MATTER, WOOD, STONES IN EXCESS OF 3 INCHES IN ANY DIMENSION, AND DEBRIS AS DETERMINED BY THE CONSTRUCTION MANAGER. TYPICAL THESE WILL BE SOILS CLASSIFIED BY ASTM AS PT, MH, CH, OH, PH, AND OL.
2.8 GEOTEXTILE FABRIC: MIRAFI 500X OR APPROVED EQUAL
2.9 PLASTIC MARKING TAPE: SHALL BE ACID AND ALKALI RESISTANT POLYETHYLENE FILM SPECIFICALLY MANUFACTURED FOR MARKING AND LOCATING UNDERGROUND UTILITIES, 6 INCHES WIDE WITH A MINIMUM THICKNESS OF 0.004 INCH. TAPE SHALL HAVE MINIMUM STRENGTH OF 1500 PSI IN BOTH DIRECTIONS AND MANUFACTURED WITH INTEGRAL CONDUCTORS, FOIL BACKING OR OTHER MEANS TO ENABLE DETECTION BY A METAL DETECTOR WHEN BURIED UP TO 3 FEET DEEP. THE METALLIC CORE OF THE TAPE SHALL BE ENCASED IN A PROTECTIVE JACKET OR PROVIDED WITH OTHER MEANS TO PROTECT IT FROM CORROSION. TAPE COLOR SHALL BE RED FOR ELECTRIC UTILITIES AND ORANGE FOR TELECOMMUNICATION UTILITIES.

PART 2 - EXECUTION

3.1 GENERAL:

A. BEFORE STARTING GENERAL SITE PREPARATION ACTIVITIES, INSTALL EROSION AND SEDIMENT CONTROL MEASURES. THE WORK AREA SHALL BE CONSTRUCTED AND MAINTAINED IN SUCH CONDITION THAT IN THE EVENT OF RAIN THE SITE WILL BE DRAINED AT ANY TIME.
B. BEFORE ALL SURVEY, LAYOUT, STAKING, AND MARKING, ESTABLISH AND MAINTAIN ALL LINES, GRADES, ELEVATIONS AND BENCHMARKS NEEDED FOR EXECUTION OF THE WORK.
C. CLEAR AND GRUB THE AREA WITHIN THE LIMITS OF THE SITE. REMOVE TREES, BRUSH, STUMPS,RUBBISH AND OTHER DEBRIS AND VEGETATION RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE SITE AREA TO BE CLEARED.

1. REMOVE THE FOLLOWING MATERIALS TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE ORIGINAL GROUND SURFACE: ROOTS, STUMPS, AND OTHER DEBRIS, BRUSH, AND REFUSE EMBEDDED IN OR PROTRUDING THROUGH THE GROUND SURFACE. RAKE, DISK OR PLOW THE AREA TO A DEPTH OF NO LESS THAN 6 INCHES, AND REMOVE TO A DEPTH OF 12 INCHES ALL ROOTS AND OTHER DEBRIS THEREBY EXPOSED.
2. REMOVE TOPSOIL MATERIAL COMPLETELY FROM THE SURFACE UNTIL THE SOIL NO LONGER MEETS THE DEFINITION OF TOPSOIL. AVOID MIXING TOPSOIL WITH SUBSOIL OR OTHER UNDESIRABLE MATERIALS.
3. EXCEPT WHERE EXCAVATION TO GREATER DEPTH IS INDICATED, FILL DEPRESSIONS RESULTING FROM CLEARING, GRUBBING AND DEMOLITION WORK COMPLETELY WITH SUITABLE FILL.

D. REMOVE FROM THE SITE AND DISPOSE IN AN AUTHORIZED LANDFILL ALL DEBRIS RESULTING FROM CLEARING AND GRUBBING OPERATIONS. BURNING WILL NOT BE PERMITTED.
E. PRIOR TO EXCAVATING, THOROUGHLY EXAMINE THE AREA TO BE EXCAVATED AND/OR TRENCHED TO VERIFY THE LOCATIONS OF FEATURES INDICATED ON THE DRAWINGS AND TO ASCERTAIN THE EXISTENCE AND LOCATION OF ANY STRUCTURE, UNDERGROUND STRUCTURE, OR OTHER ITEM NOT SHOWN THAT MIGHT INTERFERE WITH THE PROPOSED CONSTRUCTION. NOTIFY THE CONSTRUCTION MANAGER OF ANY OBSTRUCTIONS THAT WILL PREVENT ACCOMPLISHMENT OF THE WORK AS INDICATED ON THE DRAWINGS.
F. SEPARATE AND STOCK PILE ALL EXCAVATED MATERIALS SUITABLE FOR BACKFILL. ALL EXCESS EXCAVATED AND UNSUITABLE MATERIALS SHALL BE DISPOSED OF OFF-SITE IN A LEGAL MANNER.

3.2 BACKFILL:
A. AS SOON AS PRACTICAL, AFTER COMPLETING CONSTRUCTION OF THE RELATED STRUCTURE, INCLUDING EXPIRATION OF THE SPECIFIED MINIMUM CURING PERIOD FOR CAST-IN-PLACE CONCRETE, BACKFILL THE EXCAVATION WITH APPROVED MATERIAL TO RESTORE THE REQUIRED FINISHED GRADE.

1. PRIOR TO PLACING BACKFILL AROUND STRUCTURES, ALL FORMS SHALL BE REMOVED AND THE EXCAVATION CLEANED OF ALL TRASH, DEBRIS, AND UNSUITABLE MATERIALS.
2. BACKFILL BY PLACING AND COMPACTING SUITABLE BACKFILL MATERIAL OR SELECT GRANULAR BACKFILL MATERIAL WHEN REQUIRED IN UNIFORM HORIZONTAL LAYERS OF NO GREATER THAN 8-INCHES LOOSE THICKNESS AND COMPACTED. WHERE HAND OPERATED COMPACTORS ARE USED, THE FILL MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 4 INCHES IN LOOSE DEPTH AND COMPACTED.
3. WHENEVER THE DENSITY TESTING INDICATES THAT THE CONTRACTOR HAS NOT OBTAINED THE SPECIFIED DENSITY, THE SUCCEEDING LAYER SHALL NOT BE PLACED UNTIL THE SPECIFICATION REQUIREMENTS ARE MET UNLESS OTHERWISE AUTHORIZED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL TAKE WHATEVER APPROPRIATE ACTION IS NECESSARY, SUCH AS DISKING AND DRYING, ADDING WATER, OR INCREASING THE COMPACTIVE EFFORT TO MEET THE MINIMUM COMPACTION REQUIREMENTS.

B. THOROUGHLY COMPACT EACH LAYER OF BACKFILL TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR TEST, ASTM D 698.

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

3.4 TRENCH BACKFILL:
A. PROVIDE GRANULAR BEDDING MATERIAL IN ACCORDANCE WITH THE DRAWINGS AND THE UTILITY REQUIREMENTS.
B. NOTIFY THE GENERAL CONTRACTOR 24 HOURS IN ADVANCE OF BACKFILLING.
C. CONDUCT UTILITY CHECK TESTS BEFORE BACKFILLING. BACKFILL AND COMPACT TRENCH BEFORE ACCEPTANCE TESTING.
D. PLACE GRANULAR TRENCH BACKFILL UNIFORMLY ON BOTH SIDES OF THE CONDUITS IN 8-INCH UNCOMPACTED LIFTS UNTIL 12 INCHES OVER THE CONDUITS. SOLIDLY RAM AND TAMP BACKFILL INTO SPACE AROUND CONDUITS.
E. PROTECT CONDUITS FROM LATERAL MOVEMENT, IMPACT DAMAGE, OR UNBALANCED LOADING.
F. ABOVE THE CONDUIT EMBEDMENT ZONE, PLACE AND COMPACT SATISFACTORY BACKFILL MATERIAL IN 8-INCH MAXIMUM LOOSE THICKNESS LIFTS TO RESTORE THE REQUIRED FINISHED SURFACE GRADE.
G. COMPACT FINAL TRENCH BACKFILL TO A DENSITY EQUAL TO OR GREATER THAN THAT OF THE EXISTING UNDISTURBED MATERIAL IMMEDIATELY ADJACENT TO THE TRENCH BUT NO LESS THAN A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR TEST, ASTM D 698.

3.5 AGGREGATE ACCESS ROAD:
A. CLEAR, GRUB, STRIP AND EXCAVATE FOR THE ACCESS ROAD TO THE LINES AND GRADES INDICATED ON THE DRAWINGS. SCARIFY TO A DEPTH OF 6 INCHES AND PROOF-ROLL. ALL HOLES, RUTS, SOFT PLACES AND OTHER DEFECTS SHALL BE CORRECTED.
B. THE ENTIRE SUBGRADE SHALL BE COMPACTED TO NOT LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR TEST, ASTM D 1557.
C. AFTER PREPARATION OF THE SUBGRADE IS COMPLETE THE GEOTEXTILE FABRIC (MIRAFI 500X) SHALL BE INSTALLED TO THE LIMITS INDICATED ON THE DRAWINGS BY ROLLING THE FABRIC OUT LONGITUDINALLY ALONG THE ROADWAY. THE FABRIC SHALL NOT BE DRAGGED ACROSS THE SUBGRADE. PLACE THE ENTIRE ROLL IN A SINGLE OPERATION, ROLLING OUT AS SMOOTHLY AS POSSIBLE.

I. OVERLAPS PARALLEL TO THE ROADWAY HILL BE PERMITTED AT THE CENTERLINE AND AT LOCATIONS BEYOND THE ROADWAY SURFACE WIDTH (I.E. WITHIN THE SHOULDER WIDTH) ONLY. NO LONGITUDINAL OVERLAPS SHALL BE LOCATED BETWEEN THE CENTERLINE AND THE SHOULDER. PARALLEL OVERLAPS SHALL BE A MINIMUM OF 3 FEET WIDE.
2. TRANSVERSE (PERPENDICULAR TO THE ROADWAY) OVERLAPS AT THE END OF A ROLL SHALL OVERLAP IN THE DIRECTION OF THE AGGREGATE PLACEMENT (PREVIOUS ROLL ON TOP) AND SHALL HAVE A MINIMUM LENGTH OF 3 FEET.
3. ALL OVERLAPS SHALL BE PINNED WITH STAPLES OR NAILS A MINIMUM OF 10 INCHES LONG TO INSURE POSITIONING DURING PLACEMENT OF AGGREGATE. PIN LONGITUDINAL SEAMS AT 25 FOOT CENTERS AND TRANSVERSE SEAMS EVERY 5 FEET.

D. THE AGGREGATE BASE AND SURFACE COURSES SHALL BE CONSTRUCTED IN LAYERS NOT MORE THAN 6 INCH (COMPACTED) THICKNESS. AGGREGATE TO BE PLACED ON GEOTEXTILE FABRIC SHALL BE END-DUMPED ON THE FABRIC FROM THE FREE END OF THE FABRIC OR OVER PREVIOUSLY PLACED AGGREGATE. THE FIRST LIFT SHALL BE BLADED DOWN TO A THICKNESS OF 6 INCHES PRIOR TO COMPACTION, AT NO TIME SHALL EQUIPMENT, EITHER TRANSPORTING THE AGGREGATE OR GRADING THE AGGREGATE, BE PERMITTED ON THE ROADWAY WITH LESS THAN 4 INCHES OF MATERIAL COVERING THE FABRIC.

E. THE AGGREGATE SHALL BE IMMEDIATELY COMPACTED TO NOT LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE PROCTOR TEST, ASTM D 1557 WITH A TAMPING ROLLER, OR WITH A PNEUMATIC-TIRED ROLLER, OR WITH A VIBRATORY MACHINE OR ANY COMBINATION OF THE ABOVE. THE TOP LAYER SHALL BE GIVEN A FINAL ROLLING WITH A THREE-WHEEL OR TANDEM ROLLER.

3.6 FINISH GRADING:
A. PERFORM ALL GRADING TO PROVIDE POSITIVE DRAINAGE AWAY FROM STRUCTURES AND SMOOTH, EVEN SURFACE DRAINAGE OF THE ENTIRE AREA WITHIN THE LIMITS OF CONSTRUCTION. GRADING SHALL BE COMPATIBLE WITH ALL SURROUNDING TOPOGRAPHY AND STRUCTURES.
B. UTILIZE SATISFACTORY FILL MATERIAL RESULTING FROM THE EXCAVATION WORK IN THE CONSTRUCTION OF FILLS, EMBANKMENTS AND FOR REPLACEMENT OF REMOVED UNSUITABLE MATERIALS.
C. RESTORE FINISHED GRADE BY PLACING A MINIMUM OF 4 INCHES OF 1/2" - 3/4" CRUSHED STONE ON TOP SOIL STABILIZER FABRIC.
D. REPAIR ALL ACCESS ROADS AND SURROUNDING AREAS USED DURING THE COURSE OF THIS WORK TO THEIR ORIGINAL CONDITION.

3.7 ASPHALT PAVING ROAD:
A. DIVISION 600 - KDOT FLEXIBLE PAVEMENT. (UPDATE PER LOCAL DOT)
B. SECTION 403 - MODOT ASPHALT CONCRETE PAVEMENT.

ENVIRONMENTAL NOTES

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

CONCRETE MASONRY NOTES

1. CONCRETE MASONRY UNITS SHALL BE MEDIUM WEIGHT UNITS CONFORMING TO ASTM C90, GRADE N-I, (f'm=1,500 PSI), MEDIUM WEIGHT (115 PCF).
2. MORTAR SHALL BE TYPE 'S' (MINIMUM 1,500 PSI AT 28 DAYS).
3. GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2,000 PSI AT 28 DAYS.
4. ALL CELLS CONTAINING REINFORCING STEEL OR EMBEDDED ITEMS AND ALL CELLS IN RETAINING WALLS AND WALLS BELOW GRADE SHALL BE SOLID GROUTED.
5. ALL HORIZONTAL REINFORCEMENT SHALL BE PLACED IN BOND BEAM OR LINTEL BEAM UNITS.
6. WHEN GROUTING IS STOPPED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION JOINTS SHALL BE FORMED BY STOPPING THE GROUT POUR 1-1/2" BELOW TOP OF THE UPPERMOST UNIT.
7. ALL BOND BEAM BLOCK SHALL BE 'DEEP CUT' UNITS.
8. PROVIDE INSPECTION AND CLEAN-OUT HOLES AT BASE OF VERTICAL CELLS HAVING GROUT LIFTS IN EXCESS OF 4'-0" OF HEIGHT.
9. ALL GROUT SHALL BE CONSOLIDATED WITH A MECHANICAL VIBRATOR.
10. CEMENT SHALL BE AS SPECIFIED FOR CONCRETE.
11. REINFORCING BARS - SEE NOTES UNDER "REINFORCING STEEL" FOR REQUIREMENTS.
12. PROVIDE ONE BAR DIAMETER (A MINIMUM OF 1/2") GROUT BETWEEN MAIN REINFORCING AND MASONRY UNITS.
13. LOW LIFT CONSTRUCTION, MAXIMUM GROUT POUR HEIGHT IS 4 FEET.
14. HIGH LIFT GROUTED CONSTRUCTION MAY BE USED IN CONFORMANCE WITH PROJECT SPECIFICATIONS AND SECTION 2104A.3.1 OF CURRENT BUILDING CODE.
15. ALL CELLS IN CONCRETE BLOCKS SHALL BE FILLED SOLID WITH GROUT, EXCEPT AS NOTED IN THE DRAWINGS OR SPECIFICATIONS.
16. CELLS SHALL BE IN VERTICAL ALIGNMENT, DOWELS IN FOOTINGS SHALL BE SET TO ALIGN WITH CORES CONTAINING REINFORCING STEEL.
17. REFER TO ARCHITECTURAL DRAWINGS FOR SURFACE AND HEIGHT OF UNITS, LAYING PATTERN AND JOINT TYPE.
18. SAND SHALL BE CLEAN, SHARP AND WELL GRADED, FREE FROM INJURIOUS AMOUNTS OF DUST, LUMPS, SHALE, ALKALI OR ORGANIC MATERIAL.
19. BRICK SHALL CONFORM TO ASTM C-62 AND SHALL BE GRADE MW OR BETTER.

STRUCTURAL CONCRETE NOTES

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301-10, ACI 318-08 AND THE SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH f'c=2,500 PSI AT 28 DAYS UNLESS NOTED OTHERWISE.
3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES CLASS "B" AND ALL HOOKS SHALL BE STANDARD UNLESS NOTED OTHERWISE.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
   CONCRETE CAST AGAINST EARTH.....3 IN.

   CONCRETE EXPOSED TO EARTH OR WEATHER:
   #6 AND LARGER.....2 IN.
   #5 AND SMALLER & WWF .....1-1/2 IN.

   CONCRETE NOT EXPOSED TO EARTH OR WEATHER OR NOT CAST AGAINST THE GROUND:
   SLABS AND WALLS.....3/4 IN.
   BEAMS AND COLUMNS.....1-1/2 IN.

5. A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE U.N.O. IN ACCORDANCE WITH ACI 301 SECTION 4.2.2.
6. HOLES TO RECEIVE EXPANSION/WEDGE ANCHORS SHALL BE 1/8" LARGER IN DIAMETER THAN THE ANCHOR BOLT, DOWEL OR ROD AND SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. LOCATE AND AVOID CUTTING REBAR WHEN DRILLING HOLES IN ELEVATED CONCRETE SLABS.
7. USE AND INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER ICBO 4 MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURES.

STRUCTURAL STEEL NOTES

1. ALL STEEL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AISC MANUAL OF STEEL CONSTRUCTION. STEEL SECTIONS SHALL BE IN ACCORDANCE WITH ASTM AS INDICATED BELOW:
   W-SHAPES: ASTM A992, 50 KSI
   ANGLES, BARS CHANNELS: ASTM A36, 36 KSI
   HSS SECTIONS: ASTM 500, 46 KSI
   PIPE SECTIONS: ASTM A53-B, 35 KSI

2. ALL EXTERIOR EXPOSED STEEL AND HARDWARE SHALL BE HOT DIPPED GALVANIZED.
3. ALL WELDING SHALL BE PERFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION". PAINTED SURFACES SHALL BE TOUCHED UP.
4. BOLTED CONNECTIONS SHALL BE ASTM A325 BEARING TYPE 3/4"Ø CONNECTIONS AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
5. NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" DIA. ASTM A307 BOLTS UNLESS NOTED OTHERWISE.
6. FIELD MODIFICATIONS ARE TO BE COATED WITH ZINC ENRICHED PAINT.

at&t
4430 ROSEWOOD DR. BLDG. #3
PLEASANTON, CA 94588

VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598

ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO:
DRAWN BY: RF
CHECKED BY: DW

REV	DATE	DESCRIPTION
B	10/1/2015	100% CD'S FOR REDLINE
A	10/21/2015	90% CD'S FOR REDLINE

NOT TO BE USED FOR CONSTRUCTION

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

CNU3950/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-2

AIMS K-12 College Prep Charter District - Finance Committee Monthly Meeting - Agenda - Thursday March 12, 2020 at 6:00 PM

Powered by BoardOnTrack

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AT&T MOBILITY

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SAN RAMON, CA 94583
IN CASE OF FIRE AND THE NEED FOR SHUTDOWN
TO DEACTIVATE ANTENNAS CALL THE
FOLLOWING NUMBER:
For 24 Hour Emergency Contact and Access Please Call:
(800)832-6662

Reference Site#:_____

Site Address:_____

FENCED COMPOUND SIGNAGE | 10

WARNING

NO TRESPASSING

FEDERAL COMMUNICATIONS
COMMUNICATION TOWER REGISTRATION
NUMBER
1 2 3 4 5 6 7
POSTED IN ACCORDANCE WITH FEDERAL
COMMUNICATIONS COMMISSION RULES AND ANTENNA
TOWER REGISTRATION
47CFR 17.4(g)

COMPOUND SIGNAGE | 9

FCC ASR SIGNAGE | 8

WARNING

AUTHORIZED PERSONNEL ONLY

PROPERTY OF AT&T

AUTHORIZED
PERSONAL ONLY

No Trespassing
Violators will be Prosecuted

In case of emergency, or prior to performing maintenance on this site, call _____
and reference cell site number _____

DOOR / EQUIP. SIGN | 7

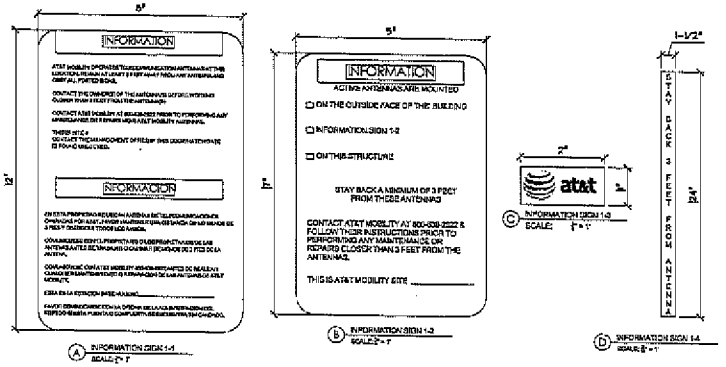
GATE SIGNAGE | 6

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IN CASE OF EMERGENCY, OR PRIOR TO
PERFORMING MAINTANANCE ON THIS SITE,
CALL 800-638-2622 AND REFERENCE CELL
SITE NUMBER_____

SHELTER / CABINET DOORS SIGNAGE | 5



1. CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE w/ AT&T WIRELESS DOCUMENT #05-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM, LATEST EDITION.
2. FABRICATION:

•SIGN 1-1: ENTRANCE DOOR, SEE DETAIL 1A, THIS SHEET

SIGN 1 IS TO BE MADE ON THE 50 MIL ALUMINUM SHEETING (SIZE 8 INCHES BY 12 INCHES) w/ FOUR (4) 1 INCH MOUNTING HOLES, ONE EACH CORNER OF THE SIGN FOR MOUNTING w/ HARDWARE w/ TIE WRAPS. THE MAIN BACKGROUND COLOR IS TO BE WHITE FRONT & BACK w/ BLACK LETTERING.

THE INFORMATION BAND SHALL BE 1/2 INCH SOLID GREEN BAND w/ 0.5 INCH HIGH BLACK LETTERING. THE BODY TEXT SHALL BE IN BLACK LETTERING w/0.2 INCH HIGH LETTERS. THE REF LINE SHALL BE IN 1/8 INCH LETTERS.

THE PLACEMENT OF TEXT SHALL BE DONE IN A MANNER THAT WILL PERMIT EASY READING FROM A DISTANCE OF APPROXIMATELY 6 FEET IN FRONT OF THE SIGN.

ALL PAINT WILL BE BAKED w/ENAMEL w/ UV PROTECTIVE COATING OVER THE FACE OF THE SIGN.

•SIGN 1-2: POLE, SEE DETAIL 1B, THIS SHEET

SIGN 2 MUST BE A NON METALLIC LABEL w/ AN ADHESIVE BACKING. THE LABEL SHALL BE MADE USING VINYL OR SIMILAR WEATHERPROOF MATERIAL. THE LABEL SHALL BE APPROXIMATELY 5X7 INCHES w/ A WHITE BACKGROUND AND BLACK LETTERING. THE GREEN BAND SHALL BE 1.375 INCH IN HEIGHT & THE LETTERING SHALL BE BLACK w/ 0.75 INCH HIGH LETTERS. THE TEXT LETTERING SHALL BE BLACK w/ 1 INCH HIGH LETTERS. UV PROTECTION SHALL BE PLACED OVER THE FRONT OF THE LABEL.

•SIGN 1-3: BACK OF ANTENNAS, SEE DETAIL 1C & 1D, THIS SHEET

•SIGN 3 IS A 1 INCH X 2 INCH PANEL THAT CAN BE APPLIED TO THE BACK OR SIDE OF AN ANTENNA TO IDENTIFY IT AS AN AT&T ANTENNA.

•SIGN 1-4: SIDE OF ANTENNAS, SEE DETAIL 1D & 1E, THIS SHEET

SIGN 4 IS MADE FROM TRANSPARENT MATERIAL 1-1/2 INCHES WIDE & 24 INCHES LONG. THE LETTERING IS TO BE BLACK @ 1 INCH LETTERING IN A VERTICAL COLUMN. THE SPACING BETWEEN WORDS MUST BE SUCH THAT IT IS EASILY READ & FILLS THE LENGTH OF THE SIGN.

INFORMATION SIGNAGE | 4

NOTES:

1. CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE w/ AT&T WIRELESS DOCUMENT #05-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM, LATEST EDITION.
2. CONTRACTOR SHALL CONTACT AT&T R-RNSC FOR INFORMATION ON PIPE LEVELS AND INSTRUCTIONS ON LEVEL AND LOCATION OF SIGNAGE

WARNING

Beyond This Point you are entering a controlled area where RF emissions exceed the FCC Controlled Exposure limits

Failure to obey all posted signs and site guidelines could result in serious injury

CAUTION

Beyond This Point you are entering a controlled area where RF emissions *may exceed* the FCC Controlled Exposure Limits

Obey all posted signs and site guidelines for working in RF environment.

CAUTION AND WARNING SIGN | 3

SIGNAGE AND STRIPING INFORMATION

1. THE FOLLOWING INFORMATION IS A GUIDELINE w/ RESPECT TO PREVAILING STANDARDS LIMITING HUMAN EXPOSURE TO RADIO FREQUENCY ENERGY AND SHOULD BE USED AS SUCH. IF THE SITE'S EME REPORT OR ANY LOCAL, STATE OR FEDERAL GUIDELINES OR REGULATIONS SHOULD BE IN CONFLICT w/ ANY PART OF THESE NOTES OR PLANS, THE MORE RESTRICTIVE GUIDELINE OR REGULATION SHALL BE FOLLOWED AND OVERRIDE THE LESSER.
2. THE PUBLIC LIMIT OF RF EXPOSURE ALLOWED BY AT&T IS 1mW/cm^2 AND THE OCCUPATIONAL LIMIT OF RF EXPOSURE ALLOWED BY AT&T IS 5mW/cm^2
3. IF THE BOTTOM OF THE ANTENNA IS MOUNTED (6) EIGHT FEET ABOVE THE GROUND OR WORKING PLATFORM LINE OF THE PERSONAL COMMUNICATION SYSTEM (PCS) AND DOES NOT EXCEED THE PUBLIC LIMIT OF RF EXPOSURE LIMIT THEN NO STRIPING OR BARRICADES SHOULD BE NEEDED.
4. IF THE PUBLIC LIMIT OF RF EXPOSURE ON THE SITE IS EXCEEDED AND THE AREA IS PUBLICLY ACCESSIBLE (e.g. ROOF ACCESS DOOR THAT CANNOT BE LOCKED, OR FIRE EGRESS) THEN BOTH BARRICADES AND STRIPING SHALL BE PLACED AROUND THE ANTENNAS. THE EXACT EXTENT OF THE BARRICADES AND STRIPING SHALL BE DETERMINED BY THE EME REPORT FOR THE SITE DONE BEFORE OR SHORTLY AFTER COMPLETION OF SITE CONSTRUCTION. USE THE PLANS AS A GUIDELINE FOR PLACEMENT OF SUCH BARRICADES AND STRIPING.
5. IF THE PUBLIC LIMIT OF RF EXPOSURE ON THE SITE IS EXCEEDED AND THE AREA IS PUBLICLY ACCESSIBLE (e.g. ROOF ACCESS DOOR THAT CANNOT BE LOCKED, OR FIRE EGRESS) THEN BOTH BARRICADES AND STRIPING SHALL BE PLACED AROUND THE ANTENNAS. THE EXACT EXTENT OF THE BARRICADES & STRIPING SHALL BE DETERMINED BY THE EME REPORT FOR THE SITE DONE BEFORE OR SHORTLY AFTER COMPLETION OF SITE CONSTRUCTION. USE THE PLANS AS A GUIDELINE FOR PLACEMENT OF SUCH BARRICADES AND STRIPING.
6. ALL TRANSMIT ANTENNAS REQUIRE A THREE LANGUAGE WARNING SIGN WRITTEN IN ENGLISH, SPANISH AND CHINESE. THIS SIGN SHALL BE PROVIDED TO THE CONTRACTOR Y THE AT&T CONSTRUCTION PROJECT MANAGER AT THE TIME OF CONSTRUCTION. THE LARGER SIGN SHALL BE PLACED IN PLAIN SIGHT AT ALL ROOF ACCESS LOCATIONS AND ON ALL BARRICADES. THE SMALLER SIGN SHALL BE PLACED ON THE ANTENNA ENCLOSURES IN A MANNER THAT IS EASILY SEEN BY ANY PERSON ON THE ROOF. WARNING SIGNS SHALL COMPLY w/ ANSI C95.2 COLOR, SYMBOL, AND CONTENT CONVENTIONS. ALL SIGNS SHALL HAVE AT&T'S NAME AND THE COMPANY CONTACT INFORMATION (e.g. TELEPHONE NUMBER) TO ARRANGE FOR ACCESS TO THE RESTRICTED AREAS. THIS TELEPHONE NUMBER SHALL BE PROVIDED TO THE CONTRACTOR BY THE AT&T CONSTRUCTION PROJECT MANAGER AT THE TIME OF CONSTRUCTION.
7. PHOTOS OF ALL STRIPING, BARRICADES & SIGNAGE SHALL BE PART OF THE CONTRACTORS CLOSE OUT PACKAGE & SHALL BE TURNED INTO THE AT&T CONSTRUCTION PACKAGE & SHALL BE TURNED INTO THE AT&T CONSTRUCTION PROJECT MANAGER AT THE END OF CONSTRUCTION. STRIPING SHALL BE DONE w/ FADE RESISTANT YELLOW SAFETY PAINT IN A CROSS-HATCH PATTERN AS DETAILED BY THE CONSTRUCTION DRAWINGS. ALL BARRICADES SHALL BE MADE OF AN RF FRIENDLY MATERIAL SO AS NOT TO BLOCK OR INTERFERE w/ THE OPERATION OF THE ANTENNAS. BARRICADES SHALL BE PAINTED w/ FADE RESISTANT YELLOW SAFETY PAINT. THE CONTRACTOR SHALL PROVIDE ALL RF FRIENDLY BARRICADES NEEDED, & SHALL PROVIDE THE AT&T CONSTRUCTION PROJECT MANAGER w/ A DETAILED SHOP DRAWING OF EACH BARRICADE. UPON CONSTRUCTION COMPLETION.

GENERAL NOTES | 2

NOTICE

Beyond This Point you are entering a controlled area where RF emissions *may exceed* the FCC General Population Exposure Limits.

Follow all posted signs and site guidelines for working in RF environment.

NOTICE SIGN | 1

at&t
4430 ROSEWOOD DR, BLDG, N3
PLEASANTON, CA 94588

VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598

ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO:	-
DRAWN BY:	RF
CHECKED BY:	DN

REV	DATE	DESCRIPTION
B	11/11/2019	100% CDS FOR REDLINE
A	10/21/2019	90% CDS FOR REDLINE

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CNU3950/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

SHEET TITLE
GENERAL SIGNAGE DETAILS

SHEET NUMBER
GN-3

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EXIDE

MATERIAL SAFETY DATA SHEET

I. PRODUCT IDENTIFICATION

MANUFACTURER: Exide Technologies, Industrial Energy
2300 Devine Street, Columbia, SC 29205-7602

EMERGENCY/ALTERNATE NAME (As seen on label): Valve Regulated Lead Acid Battery

SDS INFORMATION
Person to Contact/SDS Requirements in this Country, Inc.: Automated Software Collection (770-421-3441)
Laboratory Environmental, Safety & Health: (770-421-3441)
Emergency Info. Interrupt (800-255-3924 or Prof. Person (813-248-0585)

CHEMICAL FAMILY: GLASS/LEAD/ACID

SDS REVISED: January 2011

Western Interrupt Battery: Manufacturer type

FOR EMERGENCY: CHEMTREC (800) 424-9300 Toll Free Emergency Telephone Number Outside the Continental U.S.A.

CHEMTREC (800) 424-9300 Collect

II. HAZARDOUS INGREDIENTS/IDENTITY INFORMATION

Component	CAS Number	% BY WT.	EXPOSURE OR EXPOSURE LIMITS (OSHA) PEL/STEL	ACGIH TLV/STEL	NIOSH REL/STEL
Hazardous components:					
Lead	7439-92-1	72.5%	50	50	50
Antimonial Lead	7440-36-0	4.0%	500	500	500
Calcium Lead	N/A	4.0%	N/A	N/A	N/A
Tin	7440-31-5	0.25%	2000	2000	2000
Copper	7440-50-8	4.0%	1000	1000	1000
Silver (0.1% by Wt of Pb)	7440-22-4	0.01%	1000	1000	1000
Cast Lead Alloy					
Polypropylene	9003-07-0	4.0%	N/A	N/A	N/A
Fiberglass Separator					
Other	N/A	9.0%	N/A	N/A	N/A

*NOTE: Interpret to lead and electrolyte (sulfuric acid/dilute) and antimony are the primary components of a wet battery hazardous under Section 3 to be subject to the subsidiaries. Other ingredients may be present in certain, non-battery type. Polypropylene is the polymer of wet, removed for environmental and commercial battery.

III. PHYSICAL DATA

Boiling Point (Electrolyte)	300° F (149 deg C)	Specific Gravity (H2O=1)	1.299 to 1.330 *
Melting Point	Not Applicable	Vapor Pressure (mm Hg. @ 20 °C)	20
Solubility in Water	100%	Vapor Density (AIR=1)	Greater than 1
Evaporation Rate (Butyl Acetate=1)	Less Than 1		
Appearance and Odor:	A clear liquid in solution, brown case, opaque color. A battery has no odor when in its encapsulated state.	% Volatile by Weight	Not Applicable

Page 1 of 3
ANY PHOTOCOPY MUST BE OF THIS ENTIRE DOCUMENT.

IV. FIRE AND EXPLOSION HAZARD DATA

Flash Point: Not Applicable
Flammable Limits: LEL=4.1% (Hydrogen) Gas in air) UEL = 74.2%
Extinguishing media: CO2, Sand or dry chemical

Special Fire Fighting Procedures:
Use positive pressure, self-contained breathing apparatus. Sources of acid explosion during water application and water dike.
Personal protective clothing, gloves, face and eye protection. If you are on scene, stand away to the side and upwind to avoid contact with acid. Wear chemical resistant clothing. Avoid contact with battery acid. Use full face shield. Wash with water immediately if acid contacts skin or clothing.

Unusual Fire and Explosion Hazards:
In connection with fire or charging, batteries generate explosive hydrogen and oxygen gases (hydrogen is highly flammable/lead oxygen is highly oxidizing). These gases escape by normal venting and can accumulate in confined spaces. Avoid flames or sparks, and ignition of gases. Battery explosion damage can result from ignition of these gases by external sources such as flames, sparks, cigarettes, etc. Carefully follow recommended instructions for installation and operation. Keep away all sources of gas ignition, smoking, flames, sparks, etc. Ventilate battery compartments to prevent accumulation of explosive gases. Do not use or charge battery if vent caps are not installed. Do not short circuit battery terminals. Use proper gauge wire to connect battery terminals. Loose connections can cause heat and sparks. Do not charge or use battery if fluid level is below the bottom of the vent wells. Do not jump start or charge battery with vent caps removed. Do not lean over battery when charging or using it. Do not expose battery to open flame or sparks. Do not smoke when servicing batteries.

V. REACTIVITY DATA

Stability: Stable ☒ Unstable ☐

Conditions to Avoid: Extreme temperatures and overcharging current, sparks and other sources of ignition.

Incompatibility: (materials to avoid):
Flammables: Contact of sulfuric acid with combustibles and organic materials may cause fire and explosion. Also contact of battery with strong oxidizers such as bleach, peroxide, permanganate, dichromate, nitric acid, and gaseous chlorine gas, strong reducers, and water. Contact of battery with other materials may produce heat, toxic and explosive gases and may release flammable hydrogen gas.

Lead compounds: Avoid contact with strong oxidizers, bases, halides, halogen gas, peroxides, alkali, potassium, metals, sodium, chlorates, phosphorous, sulfur and reducing agents.

Hazardous Decomposition Products:
Flammables: Sulfur dioxide, carbon monoxide, sulfides, solid lead, sulfur dioxide, hydrogen sulfide, phosphine.

Lead compounds: Temperatures above the melting point can likely produce extremely toxic lead fumes, vapor, or dust, contact with certain oxidizers causes corrosive and toxic hydrogen and germane highly toxic arsine gas.
Hazardous Polymer reaction: Will Not Occur ☒

VI. HEALTH HAZARD DATA

Routes of Entry:
Inhalation: Harmful by all routes of entry. Under normal conditions of use, sulfuric acid vapors and mists are not generated. Overheated vapors and mists may be generated when product is overheated, subjected to extreme temperatures or damaged. Lead compounds: Under normal conditions, lead dust, vapors, and fumes are not generated. Materials in emergency use, materially from product, is limited, above the melting point, oxidized or other like processes or damaged to create dust, vapor, or fume.

Ingestion:
Inhalation: Raw/Mild of sulfuric acid vapors or mist may cause severe respiratory irritation.
Lead compounds: Inhalation of lead dust or fumes may cause irritation of upper respiratory tract and lungs.

Ingestion:
Inhalation: May cause severe irritation of mouth, throat, esophagus, and stomach.
Lead compounds: Among ingestion may cause abdominal pain, nausea, vomiting, diarrhea, and severe anemia. This may lead slightly to systemic lead effects. Acute ingestion should be treated by physicians.

Skin Contact/Skin Absorption:
Inhalation: Direct to battery, fumes, and electrolyte. Materials could be not readily absorbed through the skin.
Lead compounds: Not readily absorbed through the skin.

Eye Contact:
Inhalation: Severe irritation, fumes, and electrolyte. Materials could be not readily absorbed through the skin.
Lead compounds: May cause eye irritation.

Page 2 of 3
ANY PHOTOCOPY MUST BE OF THIS ENTIRE DOCUMENT.

VII. HEALTH HAZARD DATA (CONTINUED)

Effects of Overexposure - Chronic:
Inhalation: Contact with electrolyte fumes, damage to nerves may cause dizziness, upper respiratory irritation, Mild exposure may cause headache, fatigue, abdominal pain, loss of appetite, nausea, vomiting, diarrhea, muscular aches and weakness, Skin disturbances, and irritability.

Effects of Overexposure - Chronic:
Inhalation: Possible routes of entry/potential inhalation of mists, fumes, and breathable lead, and swelling of the nerves.
Ingestion: Lead compounds: Chronic exposure may cause damage to the nervous system, with effects on kidney damage, reproductive changes and blood damage.

Carcinogenicity:
Inhalation: The National Toxicology Program (NTP) and has not classified Agency for Research on Cancer (IARC) have determined "strong inorganic acid mists containing sulfuric acid" as carcinogens that is carcinogenic to humans. This classification does not apply to sulfuric acid contained in sealed liquid state of the automotive batteries. Sulfuric acid mist is considered carcinogenic only through exposure for prolonged periods of time without even steps in place may convert a carcinogen among lines of sulfuric acid mist and other remaining sulfuric acid.
Lead compounds: Listed as a 2B carcinogen, likely human data or animal data. Threat of carcinogenicity to humans is lacking, or present.

Medical Conditions Generally Aggravated by Exposure:
Overexposure to sulfuric acid mist and inhalation may damage and aggravate pulmonary conditions. Contact of electrolyte fumes and sulfuric acid material with skin may aggravate skin dermatitis, eczema, and chemical dermatitis. Contact of electrolyte fumes and sulfuric acid material with eyes may damage corneas and cause blindness. Lead and its compounds may cause forms of kidney, liver, and neurological damage.

Emergency and First Aid Procedures:
Inhalation:
Flushing: Remove to fresh air immediately. If breathing is difficult, give oxygen.
Lead compounds: Remove from exposure, gargle, drink soda, spa, and consult physician.

Ingestion:
Inhalation: Give large quantities of water, do not induce vomiting, consult physician.
Lead compounds: Consult physician immediately.

Skin:
Flushing: Flush with large amounts of water for at least 15 minutes, remove contaminated clothing immediately, including shoes and do not wear clothes again until cleaned. If skin is irritated or burns, consult physician. Wash clothing before reuse. Thoroughly clean shoes before reuse.
Lead compounds: Wash immediately with large amounts of water for at least 15 minutes, consult physician if necessary.

Eyes:
Flushing: Flush with large amounts of water for at least 15 minutes, remove contact lenses if doing so does not increase damage or pain. If irritation persists, consult physician.
Lead compounds: Wash immediately with large amounts of water for at least 15 minutes, consult physician if necessary.

VIII. PRECAUTIONS FOR SAFE HANDLING AND USE (CONTINUED)

Steps to be Taken in Case Material is Released or Spilled:
Neutralize acid. Contain liquid material with sand or other absorbent material and place in container for disposal. Neutralize with soda ash, lime or caustic soda. Flush area with water. Prevent runoff from entering storm drains, sewers, streams or bodies of water. Dike for containment. Recover product if possible. Clean up in accordance with federal, state and local regulations. You may be required to report these releases depending on the size and location of the release. Call your supplier for additional recommendations.

Waste Disposal Method:
Recycle battery. Send to secondary lead smelter for recycling following applicable federal, state, and local regulations.

Precautions to be Taken in Handling and Storing:
Keep batteries upright and avoid tipping. Do not damage battery case or cover. Charge batteries after storage to prevent sulfation. Store batteries in a cool, dry, well ventilated area away from heat, sparks and flame. Keep away from combustible materials. Do not store batteries in direct sunlight. Do not stack batteries.

Other Precautions:
Lead-acid batteries are sealed and contain sulfuric acid electrolyte. Do not tip battery. Do not puncture battery case or cover. Do not expose battery contents to heat or flame. Do not add acid or other materials during battery service. Avoid contact with battery electrolyte or battery plates. Do not charge battery if electrolyte is frozen. Charge batteries in well ventilated areas. Remove all sources of ignition before charging. Do not smoke when charging batteries. Do not lean over batteries when charging or using them. Do not expose batteries to excessive heat or direct sunlight. Do not add acid to batteries after installation unless battery has been in service for some time and requires additional electrolyte. Use only distilled water. Do not overfill battery. Clean battery surfaces with solution of baking soda and water. Rinse with water. Avoid contact with corroded terminals or battery surfaces. Wash hands after handling batteries.

Work Hygienic Practices:
Wash hands thoroughly before eating, drinking or smoking after handling batteries.

Respiratory Protection:
Mists: respirator under normal conditions. If in overheating or over heating, ventilate area and recommendations of sulfuric acid mist are present or suspected use neutral PEL, and NIOSH or MSHA-approved respiratory protection.

Protective Clothing:
Wear chemical-safe protective conditions. If battery case is damaged, use rubber or plastic protective gloves with sleeve length, plastic, acid-resistant apron, clothing, and boots.

Eye Protection:
Wear impervious safety goggles or face shield. If battery case is damaged, chemical goggles or face shield.

Emergency Washing:
In case where water and soap and other solutions, not limited to recommendations given here 1%, emergency eyewash stations and showers should be provided, with additional water supply.

IX. SPECIAL HANDLING INFORMATION

NFPA Hazard Rating for sulfuric acid:
Flammability Rating = 0 Health Hazard = 3 * Reactivity (Yellow) = 2

TRANSPORTATION:
Not regulated pursuant to 49 CFR Part 173 of the DOT (Hazardous Materials Regulations 49 CFR, Part 173.159 "Batteries, wet, non-spillable") and/or "NONSPILLABLE or "NONSPILLABLE BATTERY" for air shipments, reference IATA Dangerous Goods Regulations Special Provision A67. For more information, reference IMDG Special Provision 806.

Exide Technologies certifies that it has met the requirements for "nonspillable batteries" in shipments over the packages against shock and is adequately cushioned.

Label: NONSPILLABLE

NOTE: Spent lead acid batteries are not regulated as hazardous when when recycled. Spilled sulfuric acid is a hazardous because under EPA definition concentration limit (unlimited).

Page 3 of 3
ANY PHOTOCOPY MUST BE OF THIS ENTIRE DOCUMENT.

X. OTHER SPECIAL STORE INFORMATION (CONTINUED)

CERCLA (Superfund) and EPCRA:
(a) Reportable Quantity (RQ) for spilled 100% acid under CERCLA (Superfund) and EPCRA (Emergency Planning and Community Right to Know Act) is 1,000 lbs. Batteries and lead, or sulfuric quantities for sulfuric acid are not exempt, and this acid is defined "Extremely Hazardous Substance" under EPCRA, with a Threshold Planning Quantity (TPQ) of 1,000 lbs.
(b) EPCRA Section 302 notification is required if 1,000 lbs or more of sulfuric acid is present at one site. Acid spray concentrations/commercial battery electrolyte approximately 5 lbs of sulfuric acid. Contact your State or community for additional information.
(c) EPCRA Section 313 Toxic reporting is required for non-automotive batteries if sulfuric acid is present in quantities of 500 lbs or more and/or if lead is present in quantities of 10,000 lbs or more.
(d) Supplier Notification:

This product contains a toxic chemical or chemicals subject to the reporting requirements of section 313 of (Title III of the Superfund Amendments and Reauthorization Act of 1986, and 40 CFR Part 372.

Chemical	CAS	Percent by Weight
Lead (Pb)	7439-92-1	72.5%
Sulfuric Acid (Solid)	7664-93-9	Less than 4%

If you distribute this product to other manufacturers, in SIC Codes 20 through 39, use in a manner must be provided with the first shipment of each calendar year.
Note: Not for 313 recycle and lead content, each year as it is subject to industry that uses "maximum quantity".

CAA: Exide Technologies reports to environmental agencies annual emissions data for any sulfuric acid mist emissions from its battery manufacturing facilities (SIC), and other sources of mixing of hydrochloric acid as listed by the USEPA in Class I category. Pursuant to Section 112 of the Clean Air Act Amendments (CAAA) of 1990, the hazardous January 16, 1991, in which we published a notice in databases the way of Class I (CFC) phase-in the May 15, 1995 deadline.

*SARA: Both lead and sulfuric/dilute acid are listed in Section 313 of the Title III of the SARA Regulations.

CANADIAN REGULATIONS: All chemicals or substances in this product are listed on the CEPA DSL/NDSL or are exempt from the requirements.

CARCINOGENIC PRECAUTION (S):
"WARNING: This product contains (a) a substance known to the State of California to cause cancer, or birth defects or other reproductive harm."

PREPARED BY:
EXIDE TECHNOLOGIES INDUSTRIAL ENERGY
Product Stewardship
2300 Devine Street
Columbia, SC 29205-7602
(803) 933-5672

WHILE EXIDE BELIEVES THE INFORMATION CONTAINED HEREIN IS GENERALLY ACCURATE AND RELIABLE AS OF THE DATE HEREOF, THE FOREGOING VIDEO MAKES NO WARRANTY WITH RESPECT THEREOF AND EXPRESSLY DISCLAIMS ALL LIABILITY FROM RELIANCE THEREON. RECIPIENTS ARE ADVISED TO CONFIRM IS ADVANCE OF MAKING THEIR PURCHASE DECISION, APPLICATIONS, AND ASSUMING FURTHER RESPONSIBILITY AS EVEN IF SUCH ADVICE.

Page 4 of 5
ANY PHOTOCOPY MUST BE OF THIS ENTIRE DOCUMENT.

BATTERY INFORMATION

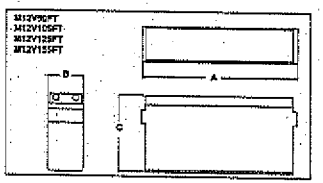
BATTERY INFORMATION (BATTERY ELECTROLYTE DATA-12V MONOBLOCS)

BATTERY MODEL	TOTAL # OF BATTERY UNITS INSTALLED	TOTAL ELECTROLYTE VOLUME(GAL.)= PER UNIT	TOTAL ELECTROLYTE HEIGHT(LBS.)= PER UNIT	% SULFURIC ACID BY VOLUME =	ACID VOLUME/UNIT ELECTROLYTE VOLUME PER UNIT	% SULFURIC ACID BY HEIGHT =	TOTAL ACID WEIGHT TOTAL ELECTROLYTE HEIGHT	TOTAL SULPHURIC VOLUME (GAL.)=	TOTAL UNITS X ELECTROLYTE VOLUME/UNITS	TOTAL SULPHURIC WEIGHT (LBS.)=	TOTAL UNITS X ACID WEIGHT/UNIT
GNB INDUSTRIAL POWER (TRAYATION M12V155FT)	20	0.65 GAL	23.50 LBS	29.95%=0.65 GAL/2.17 GAL		41.7%=9.93 LBS/23.50 LBS		13.0 GAL.=20 UNITS X 0.65 GAL/UNIT		198.6 LBS.=20 UNITS X 9.93 LBS.	

MARATHON

MARATHON® Front Terminal Specifications

Model Number	Voltage	Capacity (A.H.) Min To 1.75 VPC @ 25°C	Capacity (A.H.) Min To 1.60 VPC @ 25°C	Maximum Dimensions Inches A	B	C	Millimeters A	B	C	Nominal Weight Lbs.	Kg.
M12V90FT	12	90	94	13.86	6.75	10.65	352	172	270	79	35.8
M12V105FT	12	104	109	13.86	6.75	10.65	352	172	270	79	35.8
M12V125FT	12	125	131	19.73	6.90	11.15	501	175	283	107	47.6
M12V155FT	12	155	162	19.73	6.90	11.15	501	175	283	116	52.6



Float Voltage & Charging

MARATHON® Front Terminal Electrical Data

Model Number	Short Circuit Current Amps	Internal Impedance (milliohms)
M12V90FT	2160	4.1
M12V105FT	2160	4.8
M12V125FT	2844	3.2
M12V155FT	3792	3.2

MARATHON

From the World Leader in VRLA Battery Technology

Designed for durability in Telecommunications and Electric Utility applications, the GNB Industrial Power FRONT Terminal MARATHON® series provides high performance and reliability in long duration discharge applications. The location of the terminals on the front (vs. the top) of the battery greatly facilitates the installation and maintenance of the product when placed in a cabinet environment of VRLA standard valve reg. type. The MARATHON® Front Terminal battery series highlights another example of GNB's continuous excellence and unshakeable leadership in VRLA technology.

"Designed-in" Quality Manufacturing

Quality manufacturing processes for the MARATHON® series batteries incorporate the industry's most advanced technologies, including an automated helium leak detection system, a computer controlled "all by weight" acid filler, and a temperature controlled water bath formation process. Each and every unit is expertly tested.

High Performance MARATHON® Series Features

- Flame-retardant reinforced container and cover compliant with UL94 V-0.
- Integrated flame arrestor (thermoset) welded vent cover.
- Patented "Thermal Shield(tm)" design to maintain structural integrity at higher continuous temperatures.
- Heat sealed construction (cover to container) for a leak proof seal.
- Higher calcium/low Aluminum Cast Mid GRAIN technology for greater than 20% recombination efficiency.
- High tin, calcium, silver, lead positive plate design for maximum service float life; 10 year design life @ 25°C (77°F).
- Four Automatic Copper Alloy Terminals for "Easy On/Easy Off" Post Protector.
- Reliable one-way, self-resealing safety vents.
- Integrated Carry Handles.
- Universal design for easier installation and reduced maintenance.

Applications

MARATHON® series batteries incorporate GNB's advanced VRLA technology designed for long, life and high performance in:

Telecommunications
- Distributed Power
- PCS
- Cellular
- Broadband

Electric Utility
- Switchgear Control Power
- Communications



UL Recognized Component

at&t
4430 ROSEWOOD DR. BLDG. #3
PLEASANTON, CA 94588

VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598

ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO: -
DRAWN BY: RF
CHECKED BY: DH

REV	DATE	DESCRIPTION
B	11/6/2015	100% CD'S FOR REDLINE
A	10/21/2015	90% CD'S FOR REDLINE

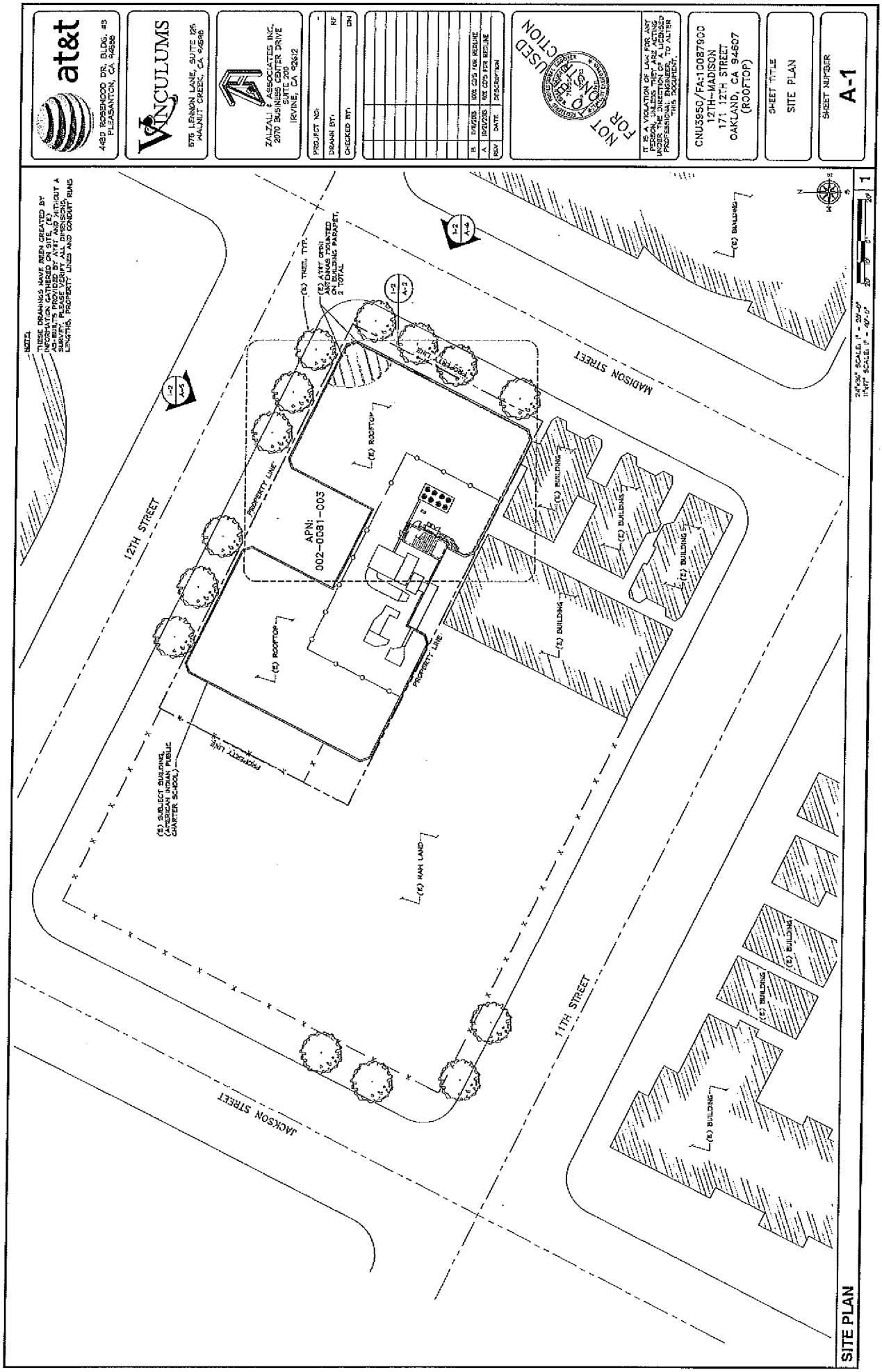
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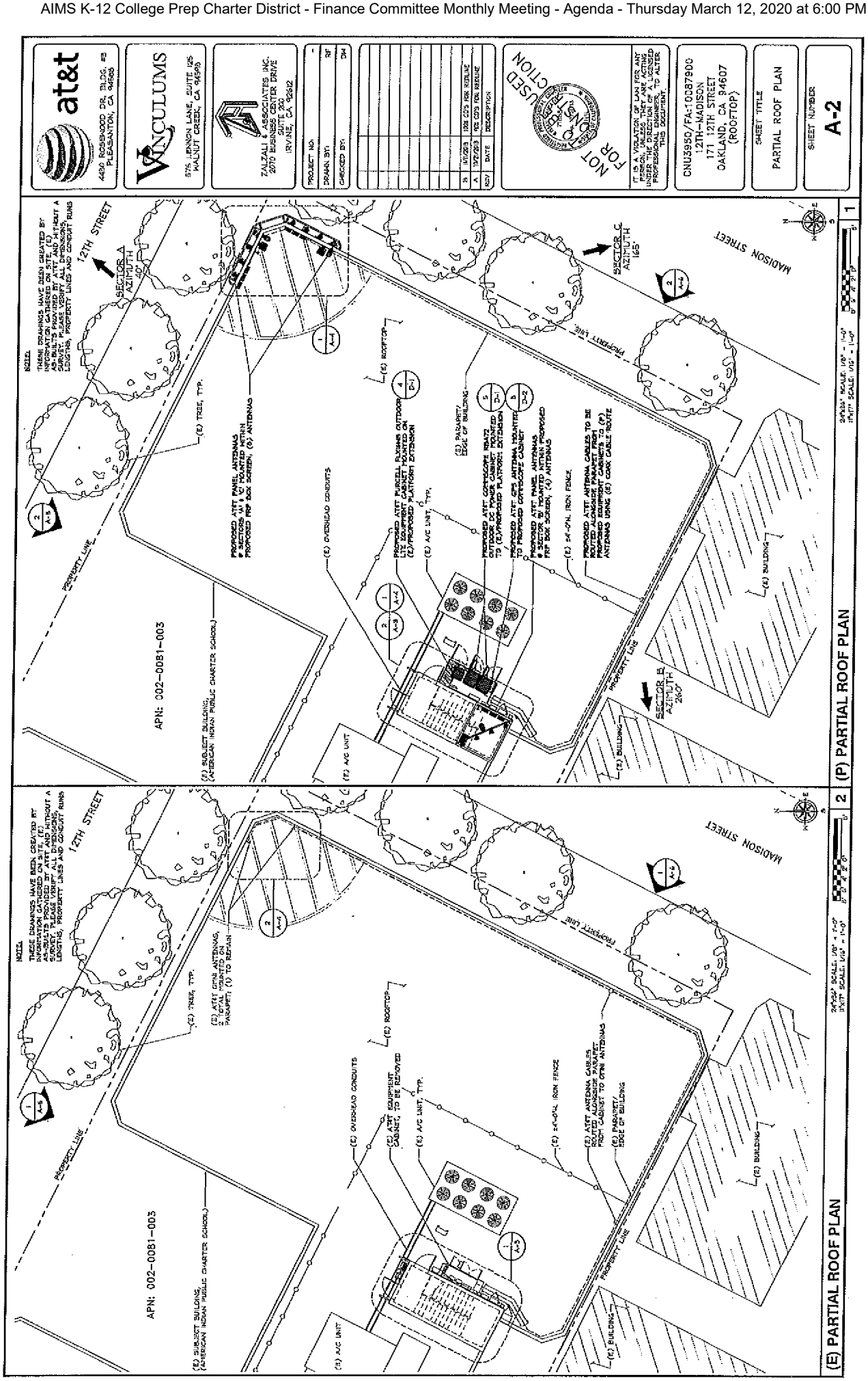
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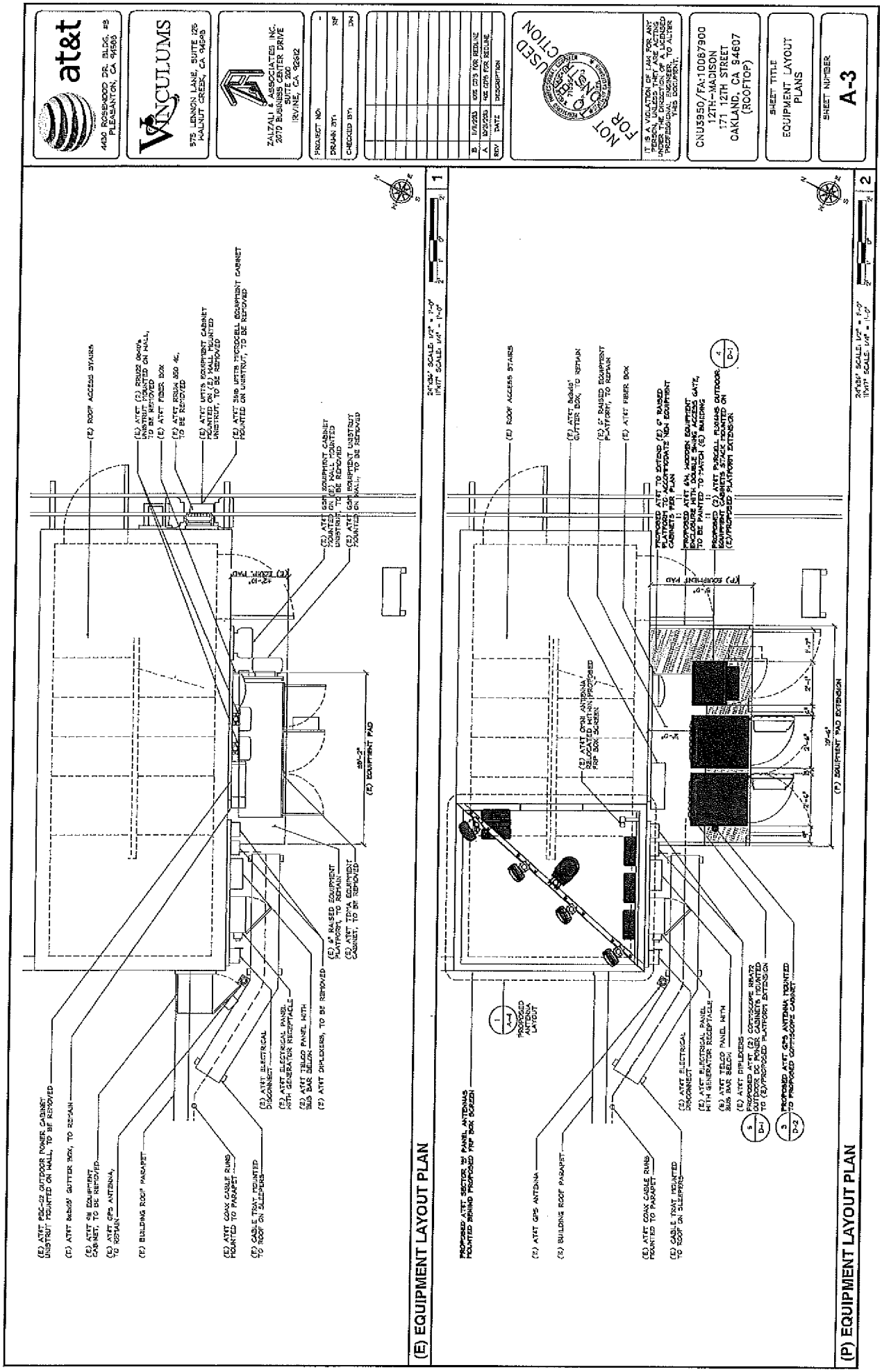
CNU3950/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

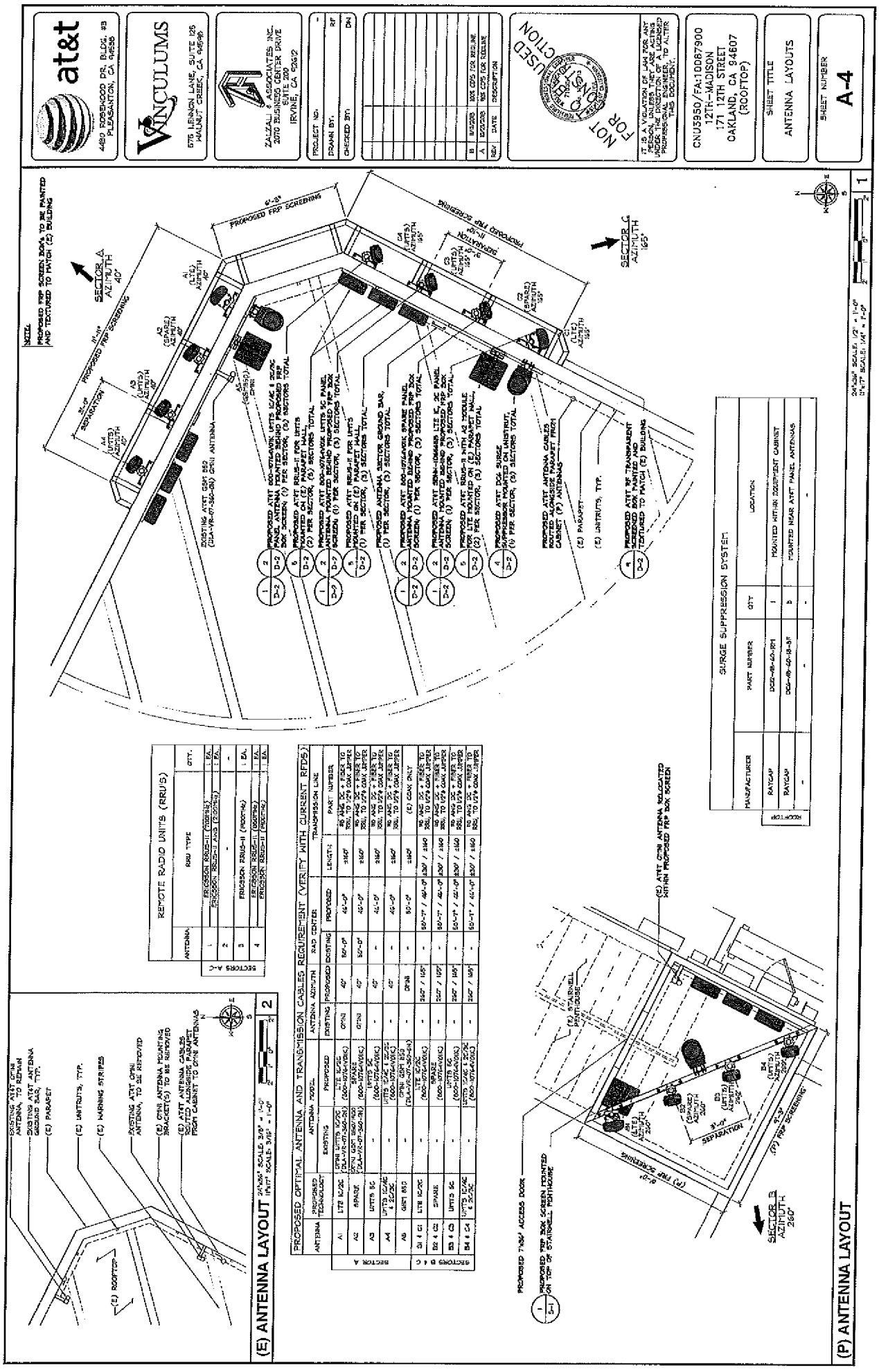
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BATTERY SPECIFICATIONS

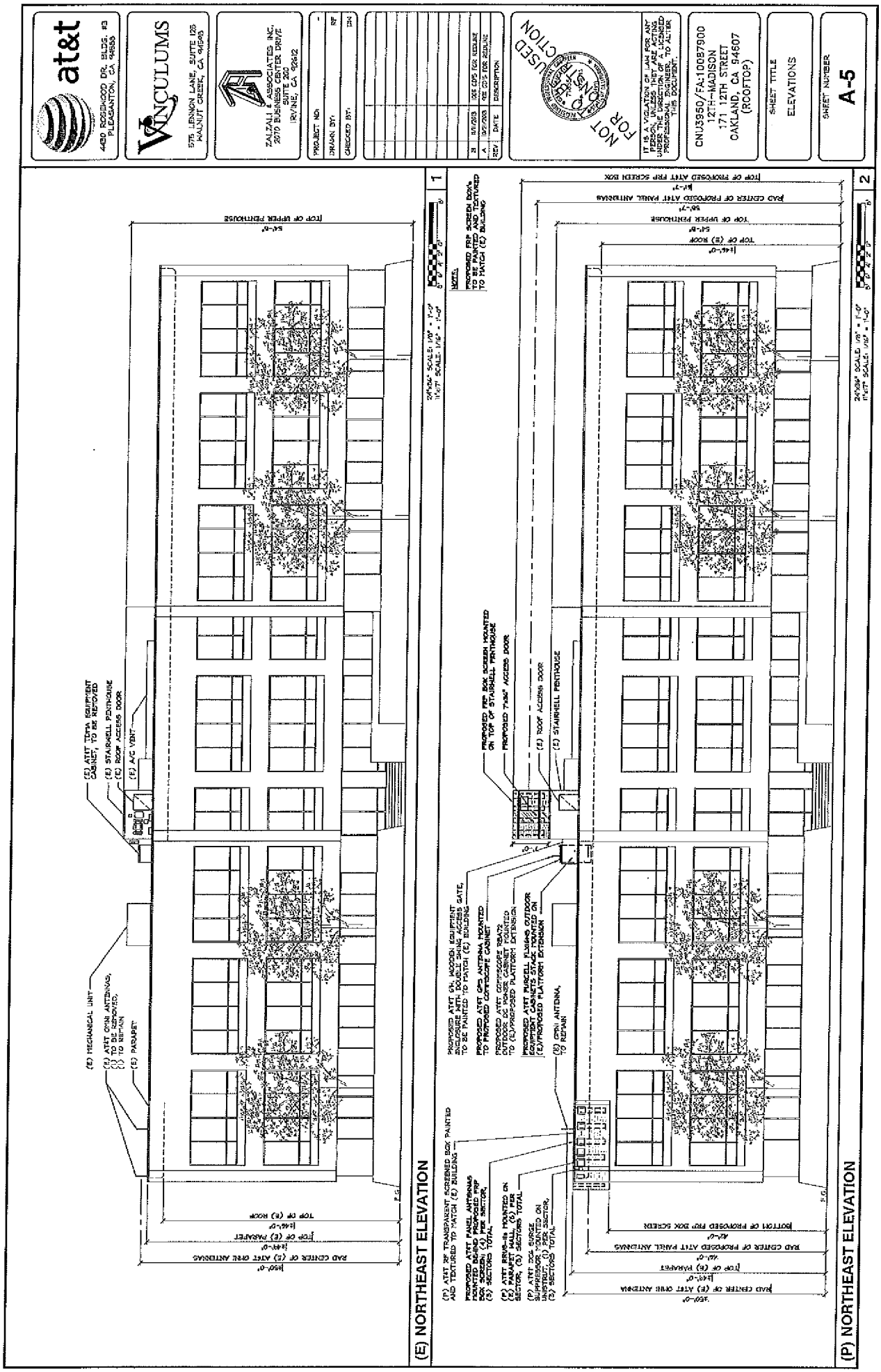
SHEET NUMBER
GN-4

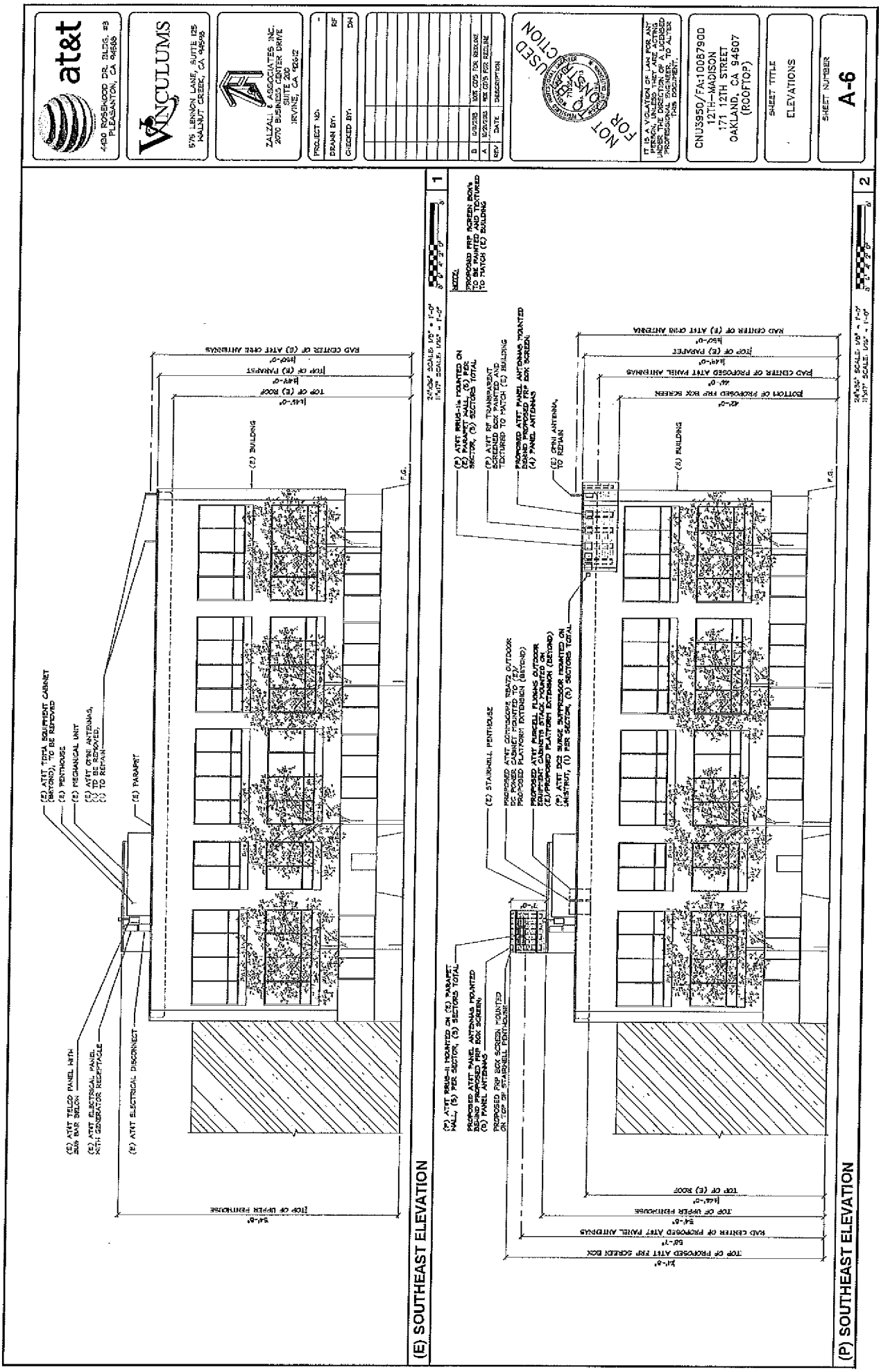

at&t
4430 ROSEWOOD DR, BLDG. #3
PLEASANTON, CA 94588
WINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598
ZAIZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612
PROJECT NO: -
DRAWN BY: RF
CHECKED BY: DN
1B 12/6/2019 90% CDS FOR RESUME
A 8/26/2019 90% CDS FOR RESUME
REV DATE: DESCRIPTION
NOT TO BE USED FOR CONSTRUCTION
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.
CNU3650/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)
SHEET TITLE
SITE PLAN
SHEET NUMBER
A-1
NOTE:
THESE DRAWINGS HAVE BEEN CREATED BY INCORPORATION GATHERED ON SITE, (E) AS-BUILTS PROVIDED BY AT&T AND WITHOUT A FIELD SURVEY. PLEASE VERIFY ALL DIMENSIONS, LENGTHS, PROPERTY LINES AND CONDUIT RUNS
12TH STREET
MADISON STREET
11TH STREET
JACKSON STREET
APN: 002-0081-003
PROPERTY LINE
(E) ROOFTOP
(E) SUBJECT BUILDING (ACADEMIC MEDIA PUBLIC CHARTER SCHOOL)
(E) RAIN LAND
(E) BUILDING
(E) TREE, TYP.
(E) ATT# OMNI ANTENNAS MOUNTED ON BUILDING PARAPET, TYP.
SITE PLAN
1" = 20'-0"
24'-0" SCALE: 1" = 20'-0"
11x17" SCALE: 1" = 40'-0"

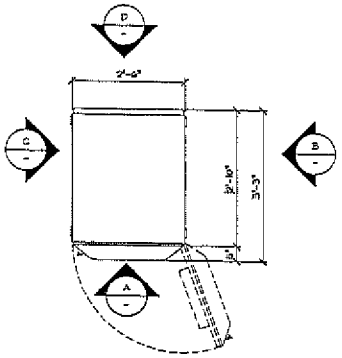

at&t
4430 ROSEWOOD DR, BLDG. #3
PLEASANTON, CA 94588
VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598
ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612
PROJECT NO: -
DRAWN BY: RF
CHECKED BY: DH
1 10/1/2019 100 CD'S FOR REVIEW
A 12/6/2019 100 CD'S FOR REVISIONS
REV DATE DESCRIPTION
NOT FOR CONSTRUCTION
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.
CNU3950/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)
SHEET TITLE
PARTIAL ROOF PLAN
SHEET NUMBER
A-2
(E) PARTIAL ROOF PLAN
2
(P) PARTIAL ROOF PLAN
1
NOTE:
THESE DRAWINGS HAVE BEEN CREATED BY INFORMATION GATHERED ON SITE (E) AS-BUILTS PROVIDED BY AT&T AND WITHOUT A SURVEY. PLEASE VERIFY ALL DIMENSIONS, LENGTHS, PROPERTY LINES AND CONDUIT RUNS
12TH STREET
MADISON STREET
PROPERTY LINE
APN: 002-0081-003
(E) SUBJECT BUILDING
(AMERICAN INDIAN PUBLIC CHARTER SCHOOL)
(E) TREE, TYP.
(E) ROOFTOP
(E) OVERHEAD CONDUITS
(E) A/C UNIT, TYP.
(E) ATT EQUIPMENT CABINET, TO BE REMOVED
(E) ATT ANTENNA CABLES ROUTED ALONG PARAPET FROM CABINET TO OTN ANTENNAS
(E) PARAPET/ EDGE OF BUILDING
(E) 84"+/-HL IRON FENCE
(E) BUILDING
(E) ATT OTN ANTENNAS, (3) PER SECTOR, MOUNTED ON PARAPET, (U) TO REMAIN
SECTOR A AZIMUTH 40°
SECTOR B AZIMUTH 260°
SECTOR C AZIMUTH 165°
PROPOSED ATT PANEL ANTENNAS # SECTOR (3) MOUNTED WITHIN PROPOSED RNF ADS SCREEN, (6) ANTENNAS
PROPOSED ATT RUSCELL RUSWIN OUTDOOR EQUIPMENT CABINET MOUNTED ON (E)/PROPOSED PLATFORM EXTENSION
PROPOSED ATT COMMSCOPE RRH72 OUTDOOR DC POWER CABINET MOUNTED TO (E)/PROPOSED PLATFORM EXTENSION
PROPOSED ATT GPS ANTENNA MOUNTED TO PROPOSED COMMSCOPE CABINET
PROPOSED ATT ANTENNA CABLES TO BE ROUTED ALONG PROPOSED EQUIPMENT CABINETS TO (P) ANTENNAS USING (6) COAX CABLE ROUTE
(E) PARAPET/ EDGE OF BUILDING
(E) 84"+/-HL IRON FENCE
(E) BUILDING
(E) A/C UNIT
(E) SUBJECT BUILDING
(AMERICAN INDIAN PUBLIC CHARTER SCHOOL)
APN: 002-0081-003
24"X36" SCALE: 1/8" = 1'-0"
11"X17" SCALE: 1/16" = 1'-0"


at&t
4430 ROSEWOOD DR, BLDG. #3
PLEASANTON, CA 94566
VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598
ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612
PROJECT NO: -
DRAWN BY: NF
CHECKED BY: DN
B 10/1/2020 100% CD'S FOR REDLINE
A 9/25/2020 90% CD'S FOR REDLINE
REV DATE DESCRIPTION
NOT FOR CONSTRUCTION
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.
CNU3950/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)
SHEET TITLE
EQUIPMENT LAYOUT PLANS
SHEET NUMBER
A-3
(E) EQUIPMENT LAYOUT PLAN
24"x36" SCALE: 1/2" = 1'-0"
11"x17" SCALE: 1/4" = 1'-0"
(E) ROOF ACCESS STAIRS
(E) ATT 8x8x8" GUTTER BOX, TO REMAIN
(E) ATT 6N EQUIPMENT CABINET, TO BE REMOVED
(E) ATT GPS ANTENNA, TO REMAIN
(E) BUILDING ROOF PARAPET
(E) ATT COAX CABLE RUNS MOUNTED TO PARAPET
(E) CABLE TRAY MOUNTED TO ROOF ON SLEEPERS
(E) ATT DIPLEXERS, TO BE REMOVED
(E) 6' RAISED EQUIPMENT PLATFORM, TO REMAIN
(E) ATT TOPA EQUIPMENT CABINET, TO BE REMOVED
(E) EQUIPMENT PAD
(P) EQUIPMENT LAYOUT PLAN
24"x36" SCALE: 1/2" = 1'-0"
11"x17" SCALE: 1/4" = 1'-0"
(E) ROOF ACCESS STAIRS
(E) ATT 8x8x8" GUTTER BOX, TO REMAIN
(E) 6' RAISED EQUIPMENT PLATFORM, TO REMAIN
(E) ATT FIBER BOX
(E) ATT GPS ANTENNA
(E) BUILDING ROOF PARAPET
(E) ATT COAX CABLE RUNS MOUNTED TO PARAPET
(E) CABLE TRAY MOUNTED TO ROOF ON SLEEPERS
(E) ATT DIPLEXERS
(E) EQUIPMENT PAD EXTENSION


at&t
4430 ROSEWOOD DR, BLDG. #3
PLEASANTON, CA 94566
VINCULUMS
575 LENNON LANE, SUITE 105
WALNUT CREEK, CA 94598
ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612
NOT FOR CONSTRUCTION
CNU3950/FA:10067900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)
SHEET TITLE
ANTENNA LAYOUTS
SHEET NUMBER
A-4
(E) ANTENNA LAYOUT
(P) ANTENNA LAYOUT
SECTOR A AZIMUTH 40°
SECTOR B AZIMUTH 260°
SECTOR C AZIMUTH 165°
REMOTE RADIO UNITS (RRUS)
SURGE SUPPRESSION SYSTEM
PROPOSED OPTIMAL ANTENNA AND TRANSMISSION CABLES REQUIREMENT (VERIFY WITH CURRENT RFDS)

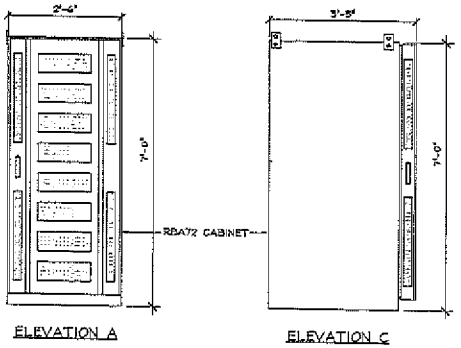

at&t
4430 ROSEWOOD DR, BLDG. #3
PLEASANTON, CA 94588
VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598
ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612
PROJECT NO:
DRAWN BY:
CHECKED BY:
NF
DH
1
10/1/2019
100% CD'S FOR REGUNE
A
10/2/2019
100% CD'S FOR REGUNE
REV
DATE
DESCRIPTION
NOT FOR CONSTRUCTION
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.
CNU3950/FA-10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)
SHEET TITLE
ELEVATIONS
SHEET NUMBER
A-5
(E) NORTHEAST ELEVATION
(P) NORTHEAST ELEVATION
1
2
NOTE:
PROPOSED FRP SCREEN BOX TO BE PAINTED AND TEXTURED TO MATCH (E) BUILDING
PROPOSED FRP BOX SCREEN MOUNTED ON TOP OF STAIRWELL PENTHOUSE
PROPOSED 7'-0" ACCESS DOOR
(E) ROOF ACCESS DOOR
(E) STAIRWELL PENTHOUSE
(E) MECHANICAL UNIT
(E) ATT DWM ANTENNAS, TO BE REMOVED
(E) PARAPET
(E) ATT TCMA EQUIPMENT CABINET, TO BE REMOVED
(E) STAIRWELL PENTHOUSE
(E) ROOF ACCESS DOOR
(E) A/C VENT
(P) ATT RF TRANSPARENT SCREENED BOX PAINTED AND TEXTURED TO MATCH (E) BUILDING
PROPOSED ATT PANEL ANTENNAS MOUNTED BEHIND PROPOSED FRP BOX SCREEN (4) PER SECTOR, (6) SECTORS TOTAL
(P) ATT RRUS-11 MOUNTED ON (E) PARAPET WALL, (6) PER SECTOR, (6) SECTORS TOTAL
(P) ATT 2X4 SURGE SUPPRESSOR MOUNTED ON (E) PARAPET, (1) PER SECTOR, (6) SECTORS TOTAL
PROPOSED ATT GPS ANTENNA MOUNTED TO PROPOSED CUTBACK CABINET
PROPOSED ATT GPS ANTENNA MOUNTED TO (E)/PROPOSED PLATFORM EXTENSION
PROPOSED ATT RUSCELL KWIMS OUTDOOR EQUIPMENT CABINETS STACK MOUNTED ON (E)/PROPOSED PLATFORM EXTENSION
(P) GPS ANTENNA, TO REMAIN
PROPOSED ATT SIX WOODEN EQUIPMENT SCREENING GATES, TO BE PAINTED TO MATCH (E) BUILDING
TOP OF UPPER PENTHOUSE
54'-0"
TOP OF (E) ROOF
145'-0"
TOP OF (E) PARAPET
144'-0"
RAD CENTER OF (E) ATT OMNI ANTENNAS
150'-0"
TOP OF PROPOSED ATT FRP SCREEN BOX
RAD CENTER OF PROPOSED ATT PANEL ANTENNAS
BOTTOM OF PROPOSED FRP BOX SCREEN
RAD CENTER OF (P) ATT OMNI ANTENNA
3/16"=1'-0"
3/16"=1'-0"

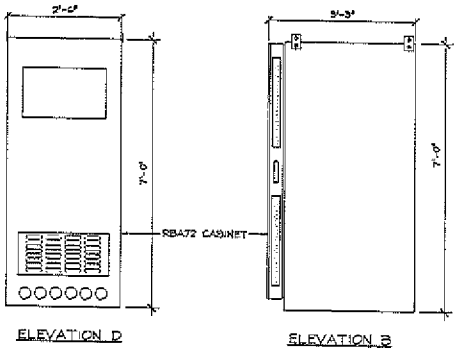

at&t
4430 ROSEWOOD DR, BLDG, #3
PLEASANTON, CA 94588
VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598
ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612
PROJECT NO: -
DRAWN BY: RF
CHECKED BY: DH
REV DATE DESCRIPTION
A 10/20/20 90% CD'S FOR REDLINE
B 01/07/20 100% CD'S FOR REDLINE
NOT FOR CONSTRUCTION
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.
CNU3950/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)
SHEET TITLE
ELEVATIONS
SHEET NUMBER
A-6
(E) SOUTHEAST ELEVATION
1
3/16"=1'-0"
(P) SOUTHEAST ELEVATION
2
3/16"=1'-0"



COMMSCOPE RBA72 OUTDOOR CABINET

HEIGHT: 425 LBS. (EMPTY) 1,800 LBS.

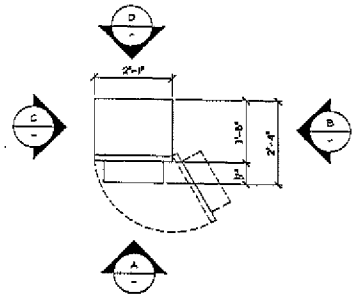




COMMSCOPE RBA72 CABINET

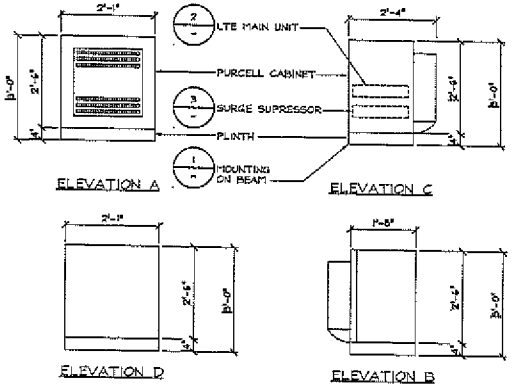
24"x36" SCALE: NTS
11"x17" SCALE: NTS

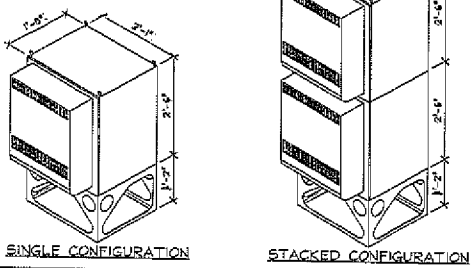
5



PURCELL ERICSSON CABINET FLX16WS WITH 4" PLINTH

DIMENSIONS, WxDxH:	435x508x752mm (25"x20"x44")
COLOR:	GRAY
MOUNTING OPTIONS	14" & 4" PLINTHS (SHOWN BELOW) PAD, POLE, H-FRAME, WALL, UNISTRUT BAND MOUNTING OPTIONS
MAXIMUM TEMPERATURE:	46° C
SOLAR LOAD:	754 W/m





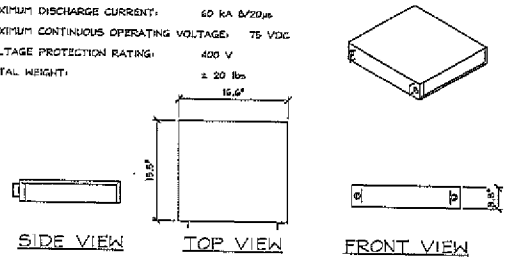
PURCELL FLX16WS CABINET

24"x36" SCALE: NTS
11"x17" SCALE: NTS

4

RAYCAP DC12-48-60-RM DC SURGE SUPPRESSION SOLUTION

DIMENSIONS, HxDxH:	264x160x264mm (10.4"x6.5"x10.3")
NOMINAL OPERATING VOLTAGE:	48 VDC
NOMINAL DISCHARGE CURRENT:	20 kA 8/20µs
MAXIMUM DISCHARGE CURRENT:	60 kA 8/20µs
MAXIMUM CONTINUOUS OPERATING VOLTAGE:	75 VDC
VOLTAGE PROTECTION RATING:	400 V
TOTAL WEIGHT:	± 20 lbs



DC SURGE SUPPRESSOR DETAIL

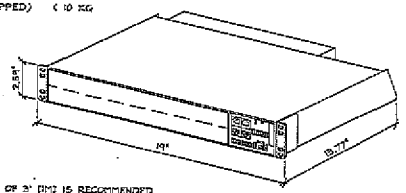
24"x36" SCALE: NTS
11"x17" SCALE: NTS

3

RBS 6601 MAIN UNIT (MU) SPECIFICATIONS

DC POWER SUPPLY
NOMINAL VOLTAGE -48 V DC
OPERATING VOLTAGE RANGE -40.0 TO -57.6V DC
NON-DESTRUCTIVE VOLTAGE RANGE 0 TO -60 V DC

DIMENSIONS
HEIGHT 44 MM (1.5 U)
WIDTH 483 MM (19-INCH)
DEPTH 350 MM
HEIGHT (FULLY EQUIPPED) < 10 KG
COLOR WHITE



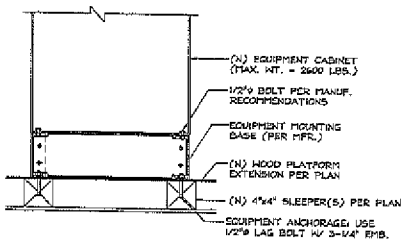
NOTE:

1. A 711MM/MIN SPACE OR 3" DIM IS RECOMMENDED IN FRONT OF THE RACK TO PROVIDE ADEQUATE WORKING SPACE.

RBS6601 MAIN UNIT

24"x36" SCALE: NTS
11"x17" SCALE: NTS

2



EQUIPMENT MOUNTING

24"x36" SCALE: NTS
11"x17" SCALE: NTS

1

at&t
4430 ROSEWOOD DR. BLDG. #3
PLEASANTON, CA 94588

VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598

ZALZALI & ASSOCIATES INC.
2670 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO:	-
DRAWN BY:	RF
CHECKED BY:	DH

REV	DATE	DESCRIPTION
B	11/16/2020	100% CD'S FOR REDLINE
A	10/21/2020	90% CD'S FOR REDLINE

NOT TO BE USED FOR CONSTRUCTION

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CNU3950/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

SHEET TITLE
DETAILS

SHEET NUMBER
D-1

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ERICSSON RRUS A2 (2Rx EXPANSION MODULE)

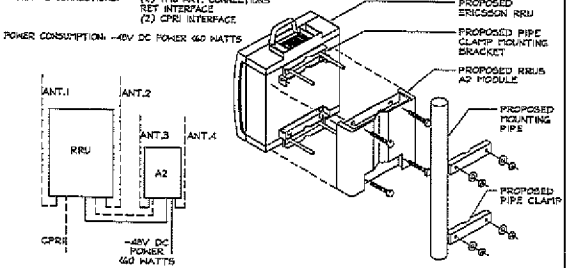
COLOR: LIGHT GRAY

DIMENSIONS, HxWxD: 325x375x86mm (12.8"X14.7"X3.2")

WEIGHT, WITH PRE-MOUNTED BRACKETS: 7kg (15 lbs)

EXTERNAL CONNECTIONS: (2) 7/16 ANT. CONNECTIONS
RET INTERFACE
(2) CPRI INTERFACE

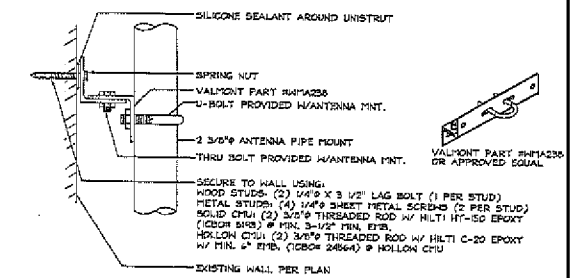
POWER CONSUMPTION: -48V DC POWER 450 WATTS



RRUS A2 MODULE DETAIL

24"x36" SCALE: NTS
11"x17" SCALE: NTS

9



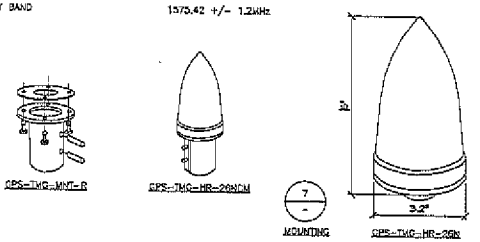
ANTENNA MOUNTING DETAIL

24"x36" SCALE: NTS
11"x17" SCALE: NTS

6

PCTEL GPS ANTENNA GPS-TMG-HR-25N

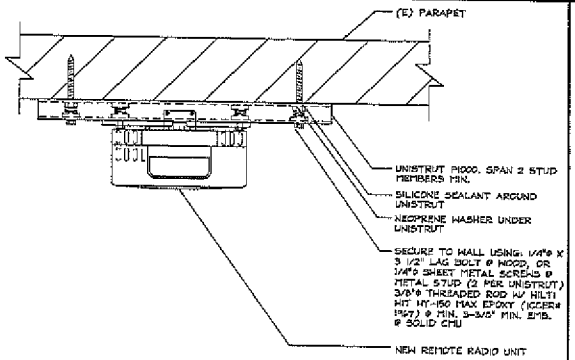
DIMENSIONS, HxD:	126x81mm (5.0"x3.2")
WEIGHT, WITH PRE-MOUNTED BRACKETS:	0.8 lbs
CONNECTOR:	N, FEMALE (ONE - BOTTOM FED)
MOUNTING:	FIT PIPES 1" - 1.45" (25 - 37mm)
FREQUENCY BAND	1575.42 +/- 1.2MHz



GPS SPECIFICATIONS

24"x36" SCALE: NTS
11"x17" SCALE: NTS

3



RRU WALL MOUNTING DETAIL

24"x36" SCALE: NTS
11"x17" SCALE: NTS

8

ERICSSION RRUS-11 REMOTE RADIO UNIT

COLOR: LIGHT GRAY

DIMENSIONS, HxWxD: 800x431x183mm (31.5"x17"x7.2") (INCLUDING SUNSHIELD)

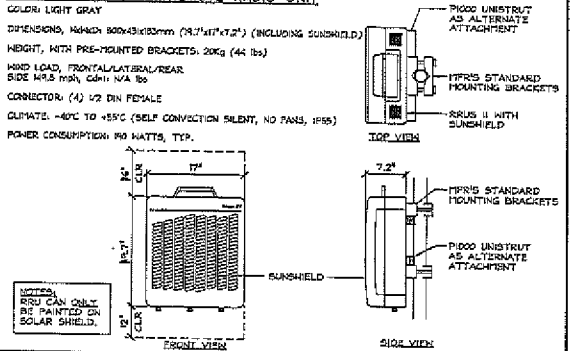
WEIGHT, WITH PRE-MOUNTED BRACKETS: 26Kg (44 lbs)

WIND LOAD, FRONTAL/LATERAL/REAR
SIDE 149.8 mph, Cd=1 N/A lbs

CONNECTOR: (4) 1/2 DIN FEMALE

CLIMATE: -40°C TO +55°C (SELF CONVECTION SILENT, NO FANS, IP55)

POWER CONSUMPTION: 190 WATTS, TYP.



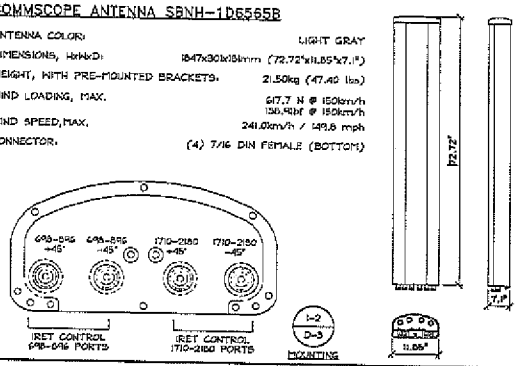
ERICSSION RRUS-11

24"x36" SCALE: NTS
11"x17" SCALE: NTS

5

COMMSCOPE ANTENNA SBNH-1D6565B

ANTENNA COLOR:	LIGHT GRAY
DIMENSIONS, HxWxD:	1847x301x181mm (72.72"x11.85"x7.1")
WEIGHT, WITH PRE-MOUNTED BRACKETS:	21.50kg (47.40 lbs)
WIND LOADING, MAX.	617.7 N @ 150km/h 138.9lbf @ 150km/h
WIND SPEED, MAX.	241.0km/h / 149.8 mph
CONNECTOR:	(4) 7/16 DIN FEMALE (BOTTOM)



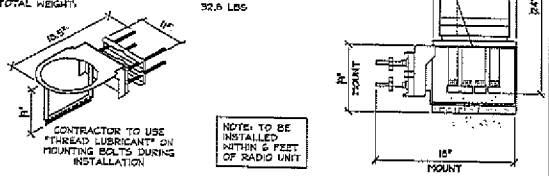
ANTENNA SPECIFICATION

24"x36" SCALE: NTS
11"x17" SCALE: NTS

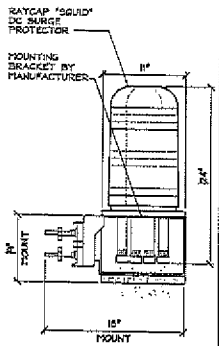
2

RAYCAP DC6-48-60-18-8F

DIMENSIONS, HxDxW:	280x410mm (11"X24")
NOMINAL OPERATING VOLTAGE:	48 VDC
NOMINAL DISCHARGE CURRENT:	20 EA 8/20MS
MAXIMUM DISCHARGE CURRENT:	60 EA 8/20MS
MAXIMUM CONTINUOUS OPERATING VOLTAGE:	75 VDC
VOLTAGE PROTECTION RATING:	400 V
WIND LOADING:	150 MPH (SUSTAINED) 195 MPH (GUST)
TOTAL WEIGHT:	32.8 LBS



NOTE: TO BE INSTALLED WITHIN 6 FEET OF RADIO UNIT



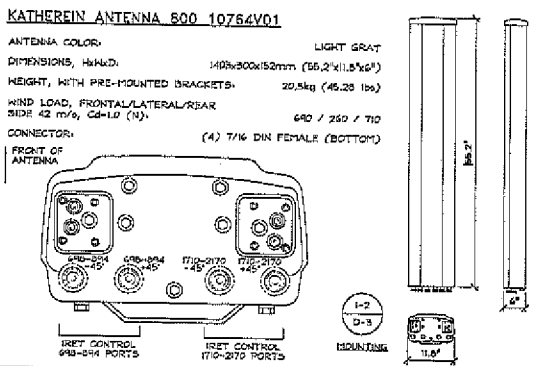
DC SURGE SUPPRESSOR DETAIL

24"x36" SCALE: NTS
11"x17" SCALE: NTS

4

KATHEREIN ANTENNA 800 10764V01

ANTENNA COLOR:	LIGHT GRAY
DIMENSIONS, HxWxD:	1498x300x152mm (58.2"x11.8"x6")
WEIGHT, WITH PRE-MOUNTED BRACKETS:	20.5kg (45.28 lbs)
WIND LOAD, FRONTAL/LATERAL/REAR SIDE 42 m/s, Cd=1.0 (N):	690 / 250 / 710
CONNECTOR:	(4) 7/16 DIN FEMALE (BOTTOM)



ANTENNA SPECIFICATION

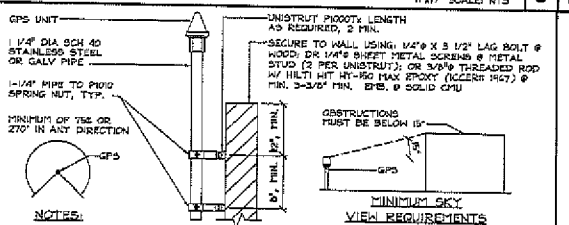
24"x36" SCALE: NTS
11"x17" SCALE: NTS

1

GPS ANTENNA SPECIFICATIONS

24"x36" SCALE: NTS
11"x17" SCALE: NTS

7



NOTES:

1. THE GPS ANTENNA MOUNT IS DESIGNED TO FASTEN TO A STANDARD 1-1/4" DIAMETER, SCHEDULE 40, GALVANIZED STEEL OR STAINLESS STEEL PIPE. THE PIPE MUST NOT BE THREADED AT THE ANTENNA MOUNT END. THE PIPE SHALL BE CUT TO THE REQUIRED LENGTH (MINIMUM OF 16 INCHES) USING A HAND OR ROTARY PIPE CUTTER TO ASSURE A SMOOTH AND PERPENDICULAR CUT. A HACK SAW SHALL NOT BE USED. THE CUT PIPE END SHALL BE DE-BURRED AND SMOOTH IN ORDER TO SEAL AGAINST THE NEOPRENE GASKET ATTACHED TO THE ANTENNA MOUNT.
2. IT IS CRITICAL THAT THE GPS ANTENNA IS MOUNTED SUCH THAT IT IS WITHIN 2 DEGREES OF VERTICAL AND THE BASE OF THE ANTENNA IS WITHIN 2 DEGREES OF LEVEL.
3. DO NOT SWEEP TEST GPS ANTENNA.
4. IT IS CRITICAL THAT THE GPS ANTENNA IS MOUNTED SUCH THAT MIN. SKY VIEW REQUIREMENTS ARE MET. (SEE SKY VIEW REQUIREMENT, RIGHT)

GPS ANTENNA SPECIFICATIONS

24"x36" SCALE: NTS
11"x17" SCALE: NTS

7

at&t
4430 ROSEWOOD DR. BLDG. #3
PLEASANTON, CA 94588

VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598

ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO:	-
DRAWN BY:	RF
CHECKED BY:	DW

REV	DATE	DESCRIPTION
B	9/11/2013	100% CD'S FOR REDLINE
A	8/21/2013	90% CD'S FOR REDLINE

NOT TO BE USED FOR CONSTRUCTION

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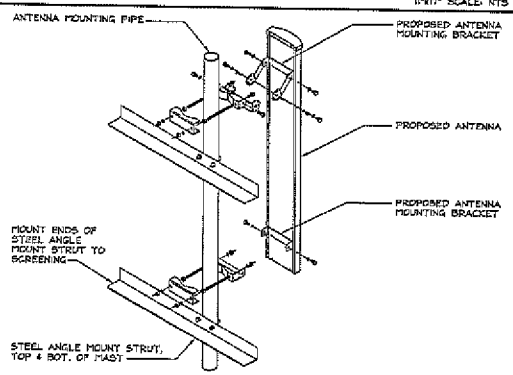
CNU3950/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

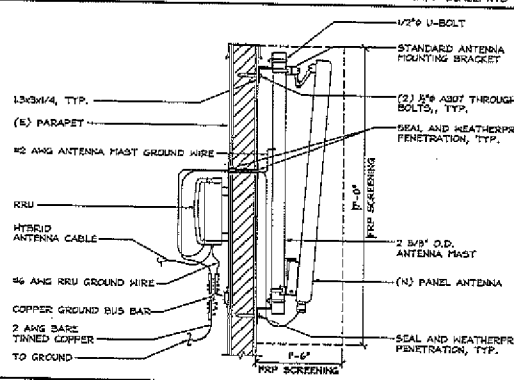
SHEET TITLE
DETAILS

SHEET NUMBER
D-2

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NOT USED	24"x36" SCALE: NTS 11"x17" SCALE: NTS	9	NOT USED	24"x36" SCALE: NTS 11"x17" SCALE: NTS	6	NOT USED	24"x36" SCALE: NTS 11"x17" SCALE: NTS 3
NOT USED	24"x36" SCALE: NTS 11"x17" SCALE: NTS	8	NOT USED	24"x36" SCALE: NTS 11"x17" SCALE: NTS	5	ANTENNA MOUNTING DETAIL	24"x36" SCALE: NTS 11"x17" SCALE: NTS 2
NOT USED	24"x36" SCALE: NTS 11"x17" SCALE: NTS	7	NOT USED	24"x36" SCALE: NTS 11"x17" SCALE: NTS	4	ANT. & RRU GROUNDING / MOUNTING DETAIL	24"x36" SCALE: NTS 11"x17" SCALE: NTS 1





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PLEASANTON, CA 94588

VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598

ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO:	
DRAWN BY:	RF
CHECKED BY:	DW

REV	DATE	DESCRIPTION
B	11/11/2020	100% CD'S FOR REDLINE
A	10/23/2020	90% CD'S FOR REDLINE

NOT FOR CONSTRUCTION

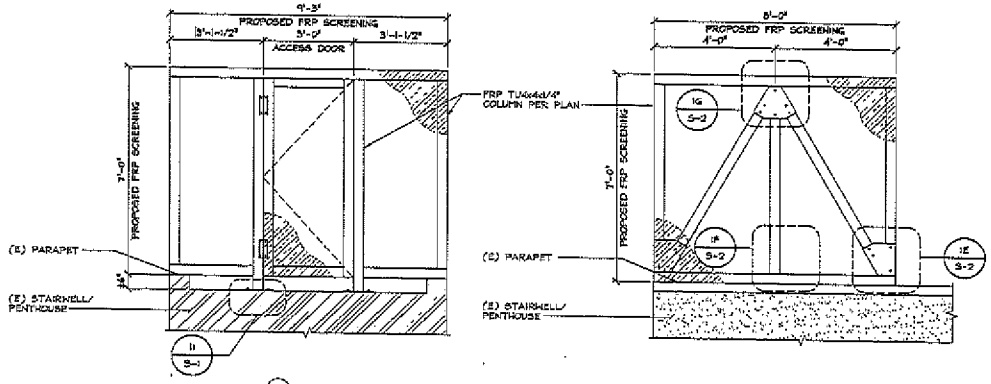
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CNU3950/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

SHEET TITLE
DETAILS

SHEET NUMBER
D-3

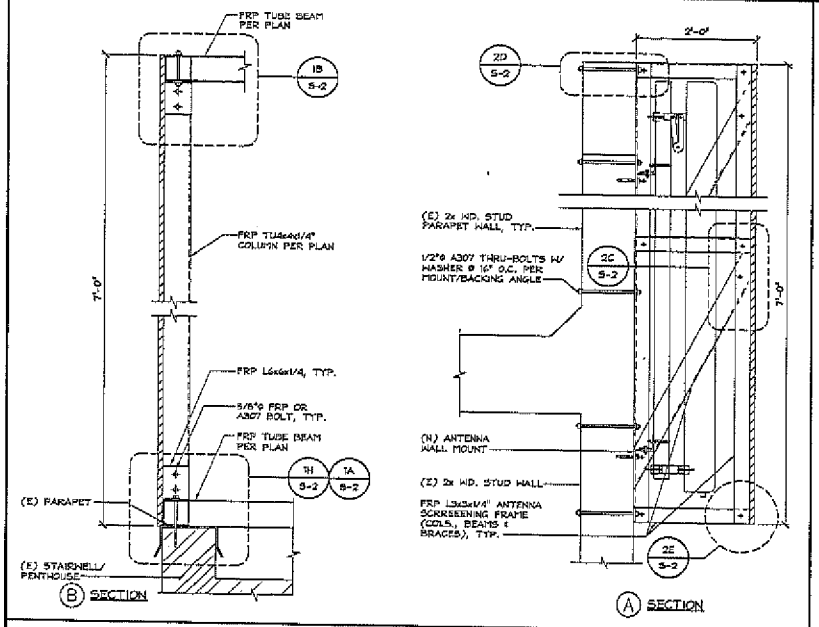
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SCREEN ELEVATIONS

2

24"x36" SCALE: 1/2" = 1'-0"
11"x17" SCALE: 1/4" = 1'-0"

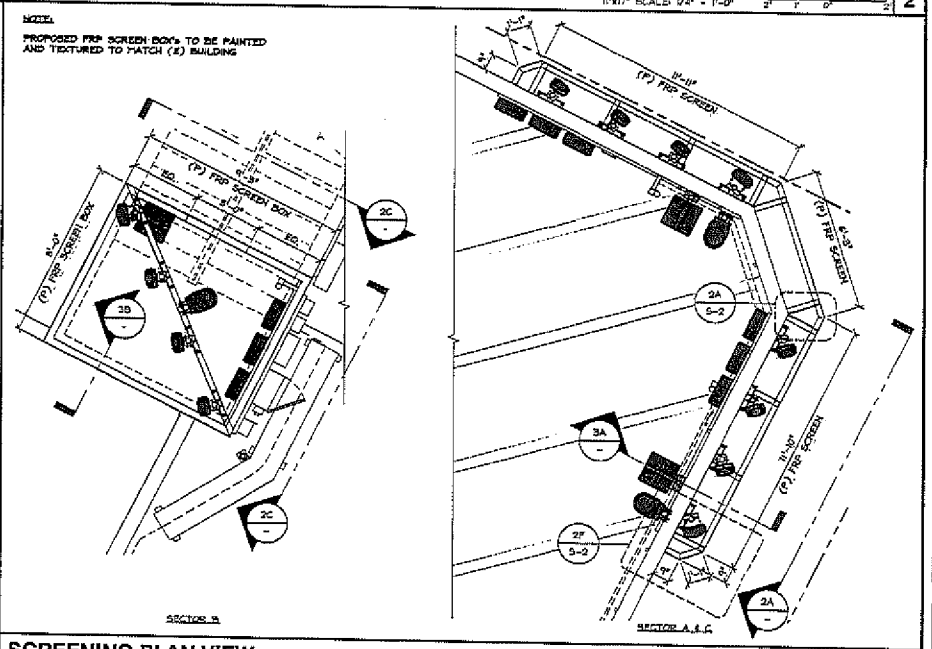


SCREENING SECTIONS

24"x36" SCALE: NTS
11"x17" SCALE: NTS

3

NOTE:
PROPOSED FRP SCREEN BOX's TO BE PAINTED AND TEXTURED TO MATCH (E) BUILDING



SCREENING PLAN VIEW

24"x36" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"

1

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4430 ROSEWOOD DR, BLDG. 43
PLEASANTON, CA 94588

VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598

ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO:	-
DRAWN BY:	RF
CHECKED BY:	DM

REV	DATE	DESCRIPTION
B	3/10/2020	100% CD'S FOR REDLINE
A	10/29/2019	90% CD'S FOR REDLINE

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CNU3950/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

SHEET TITLE
SCREENING DETAILS

SHEET NUMBER
S-1

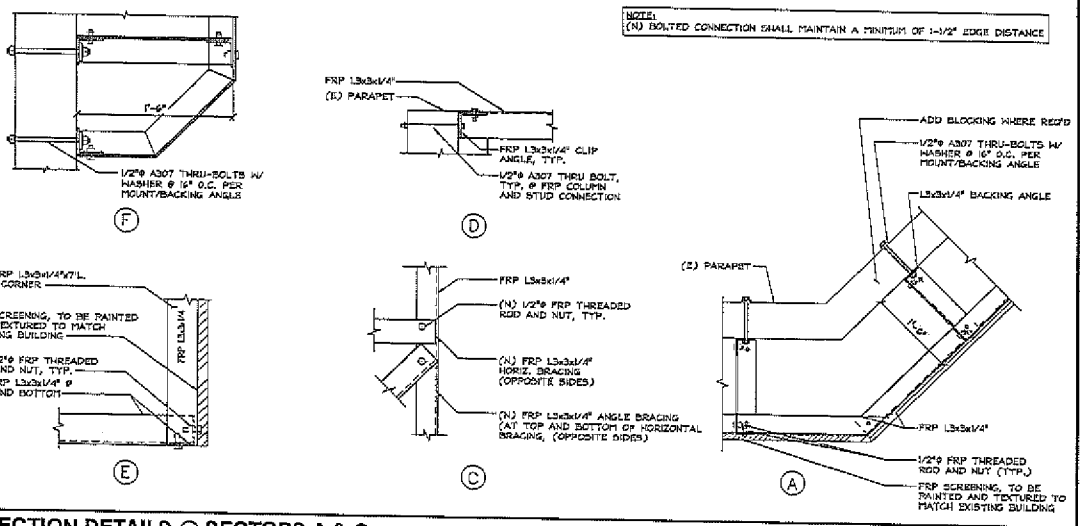
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NOT USED

4 CONNECTION DETAILS @ SECTORS A & C

24"x36" SCALE: NTS
11"x17" SCALE: NTS

2



SCREENING CONST. NOTES

GENERAL REQUIREMENTS

1. CONSTRUCTION SHALL BE IN CONFORMITY WITH THE 2007 EDITION OF THE CALIFORNIA BUILDING CODE (CBC) AND ALL APPLICABLE LOCAL AND STATE CODES AND ORDINANCES.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE PRIOR TO ORDERING ANY MATERIAL AND/OR COMMENCING WORK AND SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT.
3. CONTRACTOR SHALL FULLY PROTECT ALL ADJACENT PROPERTIES BEFORE COMMENCING ANY WORK.
4. CONTRACTOR SHALL PROVIDE BARRICADES AND PEDESTRIAN PROTECTION AS REQUIRED BY STATE AND LOCAL CODES.
5. CONTRACTOR SHALL CONSULT WITH REPRESENTATIVES OF CITY AND UTILITY COMPANIES CONCERNING AVAILABLE FACILITIES BEFORE COMMENCING WORK OR CONNECTING TO SEWER, PIPING OR WIRING, ETC., AND REPORT ANY PROBLEMS TO THE ENGINEER.
6. OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES, AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED BEFORE PROCEEDING WITH THE WORK.
7. CONTRACTOR SHALL INSTALL TEMPORARY TOILETS BEFORE START OF JOB.
8. DRAWINGS TAKE PRECEDENCE OVER SPECIFICATIONS. DETAILED DRAWINGS AND SPECIFICATIONS TAKE PRECEDENCE OVER GENERAL DRAWINGS AND SPECIFICATIONS.
9. TYPICAL DETAILS SHOWN SHALL APPLY WHERE NO SPECIAL DETAIL IS SHOWN.
10. WRITTEN DIMENSIONS, NOT SCALED DIMENSIONS, SHALL BE USED.
11. WHERE A DETAIL, TYPICAL DETAIL, SECTION, TYPICAL SECTION, OR A NOTE IS SHOWN FOR ONE CONDITION, IT SHALL ALSO APPLY FOR ALL LIKE OR SIMILAR CONDITIONS UNLESS NOTED OTHERWISE.
12. TEMPORARY ERECTION BRACING AND SHORING SHALL BE PROVIDED AS REQUIRED ON ALL BEAMS, WALLS, ETC., ADEQUATE TO PROVIDE FULL STRUCTURAL STABILITY AND SAFETY. BRACING SHALL NOT BE REMOVED UNTIL THE ELEMENTS ARE FULLY CONNECTED AND ARE CAPABLE OF SUPPORTING THE DESIGN LOADS. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE
13. RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
14. ALL A.S.T.M. SPECIFICATIONS NOTED ON THE DRAWINGS SHALL BE IN ACCORDANCE WITH THE LATEST ISSUE OF THE A.S.T.M.
15. OBSERVATION VISITS TO THE PROJECT SITE BY THE ENGINEER SHALL NOT BE CONSTRUED AS ANY INSPECTION AS REQUIRED BY CODE.
16. EQUIPMENT WEIGHTS, WHERE SHOWN ON THE STRUCTURAL DRAWINGS, ARE MAXIMUM OPERATING WEIGHTS, INCLUDING CURBS AND ACCESSORIES. THE CONTRACTOR SHALL VERIFY THE EQUIPMENT SPECIFICATIONS AND BRING ANY DEVIATIONS TO THE IMMEDIATE ATTENTION OF THE ENGINEER.

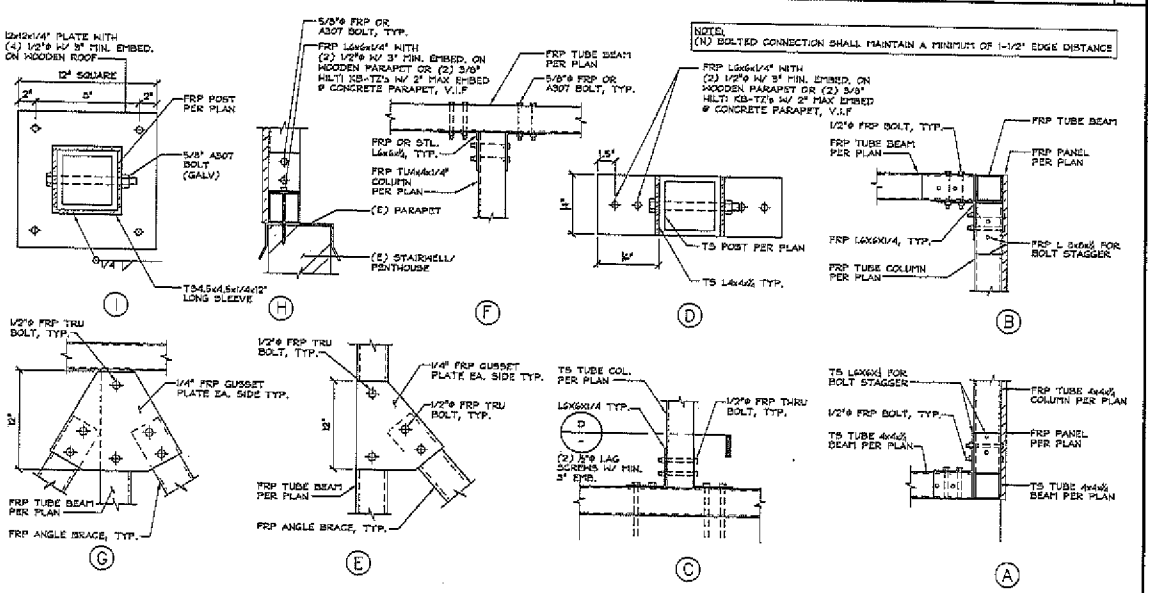
FRP

1. ALL FIBERGLASS STRUCTURAL SHAPES MUST BE FIBERGRATE OR APPROVED EQUAL, AND CANNOT BE PUNCHED OR SHEARED. ALL CUTS INCLUDING BOLT HOLES MUST BE SEALED WITH EPOXY.
2. ALL FIBERGLASS NEEDS TO BE PROTECTED WITH UV COATING, IF EXPOSED TO DIRECT SUNLIGHT.
3. ALL METALLIC PARTS (STRUCTURAL STEEL SHAPES, BOLTS, ETC.) MUST BE KEPT BEHIND THE ANTENNAS.
4. USE ⅝" DIA. FRP THREADED ROD (LARRR2553½) FASTENERS FOR ALL FIBERGRATE CONNECTERS, UNLESS NOTED OTHERWISE. (OR APPROVED EQUAL)
5. MINIMUM FASTENER, EDGE, DISTANCE AND SPACING, UNLESS OTHERWISE NOTED:
   END EDGE DISTANCE = 3 X DB
   SIDE EDGE DISTANCE = 2 X DB
   PITCH (SPACING) = 5 X DB
6. ALL FABRICATED IS GOVERNED BY FIBERGRATE DESIGN MANUAL.
7. FIBERGLASS SKIN IS 2-1/4" THICK WITH FACING ⅜" THICK MIN.
8. FIBERGLASS SKIN FLEXURAL CAPACITY = 800 LB-IN / FT MIN.
9. BOND (CHEMICAL OR MECHANICAL) BETWEEN FIBERGRATE AND FIBERGLASS SKIN TO BE SUFFICIENT FOR THE MATERIALS TO ACT COMPOSITELY.

3 CONNECTION DETAILS @ SECTOR B

24"x36" SCALE: NTS
11"x17" SCALE: NTS

1



at&t
4430 ROSEWOOD DR. BLDG. #3
PLEASANTON, CA 94588

VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598

ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO:	-
DRAWN BY:	RF
CHECKED BY:	DW

REV	DATE	DESCRIPTION
B	10/8/2013	100% CD'S FOR REDLINE
A	10/25/2013	100% CD'S FOR REDLINE

NOT APPROVED FOR CONSTRUCTION

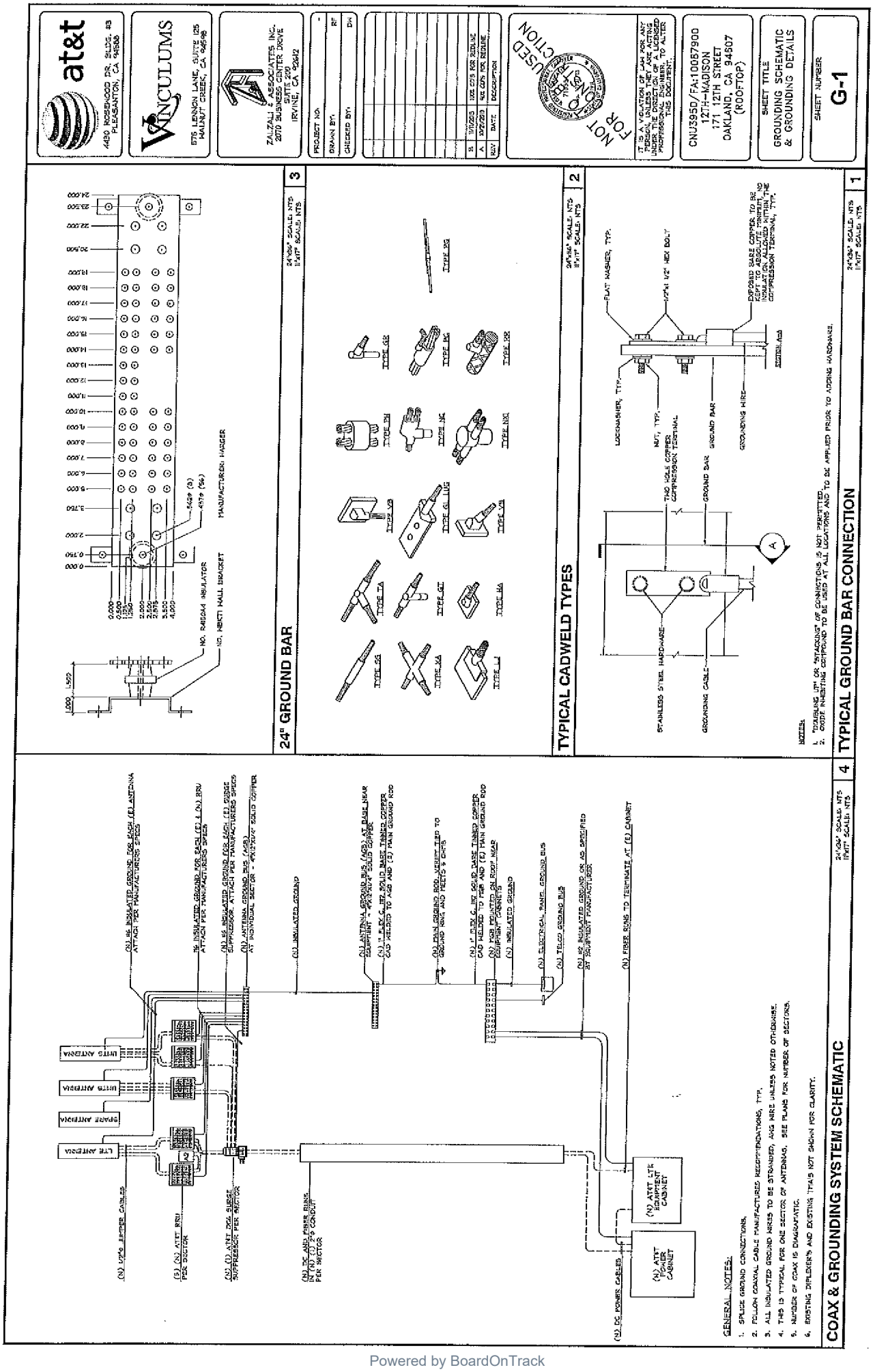
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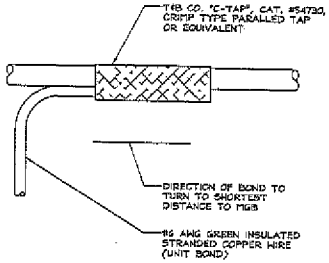
CNU3950/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

SHEET TITLE
SCREENING DETAILS

SHEET NUMBER
S-2

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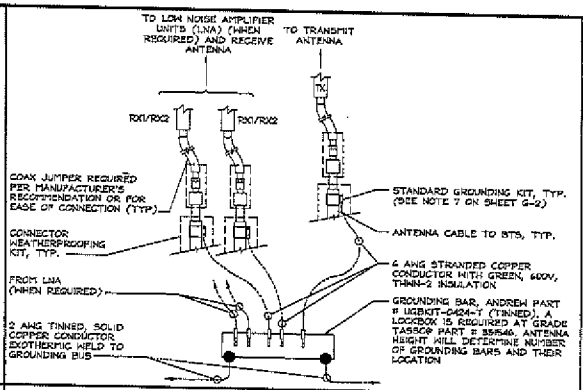

at&t
4430 ROSEWOOD DR, BLDG. #3
PLEASANTON, CA 94588
VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598
ZAI-ZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612
PROJECT NO:
DRAWN BY:
CHECKED BY:
A 9/27/2019 90% CDS FOR REVIEW
NOT FOR CONSTRUCTION
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.
CNU3950/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)
SHEET TITLE
GROUNDING SCHEMATIC & GROUNDING DETAILS
SHEET NUMBER
G-1
24" GROUND BAR
3
TYPICAL CADWELD TYPES
2
TYPICAL GROUND BAR CONNECTION
1
COAX & GROUNDING SYSTEM SCHEMATIC
4
GENERAL NOTES:
1. SPLICE GROUND CONNECTIONS.
2. FOLLOW COAXIAL CABLE MANUFACTURES RECOMMENDATIONS, TYP.
3. ALL INSULATED GROUND WIRES TO BE STRANDED, #6AG WIRE UNLESS NOTED OTHERWISE.
4. THIS IS TYPICAL FOR ONE SECTOR OF ANTENNAS. SEE PLANS FOR NUMBER OF SECTORS.
5. NUMBER OF COAX IS DIAGRAMATIC.
6. EXISTING DIPLEXERS AND EXISTING TMA'S NOT SHOWN FOR CLARITY.



GROUNDING WIRE CONNECTION

24"x36" SCALE: NTS
11"x17" SCALE: NTS

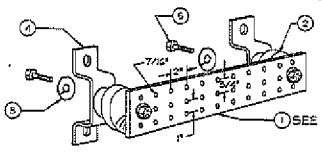
9



GROUNDING BAR CONNECTION

24"x36" SCALE: NTS
11"x17" SCALE: NTS

6



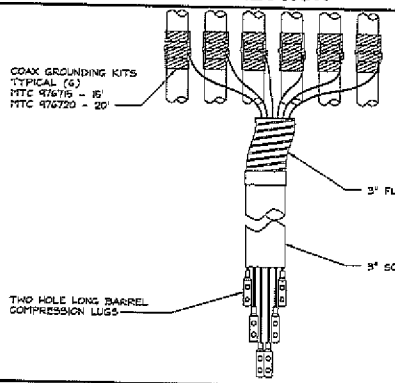
LEGEND:

1. COPPER GROUND BAR, 1/4"X 4"X 20", NEWTON INSTRUMENT CO. CAT. NO. B-6462 OR EQUAL. HOLE CENTERS TO MATCH NEMA DOUBLE LUG CONFIGURATION. (ACTUAL GROUND BAR SIZE WILL VARY BASED ON NUMBER OF GROUND CONNECTIONS.)
2. INSULATORS, NEWTON INSTRUMENT CAT. NO. 3061-A OR EQUAL
3. 5/8" LOCKWASHERS, NEWTON INSTRUMENT CO. CAT. NO. 3015-6 OR EQUAL WALL MOUNTING BRACKET, NEWTON INSTRUMENT CO. CAT NO. A-6056 OR EQUAL
4. 5/8-11 X 1" HHCS BOLTS, NEWTON INSTRUMENT CO. CAT NO. 3012-1 OR EQUAL
5. INSULATORS SHALL BE ELIMINATED WHEN BONDING DIRECTLY TO TOWER/MONOPOLE STRUCTURE. CONNECTION TO TOWER/MONOPOLE STRUCTURE SHALL BE PER MANUFACTURERS RECOMMENDATIONS

GROUNDING BAR DETAIL

24"x36" SCALE: NTS
11"x17" SCALE: NTS

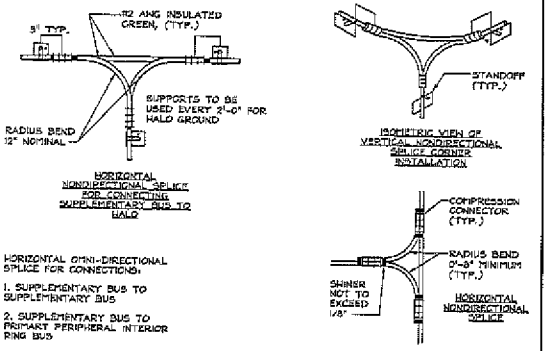
3



COAX GROUND KIT

24"x36" SCALE: NTS
11"x17" SCALE: NTS

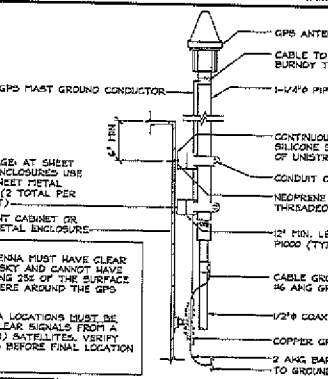
8



HALO GROUND (INDOOR RING)

24"x36" SCALE: NTS
11"x17" SCALE: NTS

5



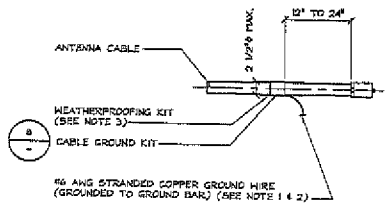
NOTES:

1. LOCATION OF ANTENNA MUST HAVE CLEAR VIEW OF SOUTHERN SKY AND CANNOT HAVE BLOCKAGES EXCEEDING 25% OF THE SURFACE AREA OF A HEMISPHERE AROUND THE GPS ANTENNA
2. ALL GPS ANTENNA LOCATIONS MUST BE ABLE TO RECEIVE CLEAR SIGNALS FROM A MINIMUM OF FOUR (4) SATELLITES. VERIFY WITH HANDHELD GPS BEFORE FINAL LOCATION OF GPS ANTENNA.

GPS ANTENNA GROUNDING DETAIL

24"x36" SCALE: NTS
11"x17" SCALE: NTS

2



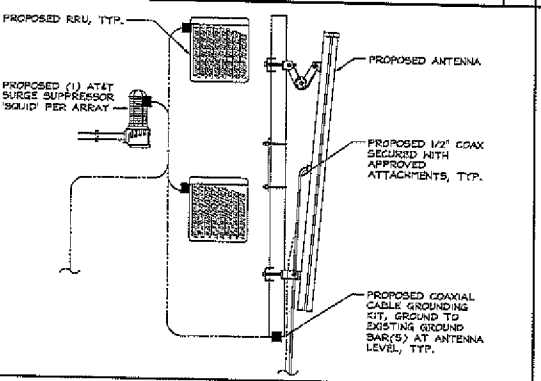
NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR
2. GROUNDING KIT SHALL BE ANDREW SUREGROUND TYPE KIT WITH TWO-HOLE LUG
3. WEATHER PROOFING SHALL BE ANDREW TWO-PART TAPE SUPPLIED WITH KIT. COLD SHRINK SHALL NOT BE USED

CABLE GROUND KIT DETAIL

24"x36" SCALE: NTS
11"x17" SCALE: NTS

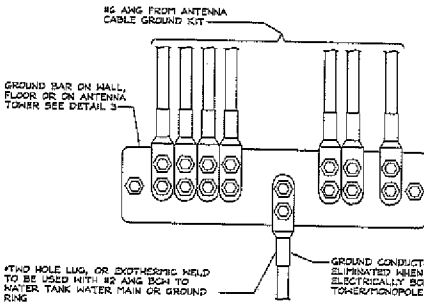
7



ANTENNA/RRU GROUNDING

24"x36" SCALE: NTS
11"x17" SCALE: NTS

4



*... GROUND BARS AT THE BOTTOM OF TOWERS/MONOPOLES SHALL ONLY USE EXOTHERMIC WELDS.

WIRE TO GROUND BAR CONNECTION

24"x36" SCALE: NTS
11"x17" SCALE: NTS

1

at&t
4430 ROSEWOOD DR. BLDG. #3
PLEASANTON, CA 94588

VINCULUMS
575 LENNON LANE, SUITE 125
WALNUT CREEK, CA 94598

ZALZALI & ASSOCIATES INC.
2070 BUSINESS CENTER DRIVE
SUITE 200
IRVINE, CA 92612

PROJECT NO:	-
DRAWN BY:	RF
CHECKED BY:	DN

REV	DATE	DESCRIPTION
B	8/31/2020	100% CD'S FOR REDLINE
A	07/21/2020	90% CD'S FOR REDLINE

NOT TO BE USED FOR CONSTRUCTION

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

CNU3950/FA:10087900
12TH-MADISON
171 12TH STREET
OAKLAND, CA 94607
(ROOFTOP)

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G-2

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MICROCELL SITE LEASE

SITE NAME: WELLS FARGO PLAZA
SITE NO: G050

This **MICROCELL SITE LEASE** is dated as of June 30, 1997, between **BAY AREA CELLULAR TELEPHONE COMPANY**, a California general partnership, doing business as Cellular One ("CellularOne") having its principal place of business at 651 Gateway Blvd., Ste. 1500, South San Francisco, CA 94080, Attn. Director, Systems Development, and **BARCLAYS PLAZA ASSOCIATES**, a California limited partnership ("Lessor"), having its principal place of business c/o Moyer Realty Company, 1000 Marina Village Parkway, Suite 110, Alameda, CA 94501.

1. **The Site.** Lessor is the record owner of a building (the "Building") constructed on that certain parcel of real property located in the State of California, County of Alameda, City of Oakland commonly known as 171 12th Street also known as Assessor's Parcel No. 002-0081-003 and for which a legal description is attached as Exhibit A (the "Site").

2. **Lease of the Premises.**

(a) **Premises.** Lessor hereby leases to CellularOne and CellularOne leases from Lessor that portion of the Site generally described as follows: approximately fifty (50) square feet of space on the roof of the Building for placement of CellularOne's communications equipment cabinet and space on the northeast corner of the Building at an elevation of approximately thirty-seven feet (37) above ground level for the placement of up to two (2) cellular telephone antennas (collectively the "Premises") as shown for legal purposes in attached Exhibit B.

(b) **CellularOne Improvements.** Following the Commencement Date (defined herein), CellularOne shall have the right to construct the MicroCell Site (defined herein) in substantial conformance with the plans attached as Exhibit B which are hereby approved for construction by Lessor. CellularOne shall obtain all necessary governmental approvals and permits prior to commencing construction and shall provide Lessor with notice prior to the start of construction. All CellularOne contractors and subcontractors shall be duly licensed in the state of California.

3. **Rent.**

(a) **Base Rent.** CellularOne shall pay to Lessor as rent the sum of Eight Hundred Dollars ($800.00) per month, due and payable on the first day of each month, in advance, commencing on the Commencement Date and continuing during the term.

(b) **Utility Charge.** CellularOne shall install separate utility meters or submeters at the Premises and, when permitted by the serving utilities, shall be responsible directly to the serving utilities for all utility service required for CellularOne's use of the Premises. In the event utilities are provided by Lessor, CellularOne shall pay to Lessor the cost of utility service provided to the Premises and attributable to CellularOne's use ("Utility Charge"). Calculation of the actual Utility Charge due shall be made jointly by Lessor and CellularOne, and, if they cannot agree, by an arbitrator reasonably acceptable to both parties.

(c) **Administrative Fee.** With each payment of rent CellularOne shall also pay to Lessor an administrative fee of Two Hundred Dollars ($200.00). The monthly rental payment and administrative fee are herein together referred to as the "Lease Payment".

(d) **Initial Payment.** Notwithstanding the provisions of Paragraph 3(a), on the Commencement Date CellularOne shall pay to Lessor the Lease Payments for the first three months of the Lease Term together with a non-refundable security deposit of One Thousand Dollars ($1000.00).

(d) **Annual Adjustment.** The Lease Payment shall be subject to adjustment on each anniversary of the Commencement Date (the "Adjustment Date(s)") based upon the Consumer Price Index, All Urban Consumers (CPI-U), San Francisco-Oakland-San Jose Area, All items (standard reference base period 1982-84 = 100) published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Index"), in effect on the Commencement Date (the "Beginning Index"). If the Index published most immediately preceding the Adjustment Date in question (the "Adjustment Index") has increased over the Beginning Index, the monthly rent for the period following the Adjustment Date in question and until the next Adjustment Date shall be set by multiplying the Section 3(a) Lease Payment by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index. In no case shall the monthly rent be less than the Section 3(a) Lease Payment and in no case shall the monthly rent increase more than four percent (4%) on any Adjustment Date. If the Index is changed the Index shall be converted in accordance with the conversion factor published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised, such other government index or computation with which it is replaced shall be used.

4. **Term of Lease.** This Lease shall be for an initial term of five (5) years commencing on the Commencement Date. The Lease term will automatically renew on the same terms and conditions at the expiration of the initial term or any subsequent extension term for a total of three (3) optional extension terms of five (5) years each unless CellularOne gives Lessor notice of its intention not to renew any such five year term not less than sixty (60) days prior to the expiration of the then current term.

5. **Commencement Date; Governmental Permits.** The initial term of this Lease shall commence on the day that CellularOne obtains all permits and approvals necessary for CellularOne to be legally entitled to construct a facility for providing cellular telephone services at the Premises (the "Commencement Date"). CellularOne shall notify Lessor in writing of the date on which all such permits and approvals have been obtained. CellularOne shall be permitted to occupy the Premises and commence construction of the MicroCell Site upon receipt of all such permits and approvals and notice to Lessor as required in Section 2.

6. **Use of the Premises.** CellularOne shall use the Premises as one of CellularOne's communications sites (a "MicroCell Site") comprising CellularOne's system (the "System") for furnishing all cellular telephone, radio and telecommunications services to the public that CellularOne is legally authorized to provide during the term of this Lease.

7. **Easement.** Lessor hereby grants to CellularOne for the term of this Lease, an unimpaired, non-exclusive easement in and over the common areas at the Site providing physical access to or from the Premises by personnel, equipment, cables and utilities, including all utility ducts and conduits and any other means by which utilities or communications signals may be delivered to or from the Premises (collectively the "Access Areas). The rights granted to CellularOne herein are for the purpose of installing, constructing, maintaining, restoring,

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replacing, and operating CellularOne's equipment located within or on the Premises or such Access Areas. Such rights shall include the right of ingress and egress, twenty-four (24) hours per day, seven (7) days per week over such Access Areas for access to or from any of CellularOne's equipment. CellularOne will use a key card security system to access to the Premises after regular business hours. Lessor will provide CellularOne with a private code for such system and CellularOne will pay Lessor a Ten Dollar ($10.00)deposit to obtain a key card for such system.

8. Protections Against Interference. CellularOne acknowledges that InterCity Express has an existing antenna on the roof of the Building, and CellularOne agrees not to interfere with said existing antenna provided said antenna is being properly operated within its assigned frequencies and is in compliance with all applicable F.C.C. rules and regulations. Lessor shall provide CellularOne with notice of any proposed installation of communication antennas on the Site. CellularOne shall advise Lessor within ten (10) days receipt of such notice whether CellularOne has determined in good faith that the proposed use will cause interference with CellularOne's operation of the System. Lessor will not grant rights to any party for use of the Site, nor materially modify its use of the Site, if such new use would interfere with CellularOne's operation of the System or diminish the superiority of CellularOne's signal quality for the area serviced by the MicroCell Site. Any future lease of the Site which permits the installation of communication equipment shall be conditioned upon not interfering with CellularOne's operation of the MicroCell Site.

9. Damage, Destruction and Condemnation. If the Premises are: (a) wholly damaged or destroyed so that all of the Premises are rendered unusable as a MicroCell Site then upon either party's election and thirty (30) days notice to the other party, this Lease shall terminate and CellularOne shall be liable for the rent only up to the time of such destruction; but (b) if only partially damaged or destroyed and still usable as a MicroCell Site (or if the Lease is not terminated pursuant to 9(a), Lessor shall, within a reasonable time, repair the Premises with a reduction of rent from the time of such partial destruction until the Premises are again fully usable by CellularOne. A decision whether destroyed Premises (or condemned Premises) are still usable as a MicroCell Site, shall be made by CellularOne and Lessor and, if they cannot agree, by an arbitrator acceptable to both parties. The foregoing notwithstanding, CellularOne may re-occupy the Premises for operation of the MicroCell Site for the remainder of the term if the Premises are re-built within eighteen (18) months of any such damage or destruction. If all or part of the Premises is taken by condemnation and are no longer usable as a MicroCell Site, this Lease shall terminate unless CellularOne's equipment and improvements can be relocated to another position at the Site acceptable to Lessor and CellularOne.

10. Need to Prevent Unsupervised Access. Lessor shall never access or disturb CellularOne's antennas or equipment. In case of emergency requiring Lessor access to CellularOne's equipment, Lessor shall first call CellularOne's Network Management Center at (800)481-9500.

11. Termination. Lessor may terminate this Lease upon the occurrence of any of the following: (a) failure by CellularOne to pay rent when due if such failure shall continue for more than ten (10) days after notice to CellularOne of such failure; or (b) failure by CellularOne to comply with any material term, condition or covenant of this Lease, other than the payment of rent, if such failure is not cured within thirty (30) days after written notice to CellularOne, or in the event of a cure which requires in excess of thirty (30) days to complete, if CellularOne has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion. CellularOne may terminate this Lease because upon the giving of thirty (30) days' written notice if: (a) CellularOne fails to obtain or loses any necessary permits, approvals or orders and is thereby unable to use the Premises as a MicroCell Site; (b) CellularOne determines at any time that the Site is not appropriate for locating CellularOne's communication equipment; or (c) Lessor fails to comply with any term, condition or covenant of this Lease and does not cure such failure within thirty (30) days of CellularOne's notice or in the event of a cure which requires in excess of thirty (30) days to complete, if Lessor has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion. CellularOne shall have the right to cure any default by Lessor following such notice and cure period and to deduct the cost of such cure from rent upon presentation of an accounting of such costs to Lessor.

12. Warranties and Covenants of CellularOne. CellularOne warrants and covenants that for the term of this Lease, CellularOne shall maintain comprehensive general liability insurance, with a single combined limit of $1,000,000, insuring against claims arising out of and in connection with CellularOne's use or occupancy of the Premises. Said policy shall name Lessor as an additional insured and shall contain cross liability endorsements. CellularOne shall also maintain insurance for perils usual to a standard "all risk" insurance policy on all its equipment, personal property, fixtures, tenant improvements and alterations in, on or about the Premises. CellularOne shall furnish Lessor with a certificate indicating the applicable coverage, upon request.

13. Warranties and Covenants of Lessor. Lessor warrants and covenants that: (a) Lessor has legal right to possession of the Premises and the power and the right to enter into this Lease and that CellularOne, upon the faithful performance of all of the terms, conditions and obligations of CellularOne contained in this Lease, shall peaceably and quietly hold and enjoy the Premises upon the terms, covenants and conditions set forth in this Lease throughout the term of this Lease; (b) Lessor shall deliver the Premises to CellularOne clean and free of debris on the Commencement Date and shall maintain the Site in a manner which will not interfere with CellularOne's use of the Premises as a MicroCell Site; (c) Lessor shall make available to CellularOne at the Premises, all presently existing utility services required by CellularOne for purposes of the operation of CellularOne's equipment at the Premises, provided that CellularOne may at its own expense install any additional utilities service facilities which are so required; (d) Lessor shall maintain at its expense throughout the term of this Lease a policy of property insurance for perils usual to a standard "all risk" insurance policy in an amount equal to the full replacement cost of the Building and all improvements now or hereafter located on the Site, excepting CellularOne's fixtures, equipment, personal property, tenant improvements and alterations; and (f) CellularOne shall have access to the Premises from the nearest public way at all times.

14. Title To and Removal Of CellularOne's Equipment; Surrender. Title to CellularOne's equipment, and all improvements installed at and affixed to the Premises by CellularOne shall be and shall remain the property of CellularOne. CellularOne may, at any time, including any time it vacates the Premises, remove CellularOne's equipment, fixtures, and all of CellularOne's personal property from the Premises. Upon termination of this Lease, CellularOne shall remove the equipment and improvements installed at the Premises by CellularOne and shall surrender the Premises in as good order and condition as when first occupied by CellularOne, wear and tear and damage by fire or other casualty excepted. The foregoing notwithstanding, CellularOne shall not be required to remove any structural improvements made to the Site or the

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Premises in order to provide sufficient support for CellularOne's equipment and antennas.

15. Holding Over. If CellularOne holds over after this Lease has been terminated, the tenancy shall be month-to-month, subject to the provisions of this Lease.

16. Notices and Other Communications. Notices required by this Lease shall be delivered by (i) personal delivery (including delivery by overnight courier service which obtains confirmation of receipt) or (ii) postage prepaid return receipt requested certified mail, addressed to the party for whom intended at the addresses appearing in the first paragraph above or such other address as the intended recipient may designate by written notice. A copy of each notice to CellularOne shall be sent to: Paul Albritton, Mackenzie & Albritton, One Post St., Ste. 500, S.F., CA 94104.

17. Mutual Release; Waivers Of Subrogation. The parties release each other, and their respective authorized representatives, from any claims for damage to the Premises and the Building and other improvements in which the Premises are located, and to the fixtures, personal property, tenant improvements, and alterations of either Lessor or CellularOne in or on the Premises and the Building and other improvements in which the Premises are located that are caused by or result from risks insured against under property insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by any risks insured against under any insurance policy required by this Lease.

18. Confidential Information. In connection with this Lease, and Lessor's access to the Premises, CellularOne has or will disclose to Lessor certain information which is non-public, confidential and/or proprietary in nature, including, without limitation, CellularOne equipment specifications, the terms and conditions of this Lease, including rent, and any studies or documents prepared in connection with this Lease, all of which are referred to herein as "Confidential Information". Lessor shall not disclose Confidential Information to any third party without the express written authorization of CellularOne; except (a) as required by law, (b) in confidence, to legal counsel, technical consultants, financing sources, prospective purchasers of the Site, and brokers, appraisers and financing sources involved in a sale and purchase of the Site with a "need to know"; or (c) regarding the enforcement of this Lease. A breach or threatened breach of this covenant will result in irreparable and continuing damage to CellularOne without adequate remedy at law which Lessor agrees shall entitle CellularOne to injunctive relief and/or a decree of specific performance, and all other relief legally available to CellularOne.

19. Waivers; Written Agreement to Govern; Attorneys' Fees. Any waiver of any right under this Lease must be in writing and signed by the waiving party. This Lease is the entire understanding between the parties relating to the subjects it covers. The prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such action or proceeding from the other party.

20. Further Assurances. In addition to the actions specifically mentioned in this Lease, the parties shall each do whatever may be reasonably necessary to accomplish the transactions contemplated by this Lease including, without limitation, execution of all applications, permits and approvals required of Lessor for construction of the MicroCell Site by CellularOne; cooperation in obtaining Non-Disturbance Agreements from holders of senior encumbrances on the Property; execution of IRS Form W-9; and a Memorandum of this Lease in a form appropriate for recording in the county in which the Premises are situated.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first set forth above.

CELLULARONE: BAY AREA CELLULAR TELEPHONE COMPANY, a California general partnership

By: **CMT Partners,** a Delaware general partnership, its general partner

By: Glenn T. Umetsu

Title: Vice President of Engineering & Operations

Printed Name: Glenn T. Umetsu

LESSOR: BARCLAYS PLAZA ASSOCIATES, a California limited partnership

By: Terence W. Moyer

Terence Moyer, general partner

Federal Tax ID. No: 94-2646595

SCHEDULE OF EXHIBITS: (a) Exhibit A (the "Site"); (b) Exhibit B (the "Premises"); IRS Form W-9

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EXHIBIT A

LEGAL DESCRIPTION:

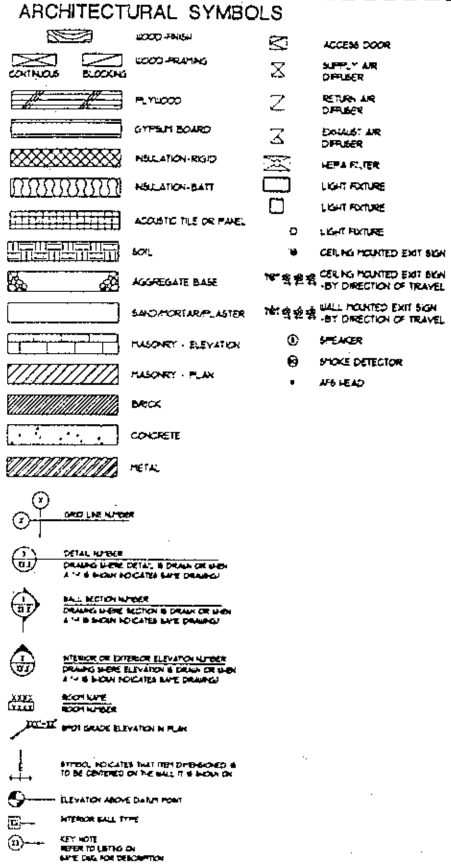
Real property in the City of Oakland, County of Alameda, State of California, described as follows:

Lots 10 to 18, inclusive, and the eastern .29 feet of Lot 9, Block 164, Kellersberger's Map of Oakland, filed September 2, 1853, Map Book 1, Page 21, Alameda County Records, described as follows:

Beginning at the point of intersection of the southern line of 12th Street with the western line of Madison Street; and thence N. 63° 45' W. along said line of 12th Street, 200.29 feet; thence at right angles S. 26° 15' W. 100 feet; thence at right angles S. 63° 45' E. 200.29 feet to the western line of Madison Street; and thence N. 26° 15' E. along said last named line 100 feet to the point of beginning.

EXHIBIT B

ARCHITECTURAL SYMBOLS



CELLULARONE®

Bay Area Cellular Telephone Company

Cell Site Name:

12TH & MADISON

Cell Site Number:

#G050

Cell Site Address:

171 12TH STREET
OAKLAND, CA

DRAWING INDEX

ARCHITECTURAL

CVR	COVER SHEET
A-1	ROOF PLAN
A-2	EXTERIOR ELEVATIONS

PROJECT DATA

SUMMARY

APN:	XXX
SITE AREA:	EXISTING
ZONING:	XXX
NU CONSTRUCTION:	
BUILDING OCCUPANCY GROUP:	B (TEL. EQUIP.)
PROJECT AREA:	
TEL EQUIP CABINET:	240 SF
TYPE OF CONSTRUCTION:	TEL. EQUIP.
NUMBER OF STORIES:	N/A
FIRE PROTECTION:	N/A

GENERAL NOTES

1. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWINGS.
2. ALL DIMENSIONS ARE TAKEN FROM FACE OF STUD TO F.O.S. UNLESS OTHERWISE NOTED.
3. 24 HOUR MAINTENANCE AND SERVICE ACCESS SHALL BE PROVIDED AND MAINTAINED.

PROJECT DESCRIPTION

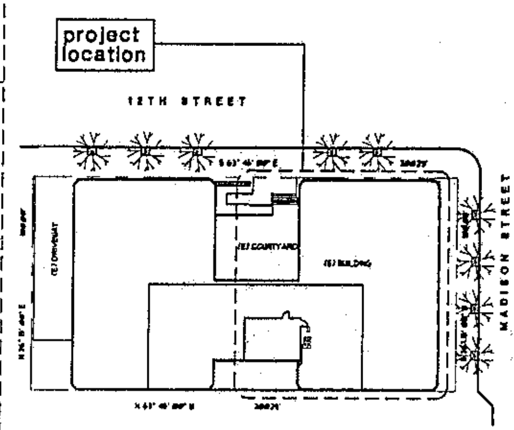
INSTALLATION OF A NON-OCCUPIED TELEPHONE EQUIPMENT SHELTER AND CELLULAR ANTENNAS.

TITLE 24 / ACCESSIBILITY

THE PROPOSED TELEPHONE EQUIPMENT CABINET SHALL BE NON-OCCUPIED. NATURE OF THE OPERATION INVOLVES MAINTENANCE A FEW TIMES A YEAR. THE USE OF THE EQUIPMENT CABINET IS EXEMPT FROM THE ACCESSIBILITY REQUIREMENTS OF THE CBC CHAPTER & SECTION 1103.1 EXCEPTION 1.

SITE PLAN

NOT TO SCALE



CODES

ALL WORK TO BE IN ACCORDANCE WITH REQUIREMENTS AS STATED IN THE FOLLOWING CODES.

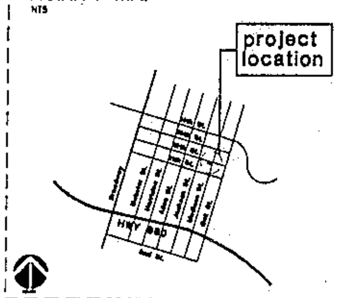
CALIFORNIA BUILDING CODE (UBC)1994
UNIFORM MECHANICAL CODE (UMC)1994
UNIFORM PLUMBING CODE (UPC)1994
NATIONAL ELECTRIC CODE (NEC)1993
NATIONAL FIRE PREVENTION AGENCY (NFPA)

UNLESS OTHERWISE STATED, IT IS INTENDED THAT THE ABOVE CODES AND REGULATIONS REFER TO THE LATEST EDITION OR REVISION IN FORCE ON THE DATE OF THE CONTRACT.

COUNTY CODES: COUNTY CODES AND ORDINANCES
(INCLUDING ANY AND ALL APPLICABLE LOCAL, STATE, FEDERAL LAWS AND REGULATIONS)

VICINITY MAP

NTS



EXISTING CONDITIONS

ALL INFORMATION RELATING TO EXISTING CONSTRUCTION IS GIVEN AS BEING THE BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, AND BUILDING DATUMS AT THE JOB SITE. ANY DISCREPANCIES REQUIRING MODIFICATION TO THE CONSTRUCTION DOCUMENTS SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY. NO MODIFICATIONS SHALL BE MADE BY THE CONTRACTOR WITHOUT APPROVAL FROM THE ARCHITECT.

PROJECT DIRECTORY

CLIENT: CELLULAR ONE

ARCHITECT: TDS ARCHITECTS

ABBREVIATIONS

COPYRIGHT

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THESE DRAWINGS ARE OWNED BY, AND ARE THE PROPERTY OF TDS ARCHITECTS, AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF TDS ARCHITECTS. THESE PLANS ARE NOT TO BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR MANNER WHATSOEVER NOR ARE THEY TO BE ASSIGNED TO A THIRD PARTY WITHOUT WRITTEN PERMISSION AND CONSENT OF TDS ARCHITECTS.

TDS ARCHITECTS
total design solutions

REV NO	DESCRIPTION	DATE
	C-1 PRELIMINARY REVIEW	6/21/91

CELLULARONE®
Bay Area Cellular Telephone Company

Project:
CELLSITE NAME: 12TH & MADISON
CELLSITE ADDRESS: 171 12TH STREET OAKLAND, CA
CELLSITE NO: #G050

COVER SHEET

TDS JOB NUMBER	5100.6
DRAWN	PJR
DATE	6/21/91
SCALE	AS NOTED
SHEET NUMBER	CVR

EXHIBIT B

TDS ARCHITECTS
total design solutions

C-1 PRELIMINARY REVIEW 6/21/17

CELLULARONE
Bay Area Cellular Telephone Company

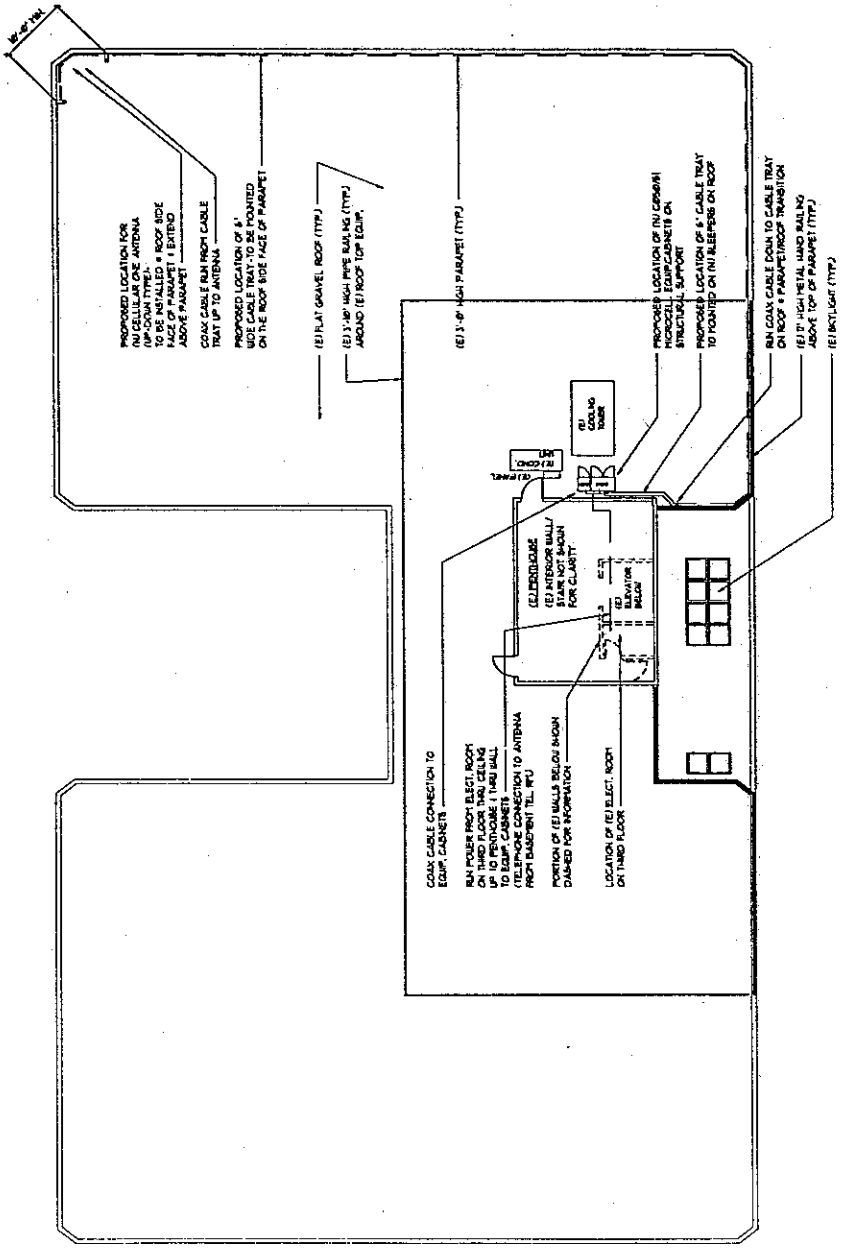
CELLSITE NAME: 12TH/ MADISON
CELLSITE ADDRESS: 371 12TH STREET OAKLAND, CA
CELLSITE NO: #G050

ROOF PLAN

A-1

6/21/17

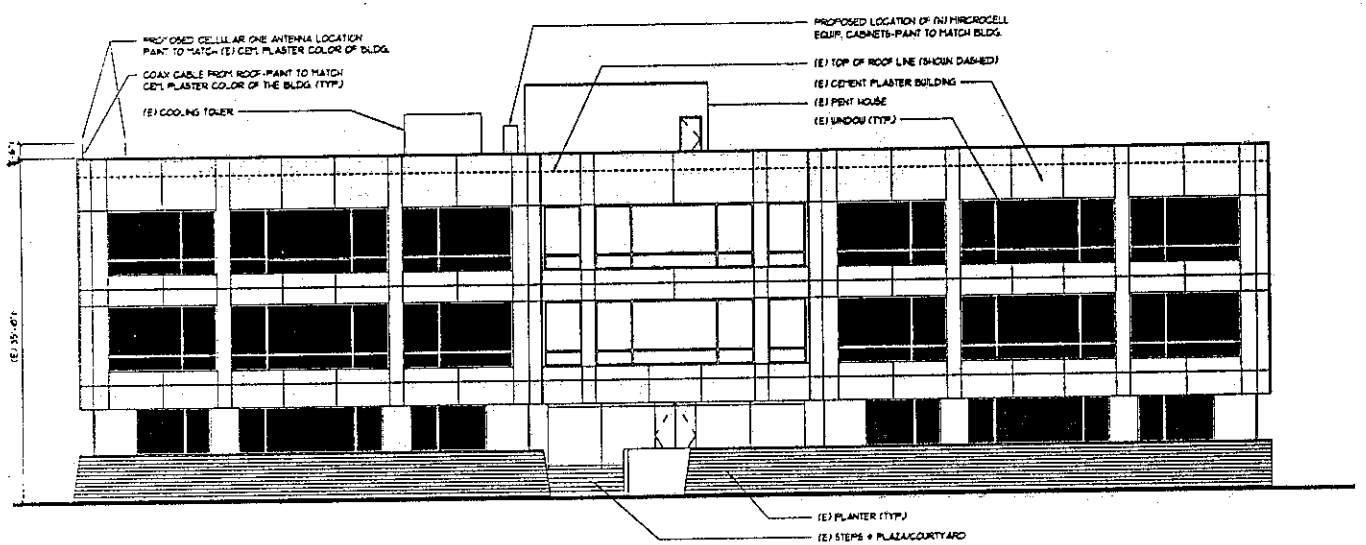
AS NOTED



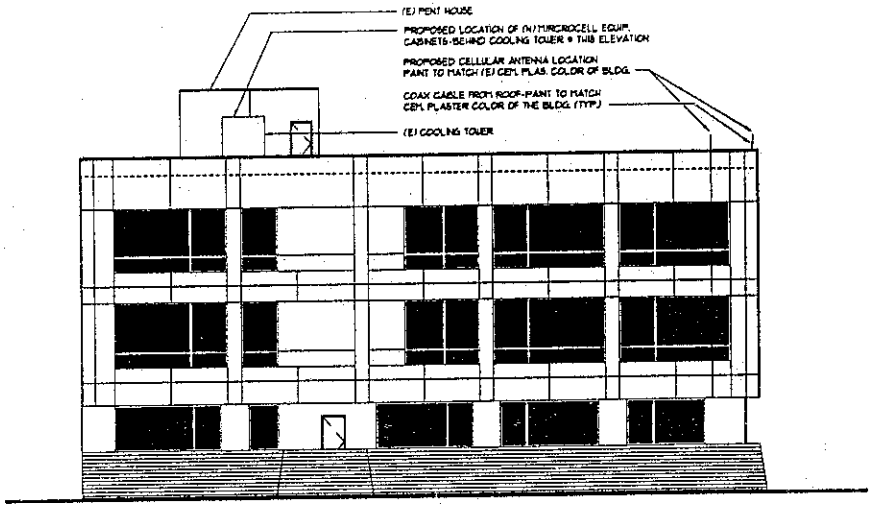
GRAPHIC SCALE

1 ROOF PLAN
SCALE: 1/8"=1'-0"

EXHIBIT B



1 NORTH ELEVATION (FROM 12TH STREET)
SCALE: 1/8"=1'-0"



2 EAST ELEVATION (FROM MADISON STREET)
SCALE: 1/8"=1'-0"

TDS ARCHITECTS
total design solutions

ARCHITECTURE
PLANNING
INTERIOR DESIGN

408 SOUTH FOURTH STREET, SAN JOSE, CALIFORNIA 95112
408-977-0941 FAX 408-977-9144

REV NO	DESCRIPTION	DATE
	C-1 PRELIMINARY REVIEW	6/27/97

CELLULARONE
Bay Area Cellular Telephone Company

Project:

CELLSITE NAME:
12TH/ MADISON

CELLSITE ADDRESS:
171 12TH STREET
OAKLAND, CA

CELLSITE NO:
#G050

ROOF PLAN

TDS JOB NUMBER	97100.16
DRAWN	PJR
DATE	6/27/97
SHEET NUMBER	A-2
SCALE	AS NOTED
CAD FILE NO.	710016A3.DWG

Powered by BoardOnTrack
65 of 128
AIMS K-12 College Prep Charter District - Finance Committee Monthly Meeting - Agenda - Thursday March 12, 2020 at 6:00 PM

AIMS Board Meeting Item Cover Letter

Item: ATM and Cell Tower Rental Contract REview

Presented By: Katema Ballentine, CBO

Staff Recommendation:

This item was requested by Director Eddington to review the timeline for renegotiation of the contacts

Committee Approval: Finance Committee

Total Associated Cost: 0

Included in Budget? N/A

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP? N/A

Which LCAP?

Coversheet

Facility Use Agreement for AIMS

Section:	III. Action Items
Item:	A. Facility Use Agreement for AIMS
Purpose:	Vote
Submitted by:	
Related Material:	AIMS lease 1 year 2.25.20 (1).docx

FACILITIES USE AGREEMENT BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND
AMERICAN INDIAN PUBLIC HIGH SCHOOL
FOR USE OF CLASSROOM SPACE FOR EDUCATIONAL PURPOSES at
746 GRAND AVENUE, OAKLAND, CA 94610

THIS FACILITIES USE AGREEMENT ("Agreement") is effective this __ day of __, 2020 by and between the OAKLAND UNIFIED SCHOOL DISTRICT, a California public school district ("District") and **AMERICAN INDIAN PUBLIC HIGH SCHOOL**, a California non-profit public benefit corporation ("AIPHS" or "Charter School") for use of classroom space for educational purposes for grade(s) **9-12**. District and Charter School may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Charter School is a non-profit public benefit corporation that is operating a charter approved by the Oakland Unified School District under the laws of the Charter Schools Act of 1992 (Education Code §47600 *et seq*.); and

WHEREAS, the District and Charter School enter into this Agreement wherein the District and Charter School mutually agree that the Charter School will occupy classrooms and use facilities (the "Premises"), as particularly described in Exhibit A and located at 746 Grand Avenue, Oakland, CA 94610 (the "School Site") during the 2020-21 school year.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Use of Premises. District agrees to allow use of the Premises at the School Site(s) by Charter School for the sole purpose of operating Charter School's educational program for grade(s) 9-12 in accordance with all applicable federal, state and local regulations relating to the Premises and to the operation of Charter School's educational program, and all associated uses therewith. Charter School shall not use the Premises for any use other than that specified in this Agreement without the prior written consent of District.

1.1. Charter School shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.

1.2. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Charter School shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times.

1.3. Charter School shall not use or permit the use of the Premises or any part thereof for any purpose not consistent with a public educational facility.

1.4. Charter School shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules and ordinances. The charter school shall comply with school district policies regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent variation is approved by the district. However, the charter school need not comply with policies in cases where actual school district practice substantially differs from official policies. Charter School shall comply with District policies and practices regarding Campus Security and Disruptions. Charter School shall comply with the District's most recently published policies and procedures regarding operations and maintenance of the Premises, which are accessible at www.OUSD.org under dropdown menu "Board of Education", "Board Policies." Where the Premises are damaged by the Charter School's invitees and/or guests, and the Charter School's negligence in supervising its invitees and/or guests was a contributing factor, the Charter School's insurance shall be primary for this damage.

1.5. Charter School shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the District's existing insurance rate or affect any fire or other insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises, nor shall the Charter School sell or permit to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance.

1.6. **Civic Center Act**. Charter School agrees to comply with the provisions of the Civic Center Act (Education Code § 38131 *et seq.*) to make the Premises accessible to members of the community. The Parties understand that the Premises are to be used primarily for educational programs and activities and, as such, any use of the Premises by the Community shall not interfere with Charter School's educational program or activities. Any request received by Charter School for use of the Premises pursuant to the Civic Center Act shall be promptly forwarded to the District. District shall be responsible for coordinating access to the Premises under the Civic Center Act, and any fee paid for use of the Premises under the Civic Center Act shall be paid to the District, unless the Charter School under this Agreement bears the responsibility of paying for day-to-day or routine maintenance, in which case the fee shall be paid to the Charter School.

2. Term.

2.1. The term of this Agreement shall be for **one year**. The commencement date shall be July 1, 2020, ("Commencement Date"), and, unless sooner terminated under any provision hereof, this Agreement shall end on June 30, 2021 ("Term"). However, the Parties agree that Charter School shall take possession of the Premises on a date to be mutually agreed upon between the Parties. The Premises will be made available to Charter not later than August 1, 2020.

3. Use Fee

3.1. For and in consideration of the use of the Premises for the Term of this Agreement, Charter School agrees to pay District the 2020-21 Proposition 39 per square foot rate for the 25,913 square feet the Charter School is allocated based on Proposition 39, and two (2) times the 2020-21 Proposition 39 per square foot rates for the additional 2,337 square feet the Charter school is being allocated ("Use Fee").

3.2. The Use Fee shall be paid quarterly during the school year, according to the following schedule: 25% by October 1; 25% by December 1; 25% by March 1; 25% by July 15.

3.3. Utilities

District shall furnish or cause to be furnished to the Premises necessary utilities. For purposes of the Agreement, utilities include electrical, natural gas, sewer, waste disposal/recycling and water services. The District's failure to furnish or cause to be furnished utilities when the failure is caused by (i) acts beyond the reasonable control of the District; (ii) strikes, lockouts, labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, regulations, requirements or any other action by federal, state, county or municipal authority; or (iv) any other unavoidable delay, shall not cause the District to be in default of the Agreement and shall not result in any liability of the District. Charter School shall comply with all District energy conservation policies relating to use of the Premises. Charter School agrees to pay the District the following sums:

64.81% of the total utilities costs for the School Site, as calculated based on the Charter School's proportional square foot usage of the School Site. Charter School will be billed by District and payment will be due in three installments during the school year, according to the following schedule: January 10; May 1; July 15.

3.4. Charter School acknowledges that late payment by Charter School to District of the Use Fee and other sums due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any installment of the Use Fee or any other sum due from Charter School by 4:00 p.m. within ten (10) days after such amount is due, Charter School shall pay to District, as an additional Use Fee, a late charge equal to five percent (5%) of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Charter School. Acceptance of any late charge by District shall in no event constitute a waiver of Charter School's default with respect to the overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

4. **Internet.** The Charter School shall obtain its own internet service and telephone provider and shall assume sole responsibility for obtaining all hardware at its own expense, as well as upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware. Charter School may use any pre-existing T-1 Line located in the Dedicated Space, if any. In the

event Charter School uses a pre-existing T-1 Line, Charter School shall transfer billing of the line to Charter School upon approval from the District's Technology Services Department.

5. **Furnishings and Equipment.** The Charter School may continue to use any District furnishings and equipment previously provided; no additional furnishings or equipment will be provided.

6. **Additional Services.** Charter School and District may negotiate additional services or equipment as requested by Charter School. District shall assess Charter School separately for the cost to provide the additional services or equipment, if any.

7. **Shared School Site and Recreational Facilities.** Charter School acknowledges and understands that the Premises are located in an operating public school site. As such, the School Site and the playgrounds, common areas, recreational facilities and other outdoor play areas (collectively "Shared Space") may be used by other parties, including the District. The District and Charter School shall have priority for use of the School Site over other parties, and shall meet and confer with respect to joint use agreements that are in effect between the District and a third party at the time of execution of this Agreement. Charter School shall cooperate with the other parties and the District in reaching amicable arrangements concerning the use, maintenance and security of the Shared Space. To facilitate cooperative working relationships on shared campuses, the District encourages charter schools and District schools on a shared campus to negotiate terms of their arrangements in advance of the beginning of the school year.

8. **Parking.** Charter School shall abide by District and School Site policies concerning the use of parking, including the District policy relating to the drop-off and pick-up of students. Charter School may instruct its visitors, invitees and guests to park on available street parking. Charter School shall not abandon any inoperative vehicles or equipment on any portion of the School Site. District shall not be liable for any personal injury suffered by Charter School or Charter School's visitors, invitees and guests, or for any damage to or destruction or loss of any of Charter School or Charter School's visitors, invitees, or guests' personal property located or stored in street parking, or the School Site, except where such damage is caused by the District's negligence or misconduct. Charter School accepts parking "as is" and Charter School acknowledges that District has not made and is not making any warranties whatsoever with respect to the parking.

9. **Proposition 39**

9.1. The parties agree that the Charter School's use and occupation of the Premises under this agreement shall constitute an "alternative to specific compliance" with the provisions of Proposition 39 and its implementing regulations under Cal. Admin. Code tit. 5, § 11969.1(b) for the 2020-21 Prop. 39 cycle.

10. **Condition of Premises.**

10.1. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. District shall, however deliver the Premises to the Charter School in compliance with the requirements of the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards. Charter School, and not the District shall be responsible for compliance with the Americans with Disabilities Act, California Fair Employment and

Housing Act, and other applicable building code standards in connection with any modification to the Premises by Charter School after Charter School takes possession of the Premises. By entry and taking possession of the Premises pursuant to this Agreement, Charter School accepts the Premises.

10.2. Charter School acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Premises for Charter School's Program except as set forth herein. Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind the District or Charter School, and District and Charter School expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.

10.3. The Parties agree that if the structural elements of the Premises become damaged to a lesser condition than currently exists, and if the structural damage is due to no negligence of Charter School, then District will repair the damage in order to bring it back to a condition which is similar to the condition which existed at the time Charter School took possession of the Premises. District may, however, terminate this Agreement if the cost to repair the Premises exceeds Two Hundred Fifty Thousand dollars ($250,000) per incident. District may, in its sole discretion, pro-rate the Use Fee during the "repair" period, if the resulting structural damage prohibits Charter School from carrying out its normal daily activities. If District elects not to perform a repair estimated to cost in excess of Two Hundred Fifty Thousand dollars ($250,000), Charter School may elect to remain in possession of the Premises and pay the Pro Rata Share, unless revised through mutual agreement of the Parties, or Charter School may elect to terminate this Agreement. If either District or Charter School terminates this Agreement for just cause as set forth herein, the District shall immediately use its best efforts to immediately provide the Charter School with reasonably equivalent alternative facilities to accommodate its projected in-District ADA for the remaining term of this Agreement.

11. Title to School Site(s) / Classroom Buildings. The Parties acknowledge that title to the School Site and Premises is held by District.

12. District's Entry and Access to Premises. District and its authorized representatives shall have the right, after two school-days' prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of inspection ("Inspection"). However, the District may provide less than two school-days' prior written notice with good cause. Provided, however, that in an emergency situation, no prior notice shall be required. In an emergency, District shall give notice to Charter School immediately upon District's receipt of notification of any emergency. If Charter School is not present to open and permit an entry into the Premises in an emergency situation as reasonably determined by District, District may enter by means of a master key without liability to Charter School.

12.1. If Charter School is violating the use restrictions of the Agreement or is not in material compliance with any applicable law, then all reasonable costs and expenses reasonably and actually incurred by District in connection with any Inspection shall become due and payable by Charter School as additional sums due District, within ten (10) days of presentation by District of an invoice for the Inspection.

12.2. If Charter School fails to perform any covenant or condition to be performed by Charter School pursuant to the Agreement, District and its authorized representative shall have the right, after reasonable prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of performing the covenant or condition at District's option after thirty (30) days' written notice to and failure to perform by Charter School (provided, no written notice is required in the case of emergencies). All costs incurred by District in shall be reimbursed to District by Charter School within ten (10) days of written demand, together with interest at the Interest Rate computed from the date incurred by District until paid. Any performance by District of Charter School's obligations shall not waive or cure the default. All reasonable out-of-pocket costs and expenses actually incurred by District, including reasonable attorneys' fees (whether or not legal proceedings are instituted), in collecting the fees herein or enforcing the obligations of Charter School under the Agreement shall be paid by Charter School to District within ten (10) days of written demand.

12.3. District may, during the progress of such work, keep and store on the Premises all necessary materials, tools, supplies and equipment, but shall do so in a manner designed to limit the inconvenience, annoyance, disturbance, loss of business, or other damage to Charter School. District shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Charter School by reason of making the repairs or the performance of any work.

12.4. Notwithstanding the foregoing and without further notice, District shall have the right to enter the Premises to conduct its own operations, to perform any routine or deferred maintenance, custodial services, or conduct inspections of the Premises. District will use reasonable efforts during the course of any access of the Premises to not disrupt Charter School's classroom and instructional activities consistent with District's practices at its schools. Where practicable, District shall provide relevant scheduling information to Charter School.

12.5. Charter School expressly waives any claim for damages for any inconvenience to or interference with the Charter School's educational program, any loss or use of quiet enjoyment of the Premises related to District's entry into the Premises for the purposes identified in this Section.

13. Surrender of Premises.

13.1. On the last day of the Term, or on sooner termination of this Agreement, Charter School shall surrender in good order, condition, and repair the Premises to District and any existing improvements made by Charter School that were approved by the District, and any structural improvements made by District subsequent to the Commencement Date, excepting normal ordinary wear and tear, and free and clear of all liens, claims and encumbrances, though nothing in this provision shall be construed to authorize Charter School to allow or cause to be placed any liens, claims and/or encumbrances of any kind, unless expressly permitted in this Agreement. This Agreement shall operate as a conveyance and assignment to District of any improvements identified by District to remain on the Premises.

13.2. Charter School shall remove from the Premises all of Charter School's personal property, trade fixtures, and any improvements made by Charter School which Charter School and District agreed would be removed by Charter School. Removal of Charter School's property shall be subject to all applicable laws, including any local permits and/or approval by the California Department of General Services, Division of the State Architect.

13.3. All property that is not removed on or before the end of the Term shall be deemed abandoned by Charter School and associated costs to store, remove or dispose of abandoned property shall be the responsibility of the Charter School. If the Premises are not surrendered at the end of the Term or upon earlier termination of this Agreement, Charter School shall indemnify District against loss or liability resulting from delay by Charter School in surrendering the Premises including, without limitation, any claims made by any succeeding Charter School or loss to District due to lost opportunities to timely obtain succeeding tenants.

13.4. **Holding Over**. If Charter School remains in possession of the Premises or any part thereof after the end of the Term or upon earlier termination of this Agreement without the express written consent of District, Charter School's occupancy shall be a tenancy on a month-to-month basis for a pro rata share equal to one hundred fifty percent (150%) of all monthly sums charged and owing the previous thirty (30) calendar day period.

13.5. No payment of money by Charter School after the termination of the Agreement, or after the giving of notice of termination by the District to the Charter School, shall reinstate, continue or extend the Term.

13.6. **Overallocation of Space**. The Charter School's projected in-District Average Daily Attendance ("ADA") for the 2020-21 school year, upon which the Premises are provided, is 386.25. The Charter School's actual ADA during the term of this Agreement shall not exceed its projected ADA by 10%. The parties agree that the overallocation provisions under the California Code of Regulations, Title 5, section 11969.8 only shall apply to this Agreement.

14. **Taxes and Assessments**. Charter School shall pay any assessment on the Premises, including any improvements which Charter School constructs or causes to be constructed on the Premises, whether real estate, general, special, ordinary or extraordinary, or rental levy or tax, improvement bond, and/or fee imposed upon or levied against the Premises or Charter School's legal or equitable interest created by this Agreement, and the taxes assessed against and levied upon Charter School's alterations and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Premises' address and where the proceeds so generated are applied by the city, county or other local taxing authority having jurisdiction. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Nothing in this Section shall be construed to override the requirement in the Section "Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements" of this Agreement that Charter School obtain the express written consent of the District to perform any improvements on the site, unless expressly permitted by this Agreement.

15. Maintenance.

15.1. Charter School agrees to provide, at its own cost and expense, any and all day to day maintenance and operations for the Premises. Maintenance to be provided by Charter School shall be consistent with the standards set forth in Section 1.4 of this Agreement and shall insure safe and healthful use.

15.2. District shall have no day to day maintenance or repair obligations with respect to the Premises. Charter School hereby expressly waives the provisions of Subsection 1 of section 1932 and sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of District as provided in section 1942 of the Civil Code.

15.3. **Deferred Maintenance**. District shall be responsible for the major maintenance of the Premises. For purposes of the Agreement, "major maintenance" includes, for example, the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. The District shall only be obligated to perform deferred maintenance on the Premises on an equivalent basis as that performed at other comparable District school sites.

Routine Repair, Cleaning and General Maintenance – Co-located School Sites. Notwithstanding Sections 15.1 and 15.2, in cases of co-location between the District and Charter School, District shall be responsible for the routine repair, cleaning and general maintenance of the Premises and any furnishing or equipment provided to Charter School. For purposes of the Agreement, "routine repair, cleaning and general maintenance" shall mean the school facility component work performed on an annual basis each year to keep facilities in proper operating condition. District shall also be responsible for ongoing operations and maintenance of the facilities on the Premises as defined in California Code of Regulations, Title 5, section 11969.4(b). The District shall only be obligated to perform routine repair, cleaning and general maintenance on the Premises on an equivalent basis as that performed at other comparable District school sites. Charter School will be responsible for its fair share of routine repair, cleaning, custodial costs of District provided custodian, and general maintenance costs.

16. Title to and Removal of Charter School's Improvements / Premises; Equipment Requirements.

16.1. Charter School shall not construct or cause to be constructed on the Premises any improvements ("Charter School's Improvements") without express prior written consent from the District. For District consent and approval, Charter School's Improvements must be considered necessary to the operation of Charter School's educational program. The District shall have sole discretion to determine whether or not to provide approval. At the time the District considers the Charter School's request to construct improvements on the Premises, the District will inform the Charter School, in writing, whether it will require the Charter School to remove the Charter School Improvements at the expiration or earlier termination of the Term.

16.2. Charter School shall at its expense obtain all necessary environmental and governmental approvals and permits, including, without limitation, the California Environmental Quality

Act (Government Code section 21000 et seq.) ("CEQA"), the Field Act (Education Code section 17280 et seq.), any other applicable Building Code requirements, the Americans with Disabilities Act of 1990, (42 U.S.C. § 12101 and applicable State law governing access to facilities, as well as any necessary approvals from any local authority including any Site(s), grading, zoning, design review and other required permits or approvals, if applicable, prior to commencing construction and shall provide District with evidence of approval by all applicable governmental agencies. To the extent that the District assumes lead agency status for any "project" under CEQA related to the provision of facilities under this Agreement, Charter School agrees to reimburse the District for any and all reasonable costs and expenses related to achieving compliance with CEQA.

16.3. Any modifications to the Premises must be approved in writing in advance by District. Charter School's contractor must be approved in advance by District, which approval shall not be unreasonably withheld. All contractors and subcontractors of Charter School, if any, shall be duly licensed in the State of California. bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. Charter School must follow all applicable procurement laws with respect to the Eligible Improvements; issue requests for proposals for all projects to obtain competitive pricing; adhere to prevailing wage laws; shall make best efforts to comply with the local hiring requirements in accordance with District Administrative Regulation and Board Policy 7115 ("Capital Program / Construction Related Local, Small Local and Small Local Resident Business Enterprise Program, and Board Policy"); and adhere to all applicable minimum wage requirements. Charter School is encouraged to incorporate Collaborative for High-Performance Schools standards into the design of all improvements made under this Agreement and is encouraged to incorporate all editions of the California Green Building Standards Code.

16.4. Under all circumstances, Charter School must seek and receive approval from the Division of the State Architect for any of Charter School's Improvements if required by DSA.

16.5. Charter School shall not install any ovens, stoves, hot plates, toasters, or similar items (not including microwave ovens) without the prior written consent of the District.

16.6. Charter School shall at all times indemnify and hold District harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures or improvements by, at the direction of, the Charter School within the Premises, and from the cost of defending against such claims, including attorney's fees. Charter School shall provide District with at least ten (10) days written notice prior to commencement of any work which could give rise to a mechanics' lien or stop payment notice. District has the right to enter upon the Premises for the purpose of posting Notices of Non-responsibility. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Charter School shall either:

16.6.1. Record a valid Release of Lien; or

16.6.2. Deposit sufficient cash with the District to cover the amount of the claim on the lien in question and authorize payment to the extent of the deposit to any

subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien-holder claim; or

16.6.3. Procure and record necessary bonds that frees the Premises from the claim of the lien from any action brought to foreclose the lien.

If Charter School fails to accomplish one of these three optional actions within fifteen (15) days after the filing of any lien or stop payment notice, the Agreement shall be in default and shall be subject to immediate termination.

16.7. If required by the District at the time it approved the Charter School's Improvements, on or before the expiration of this Agreement, or within thirty (30) days after any earlier termination of this Agreement, Charter School shall remove Charter School's Improvements, at its sole expense. Charter School shall repair any damage to the School Site and/or the Premises caused by removal of Charter School's Improvements and restore the School Site and the Premises to good condition, less ordinary wear and tear. In the event that Charter School fails to timely remove Charter School's Improvements, District, upon fifteen (15) days written notice, may either (1) accept ownership of Charter School's Improvements with no cost to District, or (2) remove Charter School's Improvements at Charter School's sole expense. If the District chooses to accept ownership of Charter School's Improvements, Charter School shall execute any necessary documents to effectuate the change in ownership of Charter School's Improvements. If the District removes Charter School's Improvements, Charter School shall pay all invoices for the removal of Charter School's Improvements within thirty (30) days of receipt of an invoice.

17. Safety of Premises. The School Site, including the Premises, may be monitored by a safety system or protocol implemented, maintained and operated by District ("District's Safety Measures"). However, Charter School specifically acknowledges, understands, and agrees that District is neither responsible for nor has the obligation to supply, provide, establish, maintain, or operate District's Safety Measures for either Charter School or the Premises, except that the District's police service will be responsible for monitoring and surveying the Premises consistent with its practice for other District school sites, will respond to calls for police presence from the Charter School, and will notify the Charter School, consistent with its policies and protocols for all District schools, if the Premises are broken into, defaced, or damaged or District police are otherwise notified about information related to the Premises. Charter School shall develop a School Safety Plan under Education Code section 47605(b)(5)(F)(ii).

18. Fingerprinting and Criminal Background Verification. Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1.

19. Default.

19.1. **Charter School's Default**. The occurrence of any one of the following events shall be considered a default of the Agreement by Charter School:

19.1.1. The failure of Charter School to promptly pay the Use Fee or other fees or indebtedness identified herein when due hereunder, which failure continues for fifteen (15) days after written notice thereof by District to Charter School; provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the three (3) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

19.1.2. The revocation or non-renewal of the Charter School's charter, upon exhaustion of any appeals as provided under Education Code sections 47605 or 47607;

19.1.3. The failure of Charter School to observe or perform any of its other covenants or obligations hereunder, which failure continues for thirty (30) days after written notice thereof by District to Charter School (unless the nature of the default is such that more than thirty (30) days are required for its cure and Charter School shall have commenced a cure within the thirty (30) day period and thereafter diligently prosecute the same to completion; provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to Charter School); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

19.1.4. Charter School's abandonment of the Premises for a period of fifteen (15) consecutive days (with or without the payment of fees), it being agreed that the fact that any of Charter School's property remains in the Premises shall not be evidence that Charter School has not vacated or abandoned the Premises; provided, however, any normal holidays or vacation days shall not constitute abandonment of the Premises;

19.1.5. The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School or any guarantor of the Agreement of a petition to have Charter School or any guarantor of the Agreement adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Charter School or any guarantor of the Agreement, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School's assets located at the Premises, or of Charter School's interest in the Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Premises or of Charter School's interest in the Agreement, where such seizure is not discharged within thirty (30) days;

19.1.6. The making or furnishing by Charter School of any warranty, representation or statement to District in connection with the Agreement, which is false or misleading in any material respect when made or furnished; or

19.1.7. The assignment, subletting or other transfer, or any attempted assignment, subletting or other transfer, of the Agreement.

In the event of any default by Charter School, District shall have the right, in addition to all other rights available to District under the Agreement or now or later permitted by law or equity, to terminate the Agreement by providing Charter School with a notice of termination. Upon termination of the Agreement, District may recover from Charter School the worth at the time of award of the unpaid Rent and any other accrued fees which are due at the time of termination. In addition, upon termination, Charter School shall immediately vacate the Premises.

The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under the Agreement, at law or in equity.

19.2. **District's Default**. District shall not be in default of any of its obligations hereunder, unless District fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by Charter School to District specifying that District has failed to perform its obligations; provided, however, that if the nature of District's default requires more than thirty (30) days to cure, District shall not be in default if District commences a cure within thirty (30) days and thereafter diligently prosecutes the same to completion. If the District defaults hereunder, then Charter School may have by reason of such default all remedies available at law or equity, which includes the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed.

19.2.1. Charter School shall have no rights as a result of any default by District until Charter School gives thirty (30) days' notice to District specifying the nature of the default. If the District defaults hereunder after receipt of the Charter School's written notice, then Charter School may have by reason of such default remedies including the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed.

20. Reciprocal Indemnification.

District and Charter School hereby agree and acknowledge that the relationship between District and Charter School for purposes of this Agreement is solely a landlord/tenant relationship and not a principal/agent relationship or any other relationship. Charter School is acting on its own behalf in operating from the Premises any school thereon (or any other purpose(s) thereupon) and is not operating as an agent of District. Except where the losses, costs, damages, expenses, and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by District's negligence or misconduct, to the fullest extent permitted by law, Charter School ("Indemnifying Party") shall indemnify, defend, release and protect District, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("Indemnified Party" or "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by Charter School of the Premises (including without limitation, the operation by Charter School of the

School from the Premises), or (ii) in connection with the operations by Charter School at the Premises, including without limiting the generality of the foregoing:

(a) Any default by Charter School in the observance or performance of any of the terms, covenants or conditions of the Agreement on Charter School's part to be observed or performed;

(b) The use or occupancy of the Premises by Charter School of any person claiming by, through or under Charter School or Charter School's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invites, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and

(c) Any claim by a third party that District is responsible for any actions by Charter School in connection with any use or occupancy of the Premises or in any way related to this Agreement.

Except where the losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by Charter School's negligence or misconduct, to the fullest extent permitted by law, District shall ("Indemnifying Party") shall indemnify, defend, release and protect Charter School, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("Indemnified Party" or "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by District of the Premises (including without limitation, the operation by District of operations on the Premises), or (ii) in connection with the operations by District at the Premises, including without limiting the generality of the foregoing:

(a) Any default by District in the observance or performance of any of the terms, covenants or conditions of the Agreement on District's part to be observed or performed;

(b) The use or occupancy of the Premises by District or any person claiming by, through or under District or District's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and

(c) Any claim by a third party that Charter School is responsible for any actions by District in connection with any use or occupancy of the Premises or in any way related to this Agreement.

The provisions of this Section 19 shall survive the expiration or sooner termination of this Use Agreement. An Indemnifying Party shall, upon request by an Indemnified Parties, 2019-2020 Facilities Use Agreement –Facilities Use Agreement Page 14 undertake the defense of any Liabilities threatened or asserted against such Indemnified Party on the following terms and conditions:

(a) Notice of the assumption of such defense ("Notice") shall be delivered to such Indemnified Party within fifteen (15) days after transmittal.

(b) By the Indemnified Party of a request that Indemnifying Party defend such Liability;

(c) Such defense shall be conducted by reputable attorneys retained by Indemnifying Party and approved by the other Party, and with the prior written approval of all the Indemnified Parties against whom such

Liability has been asserted or threatened, which approval shall not be unreasonably withheld, delayed or conditioned, all at Indemnifying Party's sole cost and expense. In the event the interests of Indemnifying Party and any such Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility, the retention of separate counsel for any of the Indemnified Parties involved in the action, Indemnifying Party shall pay all fees and costs charged or incurred by separate counsel chosen by such Indemnified Parties.

(d) Indemnifying Party agrees to promptly notify the other Party of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against Indemnifying Party, or any of the directors, officers, agents or employees of Indemnifying Party, in connection with the matters set forth in this Agreement. The provisions of this Section shall survive the expiration or sooner termination of this Use Agreement.

21. Insurance.

21.1. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District, except that insurance through a Joint Powers Authority shall be deemed sufficient under this Agreement. Charter School shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

21.2. Charter School acknowledges that the insurance to be maintained by District on the School Site will not insure any of Charter School's property or improvements made by Charter School.

21.3. Charter School shall, at Charter School's expense, obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Charter School against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Charter School's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Charter School's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars ($1,000,000) for bodily injury or death and property damage as a result of any one occurrence and Two Million dollars ($2,000,000) general aggregate policy limit. In addition, Charter School shall obtain a products/completed operations aggregate policy in the amount of One Million dollars ($1,000,000). The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Charter School shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

21.3.1. State the coverage is primary and any coverage by District is in excess thereto;

21.3.2. Contain a cross liability endorsement; and

21.3.3. Include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Charter School shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

21.4. During the Term of this Agreement, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the School Site as of the Commencement Date. The District's insurance policy shall be primary in the case of any damage or destruction to the Premises (but not to the Charter School's personal property or alterations or improvements constructed by the Charter School).

21.4.1. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Charter School sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Charter School shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of Charter School (other than based only on the Charter School's occupancy of the Premises) shall be charged to Charter School.

21.5. During the Term, Charter School shall comply with all provisions of law applicable to Charter School with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Charter School's occupancy of the Premises, Charter School shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District. If the insurer does not provide such notice, Charter School shall provide the District with notice of cancellation of coverage as soon as it becomes aware of such cancellation.

22. **Signs.** Charter School may, at Charter School's sole cost, have the right and entitlement to place onsite signs on the Premises to advertise Charter School's educational program, provided Charter School obtains the prior written approval and consent of District. District's approval and consent shall not be unreasonably withheld. Any signs shall be at Charter School's cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of any of Charter School's signs, District agrees to cooperate with Charter School in obtaining any governmental permits which may be necessary. Throughout the Term of the Agreement Charter School shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, Charter School shall remove any signs which it has placed on the Premises and School Site, and shall repair any damage caused by the installation or removal of Charter School's signs.

23. **Notice.** Any notice required or permitted to be given under the Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or email, addressed as follows:

DISTRICT:
Oakland Unified School District
Attn: Office of Charter Schools
1000 Broadway, Suite 398
Oakland, CA 94607
charteroffice@ousd.org

CHARTER SCHOOL:
American Indian Public High School
171 12th Street
Oakland, CA 95607

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

24. **Subcontract, Assignment and Sublease**. Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber the Agreement or sublet all or part of the Premises. Any purported transfer shall be void and shall, at District's election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section.

25. **Joint and Several Liability.** If Charter School is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Charter School hereunder.

26. **Independent Contractor Status**. The Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

27. **Entire Agreement of Parties**. The Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. The Agreement may be amended or modified only by a written instrument executed by both Parties. Nothing in this provision shall be construed so as to limit, nullify, abridge or modify the Charter School's obligations under its Charter, or the its authorizer's oversight authority.

28. **California Law**. The Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of the Agreement shall be maintained in Alameda County.

29. **Compliance with All Laws**.

29.1. Charter School shall at Charter School's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Charter School's use of the Premises or School Site, and shall faithfully observe in Charter School's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations in Charter School's use of the Premises), and all District policies, rules and regulations ("Environmental Laws").

29.2. The judgment of a court of competent jurisdiction, or Charter School's admission in an action or a proceeding against Charter School, whether District be a party to it or not, that Charter School has violated any law or regulation or ordinance in Charter School's use of the Premises shall be considered conclusive evidence of that fact as between District and Charter School. If Charter School fails to comply with any law, regulation or ordinance, District reserves the right to take necessary remedial measures at Charter School's expense, for which Charter School agrees to reimburse District on demand.

29.3. Charter School shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Charter School or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Charter School shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 *et seq*. (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et. seq.* (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et. seq.* (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

29.4. **Notice of Hazardous Substance**. Charter School will promptly notify District in writing if Charter School has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises or School Site in violation of Environmental Laws. Charter School shall promptly provide copies to District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Charter School shall promptly supply District with copies of all notices, reports,

correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration and any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Charter School shall promptly notify District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.

29.5. **Inspection**. District and District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by District, may (but without the obligation or duty to do so), at any time and from time to time, on not less than five(5) business days' notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and Charter School may agree.

29.6. **Indemnification**. Charter School's indemnification and defense obligations in this Agreement shall include any and all Claims arising from any breach of Charter School's covenants under this Section.

30. Attorneys' Fees. If either Party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.

31. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

32. Successors and Assigns. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

33. Counterparts. The Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

34. Captions. The captions contained in the Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.

35. Severability. Should any provision of the Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

36. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

37. Authorization to Sign Agreement. Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Party that the individual is executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.

ACCEPTED AND AGREED on the date indicated below:

American Indian Public High School

_____ _____
By: Date

OAKLAND UNIFIED SCHOOL DISTRICT

_____ _____
Jody London, President, Board of Education Date

_____ _____
Kyla Johnson-Trammel, Superintendent/Secretary, Board of Education Date

APPROVED AS TO FORM

_____ _____
General Counsel's Office Date

Exhibit "A"
DESCRIPTION OF PREMISES AND SITE

The Premises that are being allocated to Charter School shall consist of space located in the room(s) and area(s) as depicted on the attached School Site maps.

Coversheet

EBMUD Notice - Private Sewer Lateral Certificate

Section:	III. Action Items
Item:	B. EBMUD Notice - Private Sewer Lateral Certificate
Purpose:	Vote
Submitted by:	
Related Material:	171 12th st- SEWER LATERAL PROPSAL.docx 12-5-2019 (1).pdf



"OVER 100 YEARS OF SERVICE"

www.ehretco.com
887 71st ave
Oakland ca 94621

General Contractor

December 4th, 2019

Remit to: Jaime Renderos
Contractor's License # 834005
Phone: (510) 528-4292
Fax: (510) 528-8091

Submitted to: TIFFANY TUNG
RE: 171 12TH ST
OAKLAND, CA 94607

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Ehret Plumbing is pleased to submit to you your estimate to replace sewer lateral from building foundation to city main by trenchless pipe burst approximately 40feet with 6" HDPE

#1 Ehret Co will proceed to excavate three holes one by building foundation one on city sidewalk and city main on street.

#2 Ehret Co will pull a new 6" line 6SDR17 approximately 40ft.

#3 Once line is pulled we will proceed to install a new 6" two way clean out by building foundation and city sidewalk with cristy box for future easy access.

#4 Once new sewer line has been installed with new clean out we will proceed to do a air pressure test to assure for no leaks and proceed to call for rough city inspection and EBMUD inspection for compliance certificate.

#5 Once rough inspection and EBMUD inspection has been completed we will proceed to backfill the cleanout areas and city street. Ehret Co will call for compaction test to assure 95% compaction as required by city inspector

#6 Ehret will prep concrete areas by building foundation and city sidewalk to pour new concrete and will proceed to do T-Cut on city street asphalt to patch asphalt

#5 once asphalt and concrete has been completed, Ehret Co will call for final city inspection and will mail out finalized permits and EBMUD compliance certificate

Estimate Labor, Materials, Taxes, City Permit & EBMUD 20yr Certification $14,500.00

Ehret Co. is not responsible for any landscaping.

This estimate is good for 30 days from the date written.

All work to be completed in workman like manner according to standard practices. Any alterations from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

IN THE STATE OF CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors State License board. Any questions concerning a Contractor may be referred to the Register of the Board, Contractors' State License Board, and PO Box 26000 Sacramento, Ca 95826.

WE PROPOSE: To perform the work in accordance with the drawing and specification submitted, and to complete it in a workman like manner according to standard practices for the sum of: as stated above.

PAYMENT TERMS: See payment schedule. Service charge 1.5%Mo./18%APR. All maker endorsers, sureties and guarantors agree to pay all cost of collection, including reasonable attorney's fees.



"OVER 100 YEARS OF SERVICE"

www.ehretco.com
887 71st ave
Oakland ca 94621

General Contractor

ACCEPTANCE OF PROPOSAL: The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing.

WARRANTY:

- **Ehret Co. workmanship & labor are warranted for 1yr & 10 yrs on pipe from manufacture unless otherwise specified (Ehret Co. does not warrant any cloggage on piping only on pipe installation)**
- **All materials supplied by Ehret Co. are covered by manufacturer's written warranty (1yr)**

Payment Schedule

(Please note if using cc to make payments will be an additional 3% charge)

Payable as follows:

1st Payment of $5,075.00-upon signing proposal /starting job

2nd Payment of $5,075.00, upon rough inspection

Final Payment of $4,350.00- upon job complete

Authorize signature_____ Date_____

Acceptance signature_____ Date_____

PROPOSAL

HARRY CLARK PLUMBING & HEATING INC.
3026 BROADWAY OAKLAND, CA 94611
TELEPHONE: 51 0-444-1776
FAX: 510-444-1960
STATE LIC # 792463

bryant®
Heating & Cooling System
Since 1904

PROPOSAL SUBMITTED TO	PHONE	FAX
Aims Charter School	510-604-1785	
STREET	**JOB NAME**	
171 12th Street Ste 300	Clean Out	
CITY, STATE AND ZIP CODE	**JOB LOCATION**	
Oakland , CA 94611	171 12th Ste 300	
ATTENTION	**CELL**	**DATE**
tiffany.tung@aimsk12.org	510-302-1000	12/5/19

We hereby propose to furnish materials and labor necessary for the completion of.

There is no proper clean out to preform lateral inspection in order to preform proper inspection.

Install a 2-way clean out out of madison street to Id Sewer line.

Price $2,200.00

Payment to be made as follows:

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Please See Pricing As Described Above---------- **dollars** ($ ----------

Total due at completion of installation phase or progress billing.

Price Does Not Include Painting, Patching, Sheetrock, Carpentry, Touch-up Repairs, Permit Fee or Processing & Handling Fee.

All materials and labor are guaranteed for a period of no less than one year. **Harry Clark Plumbing and Heating Inc. does not warranty material furnished by others. All work to be completed per specifications using standard practices. Harry Clark Plumbing and Heating Inc. are not responsible for any delays with causes beyond our control. Harry Clark Plumbing and Heating Inc. is properly licensed and insured.**

Authorized Signature frankie Chavarria

Note: This proposal may be withdrawn by us if not accepted within Forty-Five (45) **days.**

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature _____

Signature (Print) _____

Date of Acceptance: _____

Coversheet

Schoolmint Re-enrollment forms

Section: III. Action Items
Item: C. Schoolmint Re-enrollment forms
Purpose: Vote
Submitted by:
Related Material: 15996-American Indian Model Schools-Enrollment-2020.pdf



Proposal for American Indian Model Schools

Prepared For:
Marisol Magana
American Indian Model Schools

Prepared by:
Taryn Moore
SchoolMint, Inc.
Phone: (800) 396-1615

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A Complete School-wide Solution for American Indian Model Schools
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Implementation, Support and Training

The SchoolMint Story

Products Made for Progress

Tools that make any educator more efficient. That put the student experience first. And that build a brighter future for our nation's schools. That's the SchoolMint platform of products.

Products for Strategic Enrollment + Student Behavior Management

From school search to applications, lotteries, registration, and re-enrollment, every stage of the enrollment cycle is easier and more intuitive with our Strategic Enrollment Management products. And with our Student Behavior Management products, tardy management and positive behavior reinforcement are ushering in powerful, positive change across campuses and in the classroom.

SchoolMint offers a SaaS (software as a service) strategic enrollment management platform for PreK-12 charter and district schools. We partner with school systems to transform the enrollment experience for the diverse families they serve, as well as for the school administrators who manage these processes. Over 9,500 schools have selected SchoolMint to streamline all aspects of school choice and enrollment, including outreach & marketing, applications, lotteries, waitlist management, registration, and year-round communications and forms.

Tools for sustainable enrollment management.

Tools that make any educator more efficient. That put the student experience first. And that build a brighter future for our nation's schools. That's the SchoolMint platform of products.

School Finder
A revolutionary enrollment search tool, SchoolFinder allows districts and school networks to shine light on the information families need. Transforming all your school data into one, easy-to-navigate mobile website, SchoolFinder is where families research and make their decision. Ideal for school choice, open enrollment, or magnet school environments, this tool can improve participation, grow community engagement, and drive enrollment.

Application & Lottery Management

An innovative online enrollment platform, Application & Lottery Management greatly simplifies student application gathering. Fair and transparent, this tool was trusted to process over 1.8 million applications in 2018 alone. District and schools use Application & Lottery Management to accurately assign seats and unlock the predictive insights they need to plan ahead.

Re-enrollment & Registration Management

Bring the entire registration process (for new and returning students) into the 21st century with Registration & Re-enrollment Management. By transforming their process online, districts and schools increase access for low-income and minority population while saving time and money.


Retain
• Year-Round Events
• General Forms, Surveys & Communications
• Payments
Outreach
• Enrollment Website
• School Finder
• Interest Tracker
• Outreach Events & RSVPs
REPORTING & INSIGHTS
COMMUNICATIONS
Apply
• Choice, Charter, Magnet & District Applications
• Transfer Requests
• Lottery & Assignments
• Waitlist Management
Register
• Registration Packets, Forms & Payments
• Re-Enrollment

Solution Overview

Achieve Enrollment Goals through More Effective Marketing and Outreach:

- Attract prospective families and track their interest before they even walk in the door
- Easily manage parent outreach and events with automated or scheduled messages and RSVPS
- Access reports to see which outreach and marketing efforts are working to achieve enrollment goals
- Increase public awareness of the strengths of your network and schools

Deliver an Equitable and Transparent Enrollment Experience for Families:

- Support an accessible application process (in up to 20 languages, available on mobile and web)
- Communicate with parents easily through voice, text, & email messaging across multiple devices
- Give parents real-time access to their student's application/waitlist status right from their phones
- Provide a friendly user interface to save parents time and minimize redundant inquiries

Transform Your Lottery, Waitlist, and Offer Assignment Processes:

- Design customized lotteries including complex priorities/preferences & weights by school or grade
- Manage every aspect of your lottery process with transparency, including a complete audit trail
- View dynamically-updated waitlists and send offers to eligible students with the click of a button
- Optimize offer assignments for families applying to and ranking preferences for multiple schools

Streamline Application and Registration Management for School Administrators:

- Create and collect application forms including document uploads, signatures & recommendations
- Improve data integrity and avoid duplicative and incorrect data entry from manual processes
- Reduce costs associated with print, postage, and storage of excess documentation
- Maintain data accuracy with SchoolMint-SIS data integrations

Our Customers



What Our Customers Say

"With SchoolMint during the application phase of enrollment we've really just had a lot of success because we can see exactly who's applying, where they're from, and what grades they are in.

— Kate McCoy | *Executive Director*,
New London Public Schools

"The level of customer service has exceeded my expectations.helped us make the student enrollment process more equitable and accessible."

— Wendi Russell | *CTE Director*,
Vancouver Public Schools

"Our schools are able to better manage the application process from start to finish (because of SchoolMint). Plus, it makes the process significantly easier and more intuitive for our families. I would recommend SchoolMint to any charter management organization."

— Charlie Wolfson | *Director of Project Management*
Alliance College-Ready Public Schools

"We were impressed with the ease with which parents could navigate the SchoolMint system."

— Holly Ferguson |*Chief Policy & Strategy Officer*,
Highline Public Schools

"SchoolMint has helped us make the student enrollment process more equitable and accessible."

— Charles Wilson, *Executive Director, Enrollment & Registration Management,*
Oakland Unified School District

A Complete School-wide Solution for American Indian Model Schools

Thank you for your time and consideration of SchoolMint!'s unparalleled strategic enrollment platform I have enjoyed learning about American Indian Model Schools and your requirements for the project.

I am confident we have the best solution for your needs. Here is an overview of the strategic initiatives we are helping districts address.

Manage the flow of families.

Dashboards show administrators exactly where families are in the process. And with built-in communication tools, they can send families a nudge or deadline reminder through instant text or email notifications.

- Engage with prospective families and track their interest before they even walk in the door
- Easily manage parent outreach and events with automated or scheduled messages and RSVPS
- Access reports to see which outreach and marketing efforts are working to achieve enrollment goals
- Increase public awareness of the strengths of your network and schools

So long paper. And the frustrations that come with it.

Eliminate paper forms by turning all enrollment documents into smart, web-based packets. Easily customizable through our award-winning interface, our smart forms can accommodate even the most complex requirements with intelligent fields and conditional logical. Now, more than ever before, you can deliver a smooth, equitable and transparent experience for your families.

- Support an accessible application process (in up to 20 languages, available on mobile and web)
- Provide a friendly user interface to save parents time and minimize redundant inquiries
- Create and collect application forms including document uploads, signatures & recommendations
- Improve data integrity and avoid duplicative and incorrect data entry from manual processes
- Reduce costs associated with print, postage, and storage of excess documentation
- Maintain data accuracy with SchoolMint-SIS data integrations

The most complex processes, simplified.

Transform lottery, waitlist, and offer assignment processes, and greatly simplify application gathering for families and administrators while simultaneously turning application data into the actionable insights you need.

- Design customized lotteries including complex priorities/preferences & weights by school or grade
- Manage every aspect of your lottery process with transparency, including a complete audit trail
- View dynamically-updated waitlists and send offers to eligible students with the click of a button

- Optimize offer assignments for families applying to and ranking preferences for multiple schools
- Communicate with parents easily through voice, text, & email messaging across multiple devices
- Allow full visibility for families through instant status updates to their student's application/waitlist status right from their phones

The power to plan.

Access reliable data in real-time to accurately assign seats, and unlock the predictive insights you need to plan ahead. For administrators, Application & Lottery Management dashboards generate a granular view of the number of students in each stage of the process. With the conversion funnel, admins can see students, in real time, as they progress through each stage of the enrollment cycle. And they can pinpoint where families fall off or stall.

- Track how many families are progressing through each step of the application process in real time
- Generate reliable, real-time data, analytics, and reports to inform key operational/budget decisions
- Gain insight into recruiting/retaining students at key grade-level transitions (e.g. 8th to 9th grade)
- Improve enrollment outreach & capture shifting population and choice trends earlier in the year

SchoolMint Feature Menu:

Product
Application Management • With a single account, families can submit inquiry forms, applications for multiple children to multiple schools, rank their preference, track application status, respond to offers. Status tracking reporting updated in real time. • Waitlist / Offer Management: Ability to manage waitlists and make offers for any and all school sites/grade levels. • Parent Experience - District Schools, Transfers, & Choice (6:21 minutes) • Application Management & Reporting (8:39 minutes)
Lottery • Ability to build lotteries, manage waitlists and make offers for any and all school sites/grade levels. Includes Open Seat Tracking, Lottery Priorities, and quota management. • Lottery & Assignments (5:29 minutes)
New Student Registration • Ability to build and launch all new student registration forms to families. • Parent Experience - Registration (7:58) • Registration & Re-Enrollment Packets (5:17 minutes) • Registration Management & Reporting (6:03 minutes)
Re-enrollment • Ability to build and launch all re-enrollment forms to returning families. • Registration & Re-Enrollment Packets (5:17 minutes)
Fee Collections* • Ability to collect a one-time fee per packet (ex. Application fee for international schools, field trip fee, athletic fee, etc.) * (4% + $0.30 per transaction fee)
Part of Purchased Package (no additional charge): • Communications (email and text messages out of the box) • Data Analytics and Reporting • Sandbox environment for testing lottery configuration and scenarios • Direct API Level Read/Write integration into (Chalkable, PowerSchool, Aeries) •
School Finder • Customizable school finder website • School Finder & Enrollment Website (3:58 minutes)
Interest Tracker • Tool to capture interest from different marketing outreach methods and report on the outcome of these efforts. • Interest Tracker (5:18 minutes)
General Packets/Year Round Forms

- Ability to launch forms throughout the year to families (ex. Athletic registration forms, field trip forms, summer program enrollment packets, etc.)
- Year-Round Engagement & Retention (6:05 minutes)

Event Management & Appointment Scheduling
- The ability to connect event RSVPs and small group or individual scheduling for appointments.
- Events Management (2:04 minutes)

Language Translation
- SchoolMint's core platform text is available in English and Spanish at no extra charge.
- Additional languages including Arabic, Bengali, Burmese, Cape Verdean Creole, Chinese, French, Haitian Creole, Hindi, Khmer, Korean, Nepali, Portuguese, Russian, Somali, Swahili, Tagalog, Tigrinya, Urdu, and Vietnamese are available at an additional yearly fee.
- Custom translations for content outside of core platform text are charged separately as incurred.

Custom Branding and Landing Page
- Landing page and custom color scheme (CSS)

Print Templates
- Ability to print forms on original PDF docs (see details here)

Voice Calls
- Ability to send robo calls or recorded messages via phone call right from the system

Teacher Recommendations
- Ability to attach teacher recommendation as part of applications, registration , or general year round forms.

Ad Hoc Text Message Pack
- Package of 10,000 additional ad hoc text messages (after a customer has hit their allotted threshold of messages).

*Text messages are subject to usage fees and bands. Please inquire about the plan.

Proposed Pricing

Name	Type	Price	QTY	Subtotal
Re-Enrollment Management - Student Licenses Re-Enrollment Management	Recurring	$2.10	1,300	$2,730.00
SM Direct SIS Integration for Re-Enrollment Support for an integration with PowerSchool, Aeries, Chalkable, or Software Answers to sync Re-Enrollment data from SchoolMint into the SIS	One Time	$0.00	1	$0.00
SM Set-up, Implementation, Training (Virtual)	One Time	$1,092.00	1	$1,092.00

Subtotal	**$3,822.00**
Total	**$3,822.00**

Implementation, Support and Training

Items	Description
Phone Support	8 AM to 5PM CST
Email Support	24/7 (< 24 response time for critical issues)
Dedicated Account Manager	Your account manager will be your main point of contact for initial implementation, training and on-going support
Configuration	Your Implementation fee includes working with your account manager to complete the initial implementation for forms, priorities and lottery rules into SchoolMint. (After the initial implementation is complete and approved, subsequent changes to forms, priorities, etc. will be charged on an hourly consulting basis)
Forms	Your implementation fee includes building up to 15 custom forms based on editable PDFs or Word forms. Your administrators have the ability to build any number of additional forms on their own.
Imports	Your implementation fee includes a yearly import for re-enrolling students. Please note that this only applies to those customers that have purchase our re-enrollment module. Additional imports can be accommodated at an hourly consulting basis
Languages	SchoolMint offers language translation services through a third party provider as a convenience to customers serving families from diverse language backgrounds. These services include core platform and custom translations. **Core platform language translations:** SchoolMint's "core platform" refers to the family-facing text that comes with the product before users in your organization build out custom forms, communications, or other admin-created content. Core platform content is included in your subscription at no additional cost for English and Spanish. For other supported languages including Arabic, Bengali, Burmese, Cape Verdean Creole, Chinese (simplified and traditional), French, Haitian Creole, Hindi, Khmer, Korean, Nepali, Portuguese, Russian, Somali, Swahili, Tagalog, Tigrinya, Urdu, and Vietnamese, customers can purchase access to SchoolMint's core platform content for a flat annual Supported Language Fee. Note that this fee does not include the translation of custom, user-created content (see below). **Custom language translations:** SchoolMint charges an as-incurred Custom Translation Fee, priced per word, for any custom translation requests (including user-created forms, communications, or other content). Because custom translation falls outside the scope of SchoolMint's core platform, it is not automatically included for Spanish or as part of the Supported Language Fees described above. To ensure that families in your organization view all

	SchoolMint content in a particular language, it is essential to translate both core and custom content.
Custom Exports	SchoolMint can build custom exports based on your specifications. Throughout the year, you can request quotes. Total cost is based on your requirements.
Training and Consulting	Your implementation fee includes up to 5 hours of training in your first year conducted by SchoolMint Customer Success team – SchoolMint 101, Communications, Lottery, Registrations and Re-enrollment. Any additional trainings in the first year, or subsequent years is charged at our hourly consulting rate. Access to video and written training materials and webinars will always be available to you.
Hourly Consulting Rate	$150 / hr.

Coversheet

Surplus and Obsolete (Resolution)

Section: III. Action Items
Item: D. Surplus and Obsolete (Resolution)
Purpose: Vote
Submitted by:
Related Material:
RESOLUTION OF THE BOARD OF EDUCATION OF THE AMERICAN INDIAN MODEL SCHOOL S (1).docx
AIMS Board Cover sheet Surplus and obsolete March.pdf

RESOLUTION OF THE BOARD OF EDUCATION OF THE AMERICAN INDIAN MODEL SCHOOLS

Declaring District Personal Property Obsolete, Surplus and Authorizing Disposition Thereof

WHEREAS, the Board of Trustees of American Indian Model Schools has received from the Superintendent of Schools a list of AIMS personal property –i.e., electronic equipment (e-waste), furniture and listed in Exhibit "A" deemed no longer required for school purposes, or that should be disposed of for the purpose of replacement, or that is unsatisfactory or not suitable for school use, collected from or at listed sites; and

WHEREAS, the Superintendent recommends that the Board declare said AIMS personal property listed in Exhibit "A" to be obsolete, surplus and for items to be disposed of pursuant to applicable law,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of American Indian Model Schools hereby declares said AIMS personal property listed, presented and approved by the Finance Committee to no longer be required for school purposes, or should be disposed of for the purpose of replacement, or is unsatisfactory or not suitable for school use; and,

BE IT FURTHER RESOLVED that the Board of Trustee authorizes and directs the Superintendent or designee to dispose of each item of the AIMS personal property approved by the Finance Committee and/or by sale, donation to a charitable organization or disposition in the local public dump upon compliance with the provisions of Education Code Sections 17545 and 17546, respectively. PASSED AND ADOPTED by the Board of Trustees the American Indian Model Schools, this 11th day of March, 2020, by the following vote:

AYE:

NAY:

ABSTAIN:

RECUSED:

ABSENT:

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Special Board Meeting of the Governing Board of the American Indian Model Schools held on March 11, 2020.

EXHIBIT A

450 Student Combo Desk/ Tables from Classrooms

25 Teacher Desk from Classrooms

25 Student Individual Desk from Classrooms

AIMS Board Meeting Item Cover Letter

Item: Resolution for Surplus and Obsolete

Presented By: Maurice Williams, Head of High School

Staff Recommendation:

Staff recommends the approval of the surplus/obsolete items from the High School

Committee Approval: Finance Committee

Total Associated Cost: 0

Included in Budget? N/A

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP? N/A

Which LCAP?

Coversheet

Auditor Selection Form

Section: III. Action Items
Item: E. Auditor Selection Form
Purpose: Vote
Submitted by:
Related Material:
Charter School Independent Auditor Selection Form 19-20 (AIPCS).docx
Charter School Independent Auditor Selection Form 19-20 (AIPCS II).docx
Charter School Independent Auditor Selection Form 19-20 (AIPHS).docx
AIMS Board Cover sheet Auditor Selection Form.pdf

ALAMEDA COUNTY
OFFICE OF EDUCATION
L. Karen Monroe, Superintendent

Oakland Unified School District

Independent Auditor Selection Form
Fiscal Year 2019/20

American Indian Public Charter Charter School CDS Code #: **01-61259-6113807**

Each year the State Controller's Office confirms that the county offices of education, school districts, charter schools and certain joint powers entities have arranged for their annual audits.

Please complete the following for the above charter school:

Audit Firm: Eide Bailly

Address: 10681 Foothill Blvd., Ste 300

Rancho Cucamonga, CA 91730

Telephone Number: 909-466-4410

2019/20 Fiscal Year Audit Fee $ 30,200

If a multiple year contract, please state the fiscal years covered and fee for each year:

Fiscal Year	2020/2021	Fee $	30,500
Fiscal Year	2021/2022	Fee $	30,500
Fiscal Year		Fee $	

Date of Charter School Governing Board Approval: March 24, 2020

☐ The District has verified that this firm is authorized to conduct school audits by confirming this firm's name appears on the Certified Public Accountants Directory Service (i.e. CPADS) for Local Education Audits list. http://cpads.sco.ca.gov/

Katema Ballentine
Authorized Charter Representative (Print Name)

Charter Representative's Signature Date

Sponsoring District Representative's Signature Date

Charter Schools: Please complete and return to your sponsoring district representative listed below.
Please return to: **Minh Co** By (date): **March 18, 2020**
Districts: Please complete highlighted areas before sending to the charter. After reviewing and signing, return to ACOE.

PLEASE RETURN BY APRIL 1, 2020 TO SHANNON DOE, DISTRICT BUSINESS & ADVISORY SERVICES, ROOM 348.

ALAMEDA COUNTY
OFFICE OF EDUCATION
L. Karen Monroe, Superintendent

Oakland Unified School District

Independent Auditor Selection Form
Fiscal Year 2019/20

American Indian Public Charter II Charter School CDS Code #: **01-61259-0114363**

Each year the State Controller's Office confirms that the county offices of education, school districts, charter schools and certain joint powers entities have arranged for their annual audits.

Please complete the following for the above charter school:

Audit Firm: Eide Bailly

Address: 10681 Foothill Blvd., Ste 300

Rancho Cucamonga, CA 91730

Telephone Number: 909-466-4410

2019/20 Fiscal Year Audit Fee $ 30,200

If a multiple year contract, please state the fiscal years covered and fee for each year:

Fiscal Year	2020/2021	Fee $	30,500
Fiscal Year	2021/2022	Fee $	30,500
Fiscal Year		Fee $	

Date of Charter School Governing Board Approval: March 24, 2020

☐ The District has verified that this firm is authorized to conduct school audits by confirming this firm's name appears on the Certified Public Accountants Directory Service (i.e. CPADS) for Local Education Audits list. http://cpads.sco.ca.gov/

Katema Ballentine
Authorized Charter Representative (Print Name)

Charter Representative's Signature Date

Sponsoring District Representative's Signature Date

Charter Schools: Please complete and return to your sponsoring district representative listed below.
Please return to: **Minh Co** By (date): **March 18, 2020**
Districts: Please complete highlighted areas before sending to the charter. After reviewing and signing, return to ACOE.

PLEASE RETURN BY APRIL 1, 2020 TO SHANNON DOE, DISTRICT BUSINESS & ADVISORY SERVICES, ROOM 348.

ALAMEDA COUNTY
OFFICE OF EDUCATION
L. Karen Monroe, Superintendent

Oakland Unified School District

Independent Auditor Selection Form
Fiscal Year 2019/20

American Indian Public High School Charter School CDS Code #: **01-61259-0111856**

Each year the State Controller's Office confirms that the county offices of education, school districts, charter schools and certain joint powers entities have arranged for their annual audits.

Please complete the following for the above charter school:

Audit Firm: Eide Bailly

Address: 10681 Foothill Blvd., Ste 300

Rancho Cucamonga, CA 91730

Telephone Number: 909-466-4410

2019/20 Fiscal Year Audit Fee $ 30,200

If a multiple year contract, please state the fiscal years covered and fee for each year:

Fiscal Year	2020/2021	Fee $	30,500
Fiscal Year	2021/2022	Fee $	30,500
Fiscal Year		Fee $	

Date of Charter School Governing Board Approval: March 24, 2020

☐ The District has verified that this firm is authorized to conduct school audits by confirming this firm's name appears on the Certified Public Accountants Directory Service (i.e. CPADS) for Local Education Audits list. http://cpads.sco.ca.gov/

Katema Ballentine
Authorized Charter Representative (Print Name)

Charter Representative's Signature Date

Sponsoring District Representative's Signature Date

Charter Schools: Please complete and return to your sponsoring district representative listed below.
Please return to: **Minh Co** By (date): **March 18, 2020**
Districts: Please complete highlighted areas before sending to the charter. After reviewing and signing, return to ACOE.

PLEASE RETURN BY APRIL 1, 2020 TO SHANNON DOE, DISTRICT BUSINESS & ADVISORY SERVICES, ROOM 348.

AIMS Board Meeting Item Cover Letter

Item: 2020-2021 Auditor Selection Form

Presented By: Katema Ballentine, CBO

Staff Recommendation:

As required by our authorizer, Aims must select an auditor for the 2020-2021 fiscal year and submit the Auditor Selection form by March 18(per our Authorizer). For the 2020-2021 the proposal includes the 2019-2020 Audit, tax reporting and the Measure G1 Audit (New).

Committee Approval: Finance Committee

Total Associated Cost: 30200

Included in Budget? Yes

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP? N/A

Which LCAP?

Coversheet

Authorization of Payroll during school closure

Section:	III. Action Items
Item:	F. Authorization of Payroll during school closure
Purpose:	Vote
Submitted by:	
Related Material:	Payroll information for closure approval.docx AIMS Board Cover sheet Payroll Approval with School closure.pdf

American Indian Model Schools

Payroll Information

Average Payroll

Bi-Weekly Payroll:	$441,165
Monthly Payroll:	$882,329

126 AIMS EMPLOYEES

103 Salaried Employees
11 Hourly Employees
12 Student Workers

AIMS Board Meeting Item Cover Letter

Item: Authorization of Payroll During School Closure

Presented By: Maya Woods-Cadiz

Staff Recommendation:

Staff recommends the approval of the authorization to run payroll during school closures due to the Coronavirus outbreak

Committee Approval: Finance Committee

Total Associated Cost: $220,582 - $441,165

Included in Budget? Yes

Over or Under Budget?

Amount Over/Under Budget?

Included in LCAP? N/A

Which LCAP?

Coversheet

Bay Area Community Resources - Amended Contract

Section:	III. Action Items
Item:	I. Bay Area Community Resources - Amended Contract
Purpose:	Vote
Submitted by:	
Related Material:	Amendment AIMS-BACR.docx

AMENDMENT OF SECTION IV.

AGREEMENT FOR AFTER SCHOOL PROGRAM SERVICES & FUNDING

This Agreement for After School Program Services & Funding ("Agreement") establishes the material terms of the business relationship between Bay Area Community Resources ("BACR") and American Indian Model Schools ("AIMS" or "School") for American Indian Public Charter and American Indian Public Charter School II for the provision of certain educational services (as further detailed below) at the AIMS school site during the 2019-20 school year. BACR and AIMS are each referred to individually as a "Party," and collectively as the "Parties." This Agreement is effective upon execution by representatives of each Party ("Effective Date").

IV. PROGRAM BUDGET AND MANAGEMENT FEE

The budget for the Program at AIMS for the 2019-20 year is $354,764 After School Education & Safety Program (ASES). AIMS will contribute School Day funds of $40,000.

School staff and BACR staff will meet no later than the third Friday of each month in order to review various Program-related matters, including enrollment numbers and Program Fee collections.

At this monthly meeting, BACR will provide AIMS a written report of Program Fees it has collected from the parents of Program participants for the prior month, as well as any overdue Program Fees and late fees for that same month ("Program Fees Report"). In the event that Program Fee collections are below $84,250, AIMS will fund any shortfall, regardless of amount. In addition, AIMS will fund any related late fees not already paid, as described above in Section (II)(C)(6). BACR will invoice AIMS for the shortfall, if any, and payment by the School will be made within thirty (30) days of issuance of BACR's invoice.

For the sake of clarity, the Parties expressly agree that the School (not BACR), shall solely fund any shortfall in collections of Program Fees, whether such shortfall is caused by lower than expected enrollment, non-payment by Program participants, or any other reason. But for this express agreement and commitment by AIMS, BACR would not enter into this Agreement on these terms.

In the event BACR receives payment of any Program Fees after the School has covered the same, e.g., in the event of an exceptionally late payment by Program participant to BACR, then BACR shall report the same to the School as part of the monthly meeting and that amount shall be used to offset any future payment of the Management Fee, so that BACR does not receive double payment at any time.

If enrollment trends over two (2) or more consecutive months indicate more than a 10% change in Program enrollment as compared to the current expected level of 140 participants, then the Parties will meet and confer on proposed changes to Program-related terms, including staffing, student groupings, and the Management Fee on a go-forward basis (i.e., non-retroactive) following execution of any addendum. The Parties will document the results of any such discussions and memorialize any related changes in an addendum to this Agreement.

Effective as of the Date noted above upon signature of both parties.

AMERICAN INDIAN MODEL SCHOOLS	BAY AREA COMMUNITY RESOURCES, INC.
By:_____	By:_____
Its:_____	Its:_____
Printed Name:_____	Printed Name:_____

BACR Initials _____
School Initials _____

Coversheet

Power School Licenses for 2020/2021

Section: III. Action Items
Item: J. Power School Licenses for 2020/2021
Purpose: Vote
Submitted by:
Related Material: PowerSchool Renewal.pdf

150 Parkshore Dr, Folsom, CA 95630
Remit Email: renewals@powerschool.com
FAX: (916) 288-1588
Quote Date: 2/28/2020
Quote #: Q-315469-1

Prepared By:	Aidan Becker	Customer Contact:	
Customer Name:	American Indian Public High School	Title:	
Contract Term:	12 Months	Address:	40925 County Center Dr Ste 110
Start Date:	7/1/2020	City:	Temecula
End Date:	6/30/2021	State/Province:	California
		Zip Code:	92591
		Phone #:	

Product Description	Quantity	Unit	Unit Price	Extended Price
License and Subscription Fees				
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 445.58	USD 445.58
PowerSchool SIS Subscription	1,375.00	Students	USD 7.29	USD 10,023.75
PowerSchool SIS Hosting	1,375.00	Students	USD 4.59	USD 6,311.25

License and Subscription Totals: **USD 16,780.58**

Year One Total	**USD 16,780.58**

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All PowerSchool invoices must be paid within thirty (30) days of the date on the invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf .

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

American Indian Public High School

Signature: 

Printed Name: Gregg Clevenger

Title: Chief Financial Officer
Date: 2-28-2020
PO Number: _____

Signature: _____

Printed Name:_____

Title: _____
Date: _____