City of Puyallup Site License Addendum

Company shall apply to the City for approval of this Site License Addendum by filling out the below form and submitting the form to the City for approval with the applicable Administrative Fee. For each Small Cell Facility, the Company shall fill out a Site License Addendum.

This Site License Addendum ("Addendum"), made this 30th day of November, 2021 (the "Site License Addendum Effective Date") between the City of Puyallup, hereinafter designated the "City" and New Cingular Wireless PCS, LLC, with its principal offices at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 hereinafter designated "Company":

- 1. <u>Addendum</u>. This is a Site License Addendum as referenced in that certain Master License Agreement between The City and Company dated August 14th, 2021 ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Addendum, the terms of this Addendum shall govern. Capitalized terms used in this Addendum shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
- 2. <u>Project Location</u>. Attachment 1 identifies the physical location of the City Pole on which the Site Equipment shall be attached.
- 3. <u>Project Description</u>. Attachment 2 identifies the Site Equipment to be installed on the City Poles and shall include the construction details (e.g. electrical and fiber connections, antennas, radios and accessory components). Company shall provide photo simulations of such Site Equipment attached to the City Poles and a load bearing study. The photo simulations shall include photos indicating the existing City Pole without the Site Equipment and with the proposed Site Equipment attached. If there are any accessory components, for example conduit holding backhaul or electrical, such accessory components shall be depicted in the photo simulations. If City Pole re-enforcement or replacement is necessary, include engineering design and specification drawings demonstrating the proposed alteration to the City Pole. All engineering drawings submitted must be completed and stamped by a registered qualified engineer licensed in Washington State.

4.	<u>Frequencies</u> . Company is authorized by the FCC to use the following frequencies:
5. □ -unde	Backhaul. Backhaul services shall be provided to the Site Equipment as follows: erground fiber □ aboveground fiber □ microwave □ other
and fro	m the following entity:TBD; unknown at time of application
	Usage of City-Owned Conduit. Does the Company request usage of City's streetlight conduit? sage will depend on whether the City has additional space in its conduit and will require a te conduit rental fee. ∃ Yes □ No

Term. The term of this Addendum shall run concurrently with the Agreement and shall

7.

terminate upon the Agreement termination unless earlier terminated by a party consistent with the Agreement.

- 8. <u>Commencement Date</u>. Company shall notify the City upon the installation and operation of its Site Equipment on the City Pole.
- 9. <u>Fees</u>. The Rent and Administrative Fee for the Site Equipment installed pursuant to this Addendum shall be in accordance with Section 6 of the Agreement.
- 10. <u>Counterparts</u>. This Site License Addendum may be signed in counterparts, each of which shall be deemed an original, but all of which will constitute one and the same document.
- 11. <u>Authority</u>. Each individual executing this Site License Addendum represents and warrants that such individual is duly authorized to execute and delivery this Site License Addendum on behalf of the party it represents.

12.	Carrier.	The following third-party wireless carrier's equipment will be located on this City
Pole:		or □ same as Company.

13. <u>Acknowledgment</u>. Company acknowledges that (i) this Site License Addendum is only effective upon the signatures of both parties and (ii) Company shall not have the right to install its Site Equipment on the City Poles until it has received Government Approvals and complied with the requirements (including any insurance or bonding requirements) of such Government Approvals.

EXECUTED to be effective as of the Site License Addendum Effective Date.

CITY OF PUYALLUP:	COMPANY	
By:	By:	_
Name:	Name:	
Title:	Title:	

Exhibits:

Attachment 1 – Physical Location of City Pole

Attachment 2 – Photo Simulations, Description of Site Equipment and Load Bearing Study

Attachment 1 Physical Location of City Pole



INDEX TO SHEETS SHEET COVER SHEET PUYALLUP GENERAL NOTES GENERAL NOTES CONT. LEGEND & CONTACT INFO RF COMPLIANCE RF COMPLIANCE 1A AND BOUNDARY SURVEY PLAN & RESTORATION VIEW TRAFFIC CONTROL PLAN POLE ELEVATIONS POLE ELEVATIONS EQUIPMENT DETAILS & PLUMBING DIAGRAM GROUNDING & SIGNAGE DETAILS STANDARD CONSTRUCTION DETAILS STANDARD CONSTRUCTION DETAILS STANDARD CONSTRUCTION DETAILS STANDARD TRAFFIC CONTROL DETAILS PHOTO SIMULATION

LOCATION MAP

MERIDIAN

AT&T SITE NAME: 27107-WATCM-050-F

PACE #: MRWOR040047

FA #: 14847400

POLE #: T.B.D.

ADDRESS: 709 2ND ST.NW., PUYALLUP, WA 98371

PROPOSED DAS SMALL CELL INSTALLATION

EXISTING POLE ELEVATION - LOOKING NORTHWEST

PUYALLUP PUBLIC WORKS 7 METAL LIGHT POLE TO BE

ENGINEER'S ESTIMATE OF MATERIALS		
QUANTITY	ITEM	
1	NEW POLE - WESTERN 35.0' CONCEALMENT METAL POLE	
1	NEW LUMINEER	
1	NEW POLE FOUNDATION	
1	GALTRONICS QUASI-OMNI 12-PORT CANISTER ANTENNA	
1	NOKIA B25/B66 AIRSCALE MICRO RRH (AHFIB) W/ PSU-1200W-48-X	
1	RAYCAP AC DISCONNECT W/ INTEGRATED SURGE PROTECTION	
9	LINEAR FEET OF 1-2" PVC SCHEDULE 40 CONDUIT	
1	TYPE 2 FIBER JUNCTION BOX	

9th Ave NE

5th Ave NE

4th Ave NE

7th Ave NE

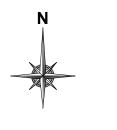
Elementary

CITY OF PUYALLUP

4th Ave NE

3rd Ave NE

2nd Ave NE



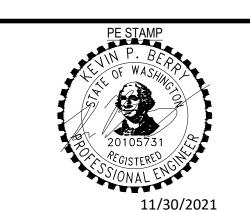




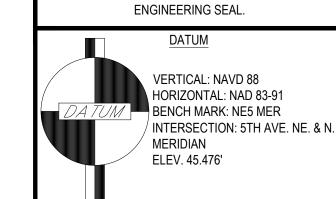


CONTRACTOR

COVER SHEET



THE FOLLOWING PLAN SET IS NOT TRANSFERABLE AND IS ONLY CONSIDERED AN OFFICIAL CONSTRUCTION DRAWING WHEN ACCOMPANIED WITH A SIGNED



SCALE

AREA MAP

Hi Ho One Stop Sh

PROJECT LOCATION-

7th Ave NW

6th Ave NW

NE5 MER



DATE CREATED 04/21/2021

COORDINATES

WA83_SF

 $\frac{\text{SCALE}}{\text{N.T.S.}}$

APPROVED

PROJECT # MAS-20-4000

SEGMENT ID

ATT-DASC-522

INSTALLATION OF SMALL CELL EQUIPMENT ONTO PROPOSED PUBLIC WORKS METAL LIGHT POLE SITE COORDINATES (1A CERTIFICATION) LATITUDE: 47° 11' 50.71" N (47.197419°) SITE COORDINATES (1A CERTIFICATION) LONGITUDE: -122° 17' 38.08" W (-122.293911°)

SITE ELEVATION (1A CERTIFICATION): 43.5' ± 3'

CITY OF PUYALLUP WORK ORDER REQUEST

PROJECT DESCRIPTION:

FOR PROPOSED INSTALLATION OF AT&T SMALL CELL EQUIPMENT AND POWER SERVICE ONTO PROPOSED PUBLIC WORKS METAL STREET LIGHT POLE.

PACE #: MRWOR040047 SCIP ID #: 27107-50-F USID #: 275861 FA #: 14847400 POLE TYPE: PUYALLUP PUBLIC WORKS LIGHT POLE POLE #: T.B.D. LAT: 47.197419° LONG: -122.293911°

PUYALLUP PUBLIC WORKS METAL LIGHT-POLE LOCATION FOR NODE EQUIPMENT

(EX. LOCATION)

RIVER RD.

NORTH ROW I



AT&T: MORIAH GOULD

MG454G@ATT.COM - (971) 832-3579

MASTEC NETWORK SOLUTIONS: RALETTE CHURCHWELL

RALETTE.CHURCHWELL@MASTEC.COM - (541) 606-3680

UTILITIES UNDERGROUND LOCATION CENTER 1-800-424-5555 OR 811 WWW.CALLBEFOREYOUDIG.ORG/WASHINGTON 3 WORKING DAYS UTILITY NOTIFICATION PRIOR TO

2ND ST. NE.

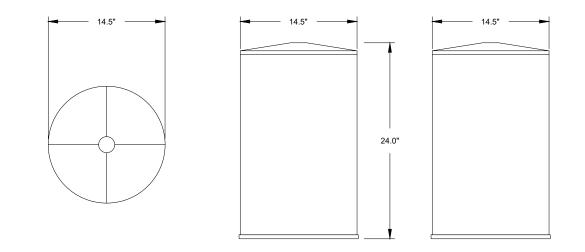
/				_
6				_
5				D)/
4				BY
3				DA
2				
1	FOR PERMIT REVIEW	11/30/21	DP	FIE
NO	REVISION	DATE	APPD	

DEVELOPMENT

WATCM-050-F 709 2ND ST. NW. DAS SMALL CELL INSTALLATION

SERVICES DRAWING NO: 1 OF 18

Attachment 2 Photo Simulations, Description of Site Equipment & Load Bearing Study



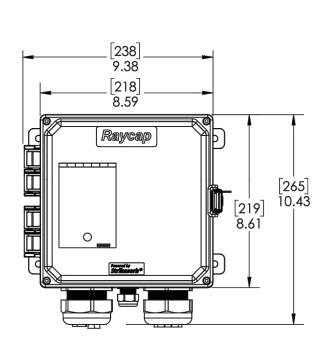
FRONT VIEW SIDE VIEW **PLAN VIEW**

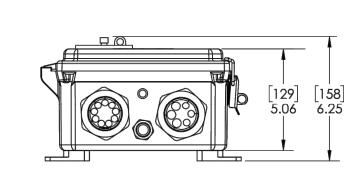
FREQUENCY RANGE

AWS/PCS/WCS BAND #2 1695-2690 MHz HIGH BAND #1 3300-4200 MHz UNII BAND #2 5150-5925 MHZ

GALTRONICS QUASI-OMNI 12-PORT CANISTER ANTENNA

MODEL NO. GQ2412-06613



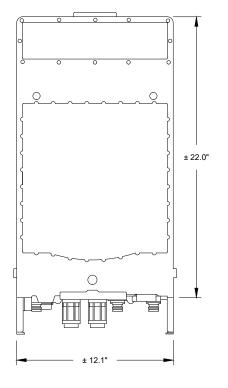


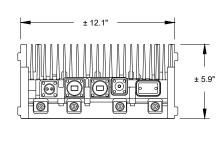
FRONT VIEW

PLAN VIEW

RAYCAP AC DISCONNECT BOX

MODEL NO. RSCAC-1333-P-240-DL





FRONT VIEW

INTERFACE: INPUT POWER: **BOTTOM VIEW**

2 CPRI PORTS FOR FRONT HAUL (2X9.8 GB/2) DC: -36V TO -60VAC: 80V TO 276V

NOKIA B25 / B66 AIRSCALE MICRO RRH 4T/4R 320 W (AHFIB)

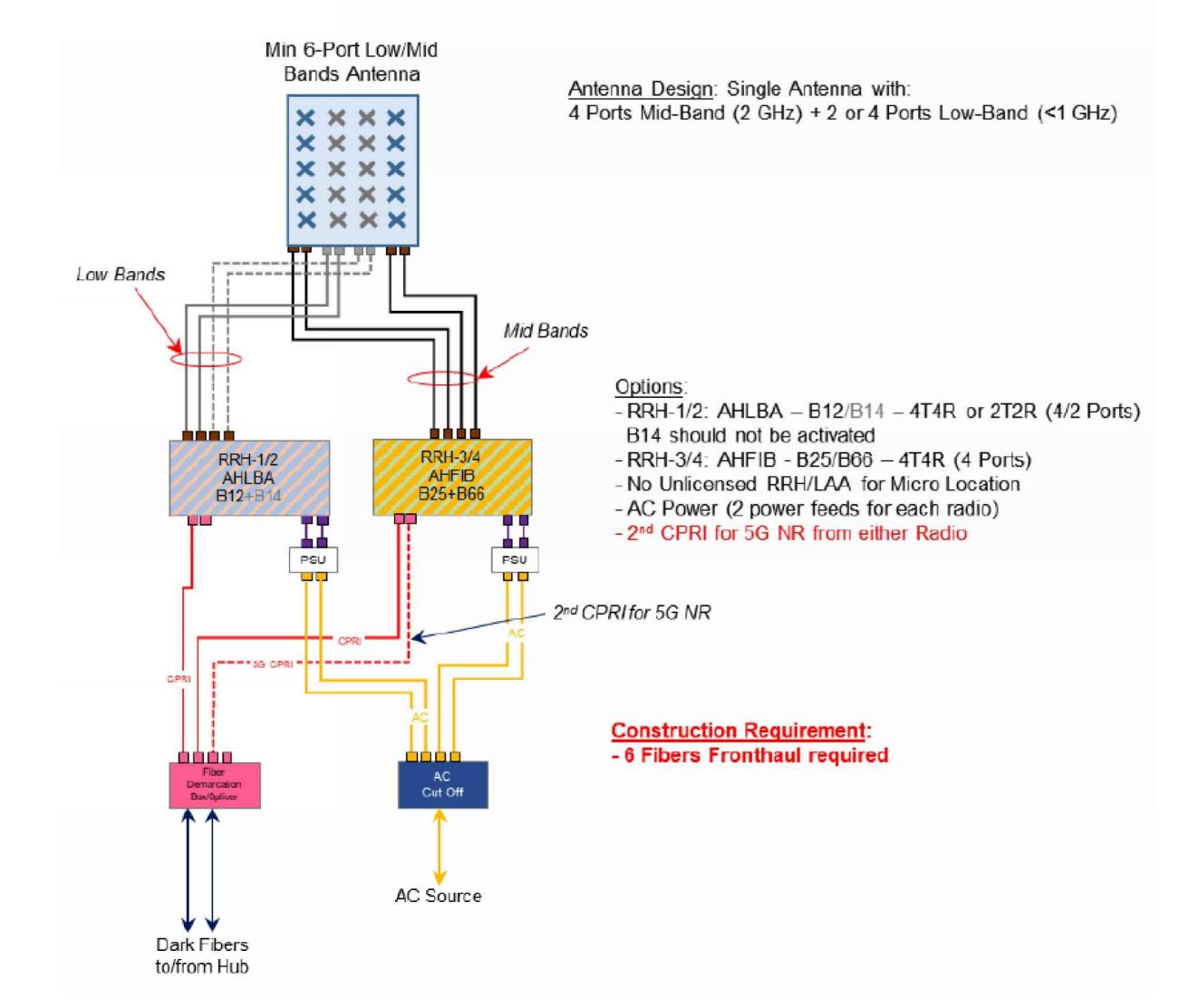
PACE #: MRWOR040047 SCIP ID #: 27107-50-F USID #: 275861 FA #: 14847400 POLE TYPE: PUYALLUP PUBLIC WORKS LIGHT POLE POLE #: T.B.D. LAT: 47.197419° LONG: -122.293911°



UTILITIES UNDERGROUND LOCATION CENTER 1-800-424-5555 OR 811 WWW.CALLBEFOREYOUDIG.ORG/WASHINGTON 3 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

CONSTRUCTION FIELD BOOKS FOR PERMIT REVIEW 11/30/21 DP REVISION DATE APPD

Nokia Micro Location (using 2 Dual-Band 4T4R Radios)





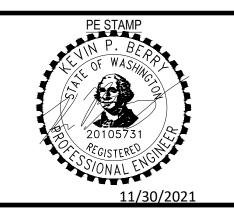
DEVELOPER



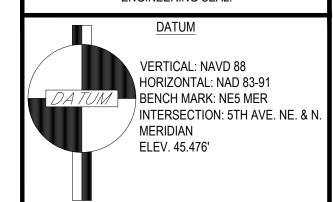


CONTRACTOR

SHEET TITLE **EQUIPMENT DETAILS &** PLUMBING DIAGRAM



NOTE THE FOLLOWING PLAN SET IS NOT TRANSFERABLE AND IS ONLY CONSIDERED AN OFFICIAL CONSTRUCTION DRAWING WHEN ACCOMPANIED WITH A SIGNED ENGINEERING SEAL.



SCALE

RF PLUMBING DIAGRAM

DATE CREATED 04/21/2021

CREATED DP

COORDINATES

WA83_SF

SCALE N.T.S.

APPROVED

PROJECT # MAS-20-4000

SEGMENT ID

ATT-DASC-522

CITY OF PUYALLUP DEVELOPMENT SERVICES WATCM-050-F



PHOTO SIMULATION
LOOKING NORTHWEST

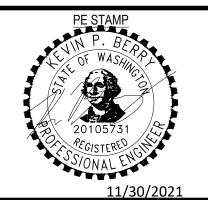




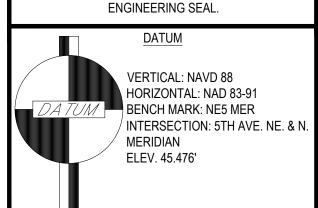


CONTRACTOR

SHEET TITLE
PHOTO SIMULATION



NOTE
THE FOLLOWING PLAN SET IS NOT
TRANSFERABLE AND IS ONLY
CONSIDERED AN OFFICIAL CONSTRUCTION
DRAWING WHEN ACCOMPANIED WITH A SIGNED
ENGINEERING SEAL.



SCALE

N.T.S.

PACE #: MRWOR040047 SCIP ID #: 27107-50-F USID #: 275861 FA #: 14847400 POLE TYPE: PUYALLUP PUBLIC WORKS LIGHT POLE POLE #: T.B.D. LAT: 47.197419° LONG: -122.293911°

Know what's below.
Call before you dig.

UULC:
UTILITIES UNDERGROUND LOCATION CENTER
1-800-424-5555 OR 811
WWW.CALLBEFOREYOUDIG.ORG/WASHINGTON
3 WORKING DAYS UTILITY NOTIFICATION PRIOR TO
CONSTRUCTION

7				FINAL
6				CONSTRUCTION CHECKED
5				
4				BY
3				DATE
2				
1	FOR PERMIT REVIEW	11/30/21	DP	FIELD BOOKS
NO	REVISION	DATE	APPD	

	CONSTRUCTION CHECKED	DATE CREATED 04/21/2021	SCALE N.T.S.	
	BY	<u>CHECKED</u> JW	APPROVED KPB	
	DATE	CREATED DP	PROJECT # MAS-20-4000	
)P	FIELD BOOKS	COORDINATES	SEGMENT ID	
PPD		WA83_SF	ATT-DASC-522	

WATCM-050-F
709 2ND ST. NW.
DAS SMALL CELL INSTALLATION

CITY OF PUYALLUP

Exhibit D Leasehold Excise Tax Exemption

New Cingular Wireless PCS, LLC is centrally assessed by the Washington State Department of Revenue and is therefore statutorily exempt from the Leasehold Excise Tax. Confirmation of this information is available from the Washington State Department of Revenue Miscellaneous Tax Phone Line at (360) 534-1503.

Exhibit E Insurance Requirements

The Company shall carry and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Company in connection with this Agreement. Such insurance certificates and endorsements evidencing the insurance required below shall be provided to the City upon execution of this Agreement. The cost of such insurance shall be paid by the Company. Insurance shall meet the following limits and shall be maintained for the Term and so long as Company has Site Equipment on any City Poles.

A. No Limitation.

The Company's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Company to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- B. Required Scope of Insurance. The Company shall obtain insurance of the types and coverage described below:
- 1. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractual liability coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be included as an additional insured under the Company's Commercial General Liability insurance policy with respect to this Agreement using endorsement ISO CG 20 11, Additional Insured Managers or Lessors of Premises or CG 20 26, or substitute endorsement providing at least as broad coverage.
- 2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- 3. Pollution Liability insurance shall be in effect throughout the entire Agreement covering third party claims for bodily injury, property damage or cleanup costs as required by law, where the pollution is caused during and by the Company's operations under this Agreement. The Company may self-insure this risk under the same terms required by this Agreement.
- 4. Property insurance shall be written on an all risk basis. The Company may self-insure this risk under the same terms required by this Agreement.
- 5. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, or the Company must be a qualified self-insurer and provide stop-gap liability coverage under an insured program.
- 6. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Company's Commercial General Liability and Automobile Liability insurance. The City shall be included as an additional insured on the Contractor's Excess or Umbrella Liability insurance policy by endorsement with respect to this Agreement where required on the underlying coverage.
- C. Minimum Amounts of Insurance. The Company shall maintain the following insurance limits:
- 1. Commercial General Liability insurance shall be written with limits of no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

- 2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.
- 3. Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.
- 4. Property insurance shall be written covering the full value of Company's property and improvements with no coinsurance provisions.
- 5. Excess or Umbrella Liability insurance shall be written with limits of not less than \$10,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Company's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-: VII.
- E. Verification of Coverage. The Company shall annually furnish the City with current original certificates and a copy of the required amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement, and shall further provided these certificates upon request during the Term of this Agreement. In the event that the City has tendered a claim to Licensee, or its insurer, or its insurer has denied coverage to the City, Licensee (in its Dallas, TX home office) will make available to the City within ten (10) days of the City's written request to Licensee, a copy of actual, authentic and applicable insurance policies for review (but not for copying, faxing or otherwise reproducing any part of any policy or other insurance correspondence), subject to the City first executing a non-disclosure agreement. The policy review is limited to no more than three (3) days during a consecutive six-month period and must be conducted during Licensee's normal business hours while the City's representative is accompanied by a Licensee Risk Management professional. Upon completion of review no copies will be made and all policies will be returned to Licensee's Corporate Risk Management Department.
- F. Subcontractors. The Company shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Company-provided insurance as set forth herein, except the Company shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Company shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 2026 or a substitute form providing substantially equivalent coverage.
- G. Other Insurance Provisions. Company's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Company's insurance and shall not contribute with it.
- H. Notice of Cancellation. Company shall provide the City with at least thirty (30) days written notice of any policy cancellation of any required coverage that is not replaced.

- I. Failure to Maintain Insurance. Failure on the part of the Company to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days notice to the Company to correct the breach, terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.
- J. Company Self-Insurance. If the Company is self-insured or becomes self-insured during the term of the Agreement, Company or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of Company's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Company or its parent company is responsible for all payments within the self-insured retention; and (iii) Company assumes all defense and indemnity obligations as outlined in the indemnification section of this Agreement.

Exhibit F Performance Bond

PERFORMANCE AND PAYMENT BOND

CITY OF PUYALLUP

CONTRACT NAME.		
JOB NUMBER:		
KNOW ALL MEN BY TH	IESE PRESENTS that	
as Principal, and		Company, as
as Principal, and	hin Washington State, are held a	and firmly bound under the City of
Puyallup, State of Washington, in t		
(\$) lav	· · · · · · · · · · · · · · · · · · ·	
truly to be made, we bind ourselve		
jointly and severally, firmly by the		,
The conditions of the oblig	1	
E	· · · · · · · · · · · · · · · · · · ·	writing with the City of Puyallup
dated		
NAME], according to the terms,		
hereby referred to and made a part		۶
and	and the same of the same of the same same same same same same same sam	
	nd and a part of the consideration	for this obligation that the City of
Puyallup shall have the right to si	*	•
i uyanup shan have the fight to st	ac on this bond in its own han	ic to recover for any loss, injury,

Puyallup shall have the right to sue on this Bond in its own name to recover for any loss, injury, damage, or liability whatsoever sustained or incurred by it, by reason of any breach of the Agreement, or of any provision in this Bond, and for the faithful performance of the Agreement and payment of all obligations arising thereunder, including but not limited to proper construction, long-term facility maintenance, rent, timely removal of equipment and restoration, and for the guaranteed payment of any and all tax liability of any type, kind, nature or description due as a result of this Agreement; and

WHEREAS, suit on this Bond, if brought for breach of performance by Principal as to a condition hereof (including any condition or performance responsibility incorporated by reference), may be commenced against both the Principal and Surety as joint and several obligators, with or without prior notice of such breach of performance by Principal having been given to Surety;

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements of said Agreement during the period of the original Agreement, and any extension thereof that may be granted by the City of Puyallup, with or without notice to the Surety, and during the life of any guarantee required under the Agreement and shall also well and truly perform and fulfill all of the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter by made, notice of which modifications to the Surety being hereby waived.

IT IS FURTHER AGREED that this performance bond shall remain in place until all of Principal's Site Equipment has been removed by Principal unless otherwise permitted to remain by the City of Puyallup.

IT IS FURTHER AGREED that in the event any party brings suit to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to other

CONTDACT NAME.

STATE OF WASHINGTON)	
COUNTY OF PIERCE) SS.	
and acknowledged to me that he signed the same and purposes therein mentioned.	me, to who executed the within and foregoing instrument e as his free and voluntary act and deed for the uses ND OFFICIAL SEAL this day of
	NOTARY PUBLIC in and for the State of Washington, residing at
to me known to be the Attorney-in-Fact of the that executed the within and foregoing instrum purposes therein mentioned, and on oath, stated	me, Company, a surety, nent, and acknowledged the said corporation for the that he was authorized to execute said instrument on o is the corporate seal of said Surety corporation.
behalf of said Surety, and the seaf affixed thereb	NOTARY PUBLIC in and for the State of Washington, residing at

Exhibit G Contact Information

Site Equipment Manager: Moriah Gould

cRAN Site Acquisition PM - WA

AT&T Mobility PNW mg454q@att.com 971.832.3579

Secondary Site Equipment Manager: Tyrell Fincher

Area Manager, C&E cRAN, PNW Market

AT&T Mobility PNW

tf408s@att.com 206.387.6347

City Contact: Hans Hunger, P.E. - City Engineer

City of Puyallup 333 South Meridian Puyallup, WA 98371

Phone 253.435.3640 - cell 253-225-4241

hhunger@PuyallupWA.gov