CITY OF SAN DIEGO CORPORATE PARTNERSHIP PROGRAM

CORPORATE PARTNERSHIP AGREEMENT

AMONG

THE CITY OF SAN DIEGO,

DOWNTOWN SAN DIEGO PARTNERSHIP,

AND

IKE SMART CITY, LLC

FOR

THE FINANCING, IMPLEMENTATION, MANAGEMENT AND OPERATION OF
A DIGITAL WAYFINDING SYSTEM
WITH CITY MARKETING RIGHTS AND BENEFITS

CORPORATE PARTNERSHIP AGREEMENT AMONG THE CITY OF SAN DIEGO, DOWNTOWN SAN DIEGO PARTNERSHIP, AND IKE SMART CITY, LLC,

FOR THE FINANCING, IMPLEMENTATION, MANAGEMENT AND OPERATION OF A DIGITAL WAYFINDING SYSTEM WITH CITY MARKETING RIGHTS AND BENEFITS

This Corporate Partnership Agreement (Agreement), effective upon execution by authorized representatives of both parties and approval of the City Attorney (Effective Date), is made and entered into by and between the City of San Diego (City), a California municipal corporation with its principal place of business located at the City Administration Building, 202 C Street, San Diego, California 92101, Downtown San Diego Partnership, a nonprofit organization (DSDP), and IKE Smart City, LLC, (IKE Smart City), an Ohio limited liability company with its principal office located at 250 N. Hartford Ave. Columbus, OH 43222 (DSDP and Ike Smart City are referred to collectively as "IKE". The City and IKE are referred to collectively as the "Parties").

WHEREAS, the City has developed a Corporate Partnership Program to generate revenue to fund existing and additional facilities, projects, programs and activities through the development of mutually beneficial marketing partnerships between the City and a corporation or other business entity, wherein the corporation provides cash and/or in-kind goods and/or services to the City in exchange for access to the commercial marketing potential associated with the City; and

WHEREAS, the City issued a Request for Sponsorships (RFS) under the Corporate Partnership Program to identify a corporate partner interested in working with the City to develop a wayfinding program based upon the following goals:

Providing information to the public regarding wayfinding, storm warnings, emergency updates, information on homeless services, and bus schedules. Improving navigation solutions for a range of modalities of travel; guiding residents and visitors to destinations, retailers, restaurants, hotels, parks, facilities, services and other businesses and attractions; promoting diverse mobility solutions (walking, bicycling, use of mass transit and other non-vehicular modes of transportation); providing helpful context and useful information while adhering to principles of environmental sustainability and equitable access.

WHEREAS, the Downtown Community Plan provides that "[a]s downtown evolves, it may be necessary to expand the wayfinding sign program geographically, as well as place pedestrian-oriented kiosks in key locations to provide detailed maps;" and

WHEREAS the Downtown Community Plan provides that "[t]he sign policies of the Downtown Community Plan are intended to balance the public interest-in promoting a safe, well-maintained and attractive city-with the interests of businesses and organizations in ensuring the ability to identify products, services and ideas;" and

WHEREAS the City of San Diego Economic Development Department Inclusive Connected Communities Roadmap (ICCR) identifies digital wayfinding kiosks as "versatile smart city asset[s] for the dissemination of information and services to the public. Coupled with the right features and targeted location-based content, digital kiosks could bring relevant and actionable

information to those who need and seek it," and goes on to state that "the City should advance the deployment of digital kiosks in downtown San Diego;" and

WHEREAS, IKE Smart City specializes in the design, development, manufacture and operation of public wayfinding programs and systems for municipalities and other entities and currently operates wayfinding systems in Atlanta, Baltimore, Berkeley, Cincinnati, Cleveland, Columbus, Coral Gables, Denver, Detroit, Houston, Miami, San Antonio, Tampa, and Tempe; and

WHEREAS, DSDP is a nonprofit organization that provides varied services to keep Downtown's urban neighborhoods clean, safe and thriving and invests in the prosperity and vitality of Downtown through special projects and initiatives and desires to perform certain services under this Agreement; and.

WHEREAS, IKE submitted a proposal in response to the RFS and has demonstrated both its interest and ability to fund, implement, manage and operate a wayfinding system within the City and to receive marketing rights and benefits from the City in conjunction therewith; and

WHEREAS, the City has determined that IKE's proposal meets the objectives of the Corporate Partnership Program and is otherwise in the best interests of the City;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1 Corporate Partnership

In consideration of the rights, benefits, and privileges granted IKE in this Agreement, IKE agrees to design, implement, manage, operate and maintain a digital Wayfinding System consisting of up to 50 IKE Kiosks in a portion of the City of San Diego and agrees to provide City with a share of the revenues derived from the Program, subject to the terms and conditions set forth in this Agreement. As the City's corporate partner, City agrees that IKE shall have the exclusive right to be designated and referred to as the "Official Wayfinding Partner of the City of San Diego" and shall be entitled to certain Marketing Rights and Benefits as provided in this Agreement.

Section 2 Definitions

For the purpose of this Agreement, the following terms shall have the following meanings:

- "Annual Equipment Loss Report" shall mean an annual report listing all equipment that has been stolen, vandalized, or destroyed.
- "Average Program Usage" (APU) shall mean the average number of IKE Kiosk interactions per day per Kiosk during a given calendar month.
- "Average Theft-Vandalism Rate" (ATVR) shall mean the average number of acts of theft or vandalism per Kiosk during a given calendar month.

"Construction Period" shall mean the three (3) year time period between the Effective Date and the Operational Date.

"Contract Year" shall mean each calendar year following the Operational Date or anniversary thereof.

"Effective Date" shall mean the date this Agreement has been signed by both parties and approved by the City Attorney.

"High-Risk Kiosk Site" shall mean any Kiosk Site that experiences a rate of theft and/or vandalism that is higher by 50% or more than the Average Theft-Vandalism Rate; or as may otherwise be reasonably demonstrated by IKE and agreed to by City.

"Kiosk" or "IKE Kiosks" shall mean the physical structure and associated equipment for the digital wayfinding unit at which users can access the wayfinding information.

"Kiosk Site" shall mean any of the sites designated for location of an IKE Kiosk.

"Marketing Plan" shall mean IKE's plan for marketing the Wayfinding System, referenced in Section 6.6.

"Marketing Rights and Benefits" shall mean those opportunities provided by City to IKE as set forth in Section 10 of this Agreement to promote IKE and the Wayfinding System in the City of San Diego.

"Net Revenue" means the total revenue earned from the sale of advertisements on the IKE Kiosks, less the following out-of-pocket costs and expenses incurred by IKE:

- (a) utility services, including electric and data service;
- (b) IKE's insurance premiums;
- (c) repairs and maintenance to the IKE Kiosks, excluding catastrophic destruction and replacement to the extent the costs thereof have been paid by insurance coverage;
- (d) sales and management expenses equal to 12.5% of the Gross Revenue; and
- (e) an amount equal to the annual amortized portion of the cost to fabricate, acquire, install and replace the IKE Kiosks, amortized on a straight-line basis over a ten (10) year period.

"Operational Ceiling" shall mean the maximum number of IKE Kiosks permitted to installed at any time under the terms of this Agreement.

"Operational Date" shall mean the date that is three (3) years after the Effective Date.

"Required Approvals" shall mean City approval of specific Kiosks Site and individual locationspecific Public Improvement Maintenance Agreements ("PIMAs") in compliance with the Location Criteria set forth in Section 5.3 and, if necessary, Right of Way permits, in each case to be reviewed by City staff.

"Site Plan" shall mean a plan for the placement of equipment at a Kiosk Site, as shown in Exhibit E.

"Underutilized Kiosk" shall mean any Kiosks that falls below 50% or less of the Average Program Usage, or based on other measures reasonably demonstrated by IKE and agreed to by City.

"Wayfinding System" or "System" shall mean a system of interactive IKE Kiosks installed in approved locations made available for public use. As used herein, Wayfinding System shall specifically mean the Wayfinding System that is the subject of this Agreement.

Section 3 Term

- 3.1 <u>Term.</u> This Agreement shall commence on the Effective Date and shall expire on December 31st of the tenth (10th) full calendar year following the Operational Date.
- 3.2 <u>Extension</u>. The Parties may extend this Agreement on the same terms and conditions specified in this Agreement, without approval of the City Council, for one (1) additional five (5) year period. Either IKE or City may request an extension by submitting written request to the other party at least 270 days prior to the expiration of this Agreement. The party receiving the request shall respond in writing within 30 days of receipt accepting or rejecting the request to extend this Agreement. Any such extension shall be in writing signed by the parties.

Section 4 Wayfinding System Requirements

It is the intent of City and IKE in entering into this Agreement to develop and promote a world class Wayfinding System employing high-quality equipment and first class operational and maintenance standards and practices.

- Wayfinding System. IKE shall design and implement, as provided by this Agreement, a Wayfinding System consisting of up to 50 IKE Kiosks for the provision of wayfinding services and public benefit information within portions of downtown San Diego including the Civic/Core, Columbia, Marina, Horton Plaza/Gaslamp Quarter, East Village, Cortez, and the Convention Center district, as described in Section 6 of the Downtown Community Plan, excluding the Coastal Zone ("Downtown San Diego"), at specific locations agreed to by the City and IKE pursuant to the terms of this Agreement, for the benefit of the public. IKE shall, at its sole cost and expense, provide all of the equipment necessary for installation, maintenance, and operation of the Wayfinding System, including Kiosks and associated equipment.
- 4.2 <u>Wayfinding Kiosks</u>. IKE shall, at no cost to the City, fabricate, construct, and install (or cause to be fabricated, constructed, and installed) up to 50 IKE Kiosks and associated equipment of the type and meeting the specifications as set forth in Exhibit F, attached

hereto, within designated Kiosk Sites approved by City in accordance with Section 5.4. IKE shall be responsible for preparation of any and all plans and specifications for same and shall be responsible for obtaining all required governmental approvals and compliance with all applicable laws and regulations. The IKE Kiosks shall contain the following services and applications:

- 4.2.1 Wayfinding, including multimodal mapping to destinations, businesses and other points of interest (sorted into freestanding apps such as Eat, Play, Shop, Stay);
- 4.2.2 Get Around, including real-time arrival and departure information for public transit, bike share and car share services all accessed from an interactive map to enhance and promote mobility;
- 4.2.3 Social Services, including a shelter locator and information on how to access other resources such as health care and food support for those experiencing homelessness;
- 4.2.4 Survey Says, allowing the City, DSDP and other community organizations to survey the public on its opinions and ideas;
- 4.2.5 Events, including a comprehensive event and activity listing for the City, DSDP and other community organizations;
- 4.2.6 Jobs, including career and internship postings within the City of San Diego relying on data received from third-party resources and arranged geographically to encourage workforce development;
- 4.2.7 Emergency Communication, including a protocol for real-time posting of essential San Diego Fire Rescue and government communication such as storm warnings, amber alerts, and road closures, including health and safety notifications related to COVID-19 and other future health concerns;
- 4.2.8 With respect to the initial phase of twenty-five (25) Kiosk Sites, static branding at the top of the IKE Kiosks identifying street location or other information requested by the City or DSDP. With respect to the subsequent phase of twenty-five (25) Kiosk Sites (kiosks 25-50), a digital ticker, including a programmable LED or LCD screen with public interest content and/ or public transit information ("Ticker") atop each IKE Kiosk identified by DSDP and the City. IKE shall deploy Kiosks that include a Ticker equitably throughout Downtown San Diego in a manner that does not result in an overconcentration of Kiosks without the Ticker in any area of Downtown San Diego, as determined by the City in its reasonable discretion;
- 4.2.9 Wi-Fi Services, free public wi-fi;
- 4.2.10 Call button, providing members of the public with a direct line of communication to emergency services or DSDP Clean and Safe personnel;
- 4.2.11 Keypad, a touch keypad as required and directed by the City;

- 4.2.12 Pedestrian Counting, including digital measurement of pedestrians within range of the Kiosk unit, and a web-based dashboard containing analytics for the Downtown Partnership and the City's use, provided the Kiosks shall not gather or obtain any personally identifiable information ("PII");
- 4.2.13 Air Quality Monitoring, including relaying data to the City, DSDP and the County of San Diego on a regular basis; and
- 4.2.14 Arcade, including video games employing the unique touch-screen capabilities of the IKE Kiosks.
- 4.2.15 No Surveillance Technology, as defined in SDMC section 210.0101(m), may be incorporated into the IKE Kiosks unless approved as set forth in the City's Transparent and Responsible Use of Surveillance Technology Ordinance and all applicable surveillance technology requirements.
- 4.2.16 A photobooth feature may be added to the IKE Kiosk only upon City determination of compliance with all applicable surveillance ordinance requirements.
- 4.2.17 To the extent technically feasible without requiring (i) alterations to the external physical design of the IKE Kiosk cabinet or (ii) changes to the existing electrical infrastructure servicing such IKE Kiosks, IKE shall retrofit IKE Kiosks that do not include a Ticker to include a Ticker as provided under Section 4.2.9 in connection with the deployment of IKE Kiosks beyond the initial phase of twenty-five (25) IKE Kiosks.
- 4.3 <u>Placement of Equipment</u>. IKE shall locate the Kiosks and associated equipment within each individual Kiosk Site substantially in accordance with a Site Plan to be developed and approved by City for that Kiosk Site. (See Exhibit E attached hereto for a typical configuration.). IKE shall not materially deviate from the approved Site Plan without the prior written consent of the City.
 - 4.2.18 Changes to the design of the Kiosks or equipment may be proposed by IKE and approved by City provided such changes do not materially diminish the quality or performance of the Kiosk, equipment, or of the Wayfinding System or changethe size or dimensions of the Kiosk, associated external equipment, or screen. Any other changes shall require amendment of this Agreement.
- 4.5 Equipment Upgrades. IKE may desire to add new technologies or equipment which may be developed in the future and are not contemplated in this Agreement. In the event IKE determines a new type of equipment or technology should be used in the Wayfinding System or the IKE Kiosks, IKE shall make a request in writing to City outlining the proposed new equipment or technologies and the advantages for as well as any potential disadvantages to their implementation. City shall use reasonable efforts to approve or deny such request within ninety (90) days. Approved equipment or technology shall be implemented by IKE at its sole cost.

- 4.6 Each Kiosk shall include two interactive touch screens with the Kiosk Signage. specifications and generally placed as shown in Exhibit F. The interactive touch screens may contain advertising space on the Kiosk that may be used to generate income to support the Wayfinding System, right of way improvements for pedestrians, or other enhancements to serve the public. The Kiosks touch screen will include Public Interest Content as set forth in Section 4.7 below. IKE will coordinate with City regarding public interest content and to ensure commercial advertising complies with this Agreement. Kiosk screen content may contain animated copy or moving graphics that includes action, motion, or an illusion of either, or has color changes of all or part of the Kiosk screen, provided that in no case will screen content include flickering or strobe effects. The light source of the Kiosk screen shall be constant. The Kiosk screen shall be reduced in light intensity at night by automatic intensity control that is incorporated into the wayfinding Kiosks. Anywhere there may be residential uses along the shared sidewalk where the Kiosk is sharing a residential property line or abutting a residential property, the brightness of the screen shall be dimmed daily between the hours of 10:00 p.m. and 6:00 a.m. so as not to create glare on windows of residential units. All improvements and equipment shall be designed, constructed, and maintained in accordance with all applicable federal, state and local laws, rules and regulations, including, but not limited to the Americans with Disabilities Act.
- 4.7 <u>Public Interest Content</u>. IKE Kiosks will contain public interest content including, but not limited to time, temperature, weather, emergency alerts, wayfinding, and homelessness resources and display of the menu of interactive public services available (Public Interest Content) by the kiosk to users for at least 51% of the time on an annual basis, inclusive of the interactive functionality described in Section 4.2 above, local branding on the cabinet, Ticker, free Wi-Fi services, and emergency messaging on the screens.

On the IKE Kiosk screens, content will be shown in accordance with the following schedule:

- (a) During interactive mode, Public Interest Content will occupy a minimum of sixty-six percent (66%) of the screen area on each of the IKE Kiosks.
- (b) During passive mode, Kiosk screen content will be rotated with a mix of commercial and Public Interest Content. The rotation consists of a total of eight spots, each with an equal ten second duration. A spot refers to one of the eight advertising positions on the Kiosk screen. One spot is dedicated to Public Interest Content and at no cost to the City. The remaining seven are a combination of commercial and community messaging. IKE will allocate any unsold time for City content as available. At least one (1) spot out of every eight (8) spots shown on an IKE Kiosk screen will contain Public Interest Content. In addition, DSDP shall be provided with unsold inventory to display Public Interest Content. All spots shall be of equal duration.

Section 5 Selection of Kiosk Sites and Community Outreach

IKE shall bear all costs and expenses associated with obtaining any and all Required Approvals. Subject to City's approval as provided herein, IKE shall propose the location of the IKE Kiosks using the information gained from the analysis set forth below and taking into consideration input received through outreach to stakeholders and the community.

- Kiosk Site Analysis. IKE shall conduct an analysis to identify potential locations for IKE Kiosks. The analysis shall assess the feasibility and accessibility of the location. No IKE Kiosk shall be located where there is a reasonable possibility that the Kiosk will have a significant effect on the environment due to unusual circumstances, in a designated, precisely mapped and officially adopted pursuant to law, environmentally sensitive area; along a highway officially designated as a state scenic highway, on a designated hazardous waste site included on any list compiled pursuant to Government Code section 65962.5, or so as to cause a substantial adverse change in the significance of a historical resource. IKE Kiosks will not be permitted in single family residentially zoned areas and must comply with the Location Criteria in Section 5.3.
- 5.2 <u>Stakeholder and Community Outreach</u>. DSDP shall engage in community outreach efforts for the siting and deployment of IKE Kiosks.
- 5.3 <u>Location Criteria</u>. IKE shall demonstrate that each Kiosk complies with the following Location Criteria.
 - 5.3.1 IKE shall provide plans for each Kiosk for review by the City Engineer that:
 - a) demonstrate that the Kiosk is not placed within the triangular area of 25' drawn along the curb line of each intersecting street or within the triangular area of 10' drawn along the curb line and intersecting edge of driveway;
 - b) clearly show the width of the sidewalk where the Kiosk is proposed, the dimension between the back-of-curb and kiosk is 18" minimum, and the dimension between the Kiosk and public right-of-way to demonstrate a 4' accessible path-of-travel.
 - c) demonstrate that the Kiosks would not block or impede access to any City facilities such as traffic signal controller cabinets.
 - d) Demonstrate that Kiosks and any associated equipment shall provide adequate pedestrian clearances on sidewalks and comply with the Americans with Disabilities Act (ADA), all applicable accessibility requirements, and the Accessibility Checklist attached as Exhibit D, as follows:
 - -IKE shall, at its sole cost and expense, have a certified access specialist certify that Kiosks and any associated equipment and software comply with all applicable accessibility regulations including but not limited to the ADA and California accessibility regulations (CASp Certification) at the design phase (prior to installation) and upon installation, within 30 days of installation of the 25th IKE Kiosk and the 50th IKE Kiosk.
 - If IKE has not installed at least 25 IKE Kiosks by the Operational Date, IKE shall have a certified access specialist complete the CASp certification on all installed IKE Kiosks within 30 days of the Operational Date. If IKE has not installed at least 25 IKE Kiosks six years after Effective Date, IKE shall have a certified access specialist complete the CASp certification on all installed IKE Kiosks within 30 days of the end of the sixth Contract Year. If IKE has not installed at least 50 IKE Kiosks eight years after Effective Date, IKE shall have a certified access specialist

complete the CASp certification on all installed IKE Kiosks within 30 days of the end of the eighth Contract Year. If IKE has not installed at least 50 IKE Kiosks ten years after Operational Date, IKE shall have a certified access specialist complete the CASp certification on all installed IKE Kiosks within 30 days of the end of the tenth Contract Year.

- 5.3.2 IKE shall submit a Water Pollution Control Plan (WPCP) for each proposed location. The WPCP shall be prepared in accordance with the guidelines in Part 2 Construction BMP Standards Chapter 4 of the City's Storm Water Standards.
- 5.3.3 No Kiosk shall be located
 - a) Within 24 inches from face of curb where vehicular parking exists.
 - b) within 15 feet of fire hydrants.
 - c) Directly in front of fire department connections.
 - d) Directly in front of building exits which would impede occupant egress and emergency responder access into the building.
 - e) Within 5 feet of curb ramps.
 - f) Within 5 feet from the location of bus passenger entry/ exit at a designated bus stop.
 - g) In an area that would require removal of existing street trees.
- 5.3.4 Each Kiosk location shall maintain the following minimum separation distance between the Kiosk and each specified facility:
 - a) Water service (domestic, irrigation, fire, recycled) 5 feet
 - b) Sewer laterals 5 feet
 - c) Fire hydrants 15 feet
 - d) Utility boxes, man holes, and other utility access locations 5 feet (provided that IKE may install a handhold for the kiosk
- 5.3.5 Each location must meet minimum tree separation distance (ensuring utility clearances are met) as well as "clear ground space" needed on either side of kiosk. Minimum distances shall be as follows:
 - a) Tree separation: 4 feet
 - b) "Clear ground space": 4 feet
- 5.3.6 Installation of Kiosks is permitted within historic district(s) areas subject to the following. Any Kiosk located on a parcel containing a designated historical resource or located within a designated historical district shall be submitted to the City's Historical Resources Section staff for a conformance review with the City's Historic Resources Regulations (SDMC Chapter 14, Article 3 Division 2) and the U.S. Secretary of the Interior's Standards. If a Kiosk is located within the Gaslamp Quarter Planned District, review shall also include conformance with the applicable provisions of the Gaslamp Quarter Planned District Design Guidelines provided that the prohibition on Multi-Media signage within the Guidelines shall not apply to the Kiosks.

- 5.4 <u>Kiosk Site</u>. IKE shall obtain City approval of the General Location and Specific Location and enter into a Public Improvement Maintenance Agreement (PIMA) in the form and substance provided in Exhibit A to this Agreement prior to installing an IKE Kiosk. City shall have the authority to approve or deny the location of each Kiosk pursuant to the following procedure:
 - 5.4.1 <u>General Location</u>. IKE will conduct site visits and shall photograph and plot identified potential Kiosk General Locations and submit the proposed General Location of each Kiosk to the City. City will review and approve or deny the proposed General Location within 30 days. City may deny a proposed location if it notified IKE in writing within the 30 day review period and specifies any of the following grounds for denial:
 - (1) a specific health, safety, or aesthetic impact caused by the proposed location; or
 - (2) the proposed location will conflict with existing improvements, property interests, agreements, or other rights, or
 - (3) the proposed location will conflict with a planned public or private improvement, or
 - (4) the proposed location will conflict with applicable laws or regulations, or
 - (5) the City lacks the authority to approve Kiosk installation at that location, or
 - (6) the information provided regarding the proposed location is not detailed enough for the City to make a determination regarding approval.

The City may request additional information from IKE regarding the proposed location. The City may extend the 30 day review period to analyze the proposed location by notifying IKE in writing. If the City does not extend the review period or approve or deny the proposed location in writing within the 30 day review period, the General Location is deemed approved.

5.4.2 Specific Location. After approval of the General Location, IKE will conduct further due diligence and submit engineered plans, construction permit documentation, and PIMA for the Specific Location for each Kiosk within the approved General Location sufficient to demonstrate compliance with the Location Criteria set forth in Section 5.3. City will review and approve the Specific Location and applicable PIMA within 30 days. City staff may deny a proposed specific location if it notifies IKE within the 30 day review period, in writing, of an inconsistency with the Location Criteria. If the City does not approve or deny the proposed specific location in writing within the 30 day review period, the specific location is deemed approved and a PIMA shall be issued for that location. If the City denies a proposed specific location, it shall notify IKE of an alternative specific location within the approved general location area that complies with the Location Criteria, if it determines in good faith that such an alternative specific location exists. IKE has no obligation to install an IKE Kiosk at the alternative Specific Location.

Section 6 Implementation

IKE shall implement the Wayfinding Program, including installation, operation, management, maintenance, and marketing, during the Term at no cost to the City or the public and consistent with the terms and conditions of this Agreement.

- 6.1 <u>Equipment Design</u>. IKE shall provide, at its sole cost and expense, any and all design services including, but not limited to, architectural and engineering services, as reasonably required for design and installation of the Kiosks and associated equipment.
- 6.2 <u>Use of Right-of-Way and Encroachment Removal</u>. City grants to IKE permission to encroach into the public right-of-way by installing and maintaining the IKE Kiosks and associated underground equipment at the specific Kiosk Sites agreed to by City and IKE as provided for in this Agreement and subject to the conditions of the PIMA, for the benefit of the public and as part of the Wayfinding System. In consideration of this grant of permission, IKE covenants and agrees with City as follows:
 - 6.2.1 IKE shall install and maintain the Kiosks in a safe and sanitary condition at its sole cost, risk and responsibility.
 - 6.2.2 IKE shall defend, indemnify, protect and hold harmless City, its agents, officers, and employees from and against any and all liability as required in Section 14 of this Agreement, including claims asserted, demands, causes of action, costs, expenses, losses, attorney fees, damages, expenses or payments arising from, related to, or resulting from the construction, maintenance, state of use, repair, or presence of the IKE Kiosks or associated equipment in the public right-of-way.
 - 6.2.3 IKE shall remove, relocate or restore the IKE Kiosks as directed by the City Engineer within one-hundred and fifty (150) calendar days after thirty (30) days' written notice from City, or in the case of an emergency as determined by City, City may request that the work be done immediately or within less than forty-five (45) calendar days after thirty (30) days' written notice from the City. If IKE fails to remove, relocate or restore or otherwise comply with the direction of the City Engineer regarding the encroachment, City may cause the work to be done and charge IKE for such costs. City's request to remove, relocate, or restore the encroachment shall not be arbitrary or without reason. Relocation and removal is covered in Section 8 and in the PIMA.
 - 6.2.4 Whatever rights and obligations were acquired by the City with respect to the rights-of-way shall remain and continue in full force and effect and shall in no way be affected by the City's grant of permission to construct and maintain the IKE Kiosks.
 - 6.2.5 IKE shall maintain insurance to protect the City from any potential claims which may arise from location and maintenance of IKE Kiosks in the rights-of-way, as required by Section 13 of this Agreement.
- 6.3 <u>Installation of IKE Kiosks</u>. IKE shall erect, install, operate, and maintain, at its sole cost and expense, and at no cost to City, the IKE Kiosks and all related equipment. IKE shall not erect, install, operate, or maintain additional Kiosks or associated equipment without City's prior written approval.

- 6.4 Operational Ceiling. The Wayfinding System shall have an Operational Ceiling of 50 Kiosks. City and IKE may agree to add an additional 25 Kiosks if it is determined and mutually agreed that there are not enough IKE Kiosks to meet demand. The Contract Administrator designated pursuant to Section 9.13 shall be authorized to approve such addition on behalf of the City without Council approval. Notwithstanding any provision to the contrary in this Agreement, City has no obligation to authorize the installation of more than 50 Kiosks and may deny any request to add more than 50 Kiosks for any reason or no reason at all.
- 6.5 <u>Marketing Plan</u>. IKE shall implement a plan to market the Wayfinding System to residents and visitors for use and growth of the Wayfinding System. The Marketing Plan may include combined efforts with the City as part of and to implement the marketing benefits granted to IKE by the City as set forth in Section 10 of this Agreement.
- 6.6 <u>Advertising</u>. IKE shall be responsible for the sale of all advertising to be displayed on Kiosks. Advertising shall be displayed as set forth in Exhibit F. All advertising shall comply with the criteria set forth in Exhibit B, consistent with the City of San Diego's Advertising Policy for Advertising on Bus Stop Shelters and Benches.

Section 7 Operation of the Wayfinding System

IKE shall be responsible for all operations of the Wayfinding System, including operation and maintenance of all IKE Kiosks, technology, software, hardware, and associated equipment.

- Maintenance of IKE Kiosks. IKE shall maintain the IKE Kiosks, and associated equipment in first class condition, reasonable wear and tear excepted. All maintenance and repairs of the IKE Kiosks and related equipment shall be the responsibility of IKE throughout the entire term of the Agreement without expense to the City. IKE shall maintain the property or permit area, and installations thereon in a clean, safe, and well-maintained condition throughout the term of the Agreement, to the satisfaction of the City and in compliance with all applicable laws. IKE shall make technical support personnel available to promptly service IKE Kiosks and related equipment in a commercially reasonable manner. IKE shall ensure that IKE Kiosks are clearly marked with IKE's, or a designated third party's, information for complaints, notifications, and service issues.
- 7.2 Operations and Maintenance Program. IKE will manage all aspects of the IKE Kiosks and related equipment maintenance and develop and implement a comprehensive Operations and Maintenance Program (OMP) for IKE Kiosks deployed over the course of the Term of this Agreement and any renewal thereof. The OMP will provide for oversight of the IKE Kiosks and ongoing communications with the City. The OMP shall identify local service subcontractors, if necessary, required for executing such a program.
- 7.3 <u>Maintenance and Repair Services</u>. IKE shall promptly and adequately repair all damage to the IKE Kiosks and replace the IKE Kiosks as reasonably necessary throughout the Term to ensure the Kiosks are capable of operating for their intended purposes, including promptly responding to all maintenance requests within 24 hours of notification replace the damaged equipment to minimize any impact on system operations. Without limitation,

the IKE shall provide the following maintenance services for all IKE Kiosks and related equipment:

- a. Upon knowledge of an issue with the IKE Kiosks or related equipment, the IKE shall take no less than one (1) day to investigate and diagnose the problem.
- b. If IKE confirms that service of the IKE Kiosks or related equipment is needed, the IKE shall schedule services within one (1) day of investigation.
- c. IKE shall ensure that any issues with the IKE Kiosks or related equipment are remedied within two (2) business days from the day of investigation or within a reasonable time thereafter if delays to repairs are outside IKE's direct control.
- d. IKE shall repair graffiti and vandalism on IKE Kiosks as promptly as practicable after it becomes aware of the occurrence
- 7.3 Annual Equipment Loss Report. IKE shall track all material damage and loss to Wayfinding System equipment and shall report such damage and loss to City annually in an Annual Equipment Loss Report. The Report shall list all equipment that has been stolen, vandalized, or destroyed, the location of such loss or damage, the actual costs incurred by IKE in repairing and replacing the equipment. The Report shall be provided by IKE to City within 30 days of the end of each Contract Year.
- 7.7 <u>Cost to the Public</u>. Public use of the IKE Kiosk shall be free of charge.
- 7.8 <u>Service Obligations</u>. During the life of the program, DSDP shall, on behalf of IKE, provide the following services to the program. DSDP shall:
 - (a) provide content for the IKE Kiosks, to be displayed in both passive and active modes;
 - (b) coordinate, and schedule of City and community content, ensuring fair distribution of content on the IKE Kiosks among participating neighborhoods and stakeholder groups;
 - (c) assist IKE with making and submitting applications for and obtaining and maintaining the Required Approvals contemplated by the Marketing Agreement;
 - (d) communicate with IKE regarding ongoing needs for maintenance or cleaning of IKE Kiosks to ensure quality, safety and cleanliness;
 - (e) answer incoming IKE call button activations for maintenance or safety requests; and
 - (f) engage in reasonable community outreach efforts for the siting and deployment of IKE Kiosks.

Section 8 Relocation of Kiosk Sites

Kiosk Sites may be added, removed, or relocated based on usage, theft and vandalism, access for street repairs or utility work, or for other reasons as further specified in this Agreement.

8.1 <u>Temporary Kiosk Displacement or Relocation</u>. Upon thirty (30) days' written notice from City, IKE shall temporarily remove of all or part of a Kiosk for street repair, access to utilities, public realm construction, public improvements, or reasons relating to public health and safety, within one-hundred fifty (150) days, or forty-five (45) days thereafter in

- the case of emergency, without credit, offset, or charges to City other than those provided for in this Section 8.
- 8.2 Relocation of Kiosk Site. In the event that City or IKE determine a designated Kiosk Site is unsuitable, due to reasons included but not limited to obstruction of access to, usability of or visibility of the Kiosk, whether before or after installation of the IKE Kiosk, IKE and City shall use reasonable efforts to expeditiously identify a suitable substitute location within a distance equal to three blocks of the original location. The parties shall endeavor to identify and agree upon the new location within thirty (30) days.
- 8.3 Removal of Underutilized Kiosk. If IKE determines, based upon an evaluation of IKE Kiosk usage by IKE over a three-month period, that an IKE Kiosk is underutilized, IKE may make a recommendation to City to keep, remove, or relocate the Underutilized Kiosk. IKE's recommendation shall be supported by usage data and other relevant information, including community support for or against the recommendation. City shall review the recommendation and, if the City agrees with the recommendation, City shall approve the recommendation for removal of the Kiosk Site. Relocation of the Kiosk to a new site shall require City's approval in accordance with Section 5.4.
- 8.4 Removal or Relocation of High-Risk Kiosk Site. If IKE determines, based upon an evaluation of the incidences of theft and vandalism per month over a three-month period that a Kiosk Site is at high risk for theft or vandalism, IKE may make a recommendation to City to keep, remove, or relocate the High-Risk Kiosk Site. IKE's recommendation shall be supported by crime data, usage data, and other relevant information, including community support for or against the recommendation. City shall review the recommendation and, if the crime data demonstrates that incidences of theft and vandalism per month have exceeded the Average Theft/Vandalism Rate by 50% or more for three consecutive months or more, City may approve a recommendation for removal of the Kiosk Site. Relocation of the Kiosk to a new site shall require City's approval per Section 5.4.
- 8.5 Reduction of Minimum Annual Guarantee. In the event an IKE Kiosk is removed or relocated pursuant to Section 8.1, the Minimum Annual Guarantee with respect to any Kiosk that has been removed or relocated shall be abated on a day-for-day basis commencing at the time an IKE Kiosk is removed or during such time as it is being relocated and shall continue until such time as the Kiosk has been relocated and is fully capable of displaying advertising.

Section 9 Payment

In consideration of the rights, benefits, and privileges granted IKE in this Agreement, including the installation, operation, and maintenance of the Wayfinding System and Kiosks pursuant to the

terms of this Agreement, IKE agrees to pay City a Marketing Rights Fee equal to the greater of the Minimum Annual Guarantee or 45% of the annual Net Revenue (Public Benefit Revenue).

Payment shall be submitted to: Office of the City Treasurer, 1200 Third Ave., Suite 100, San Diego, CA 92101 Attn: Economic Development Corporate Partnerships

9.1 <u>Minimum Annual Guarantee</u>. The Minimum Annual Guarantee is not subject to any credits or offset. In no event will Public Benefit Revenue be less than the Minimum Annual Guarantee in accordance with the following table:

Year:	Minimum Guaranteed Payment:
Construction	\$ 16,000.00 per Operational IKE Kiosk per year
Period	during the Construction Period
1	\$ 16,000.00 per Operational IKE Kiosk
2	\$ 18,000.00 per Operational IKE Kiosk
3	\$ 20,000.00 per Operational IKE Kiosk
4	\$ 20,000.00 per Operational IKE Kiosk
5	\$ 20,000.00 per Operational IKE Kiosk
6	\$ 20,000.00 per Operational IKE Kiosk
7	\$ 20,000.00 per Operational IKE Kiosk
8	\$ 20,000.00 per Operational IKE Kiosk
9	\$ 20,000.00 per Operational IKE Kiosk
10	\$ 20,000.00 per Operational IKE Kiosk
11-15 (if	\$ 22,000.00 per Operational IKE Kiosk
extended)	

- 9.2 <u>Revenue Share</u>. Each Contract Year, IKE shall pay 65% of the total annual Public Benefit Revenue to the City. The remaining 35% of the Public Benefit Revenue will be paid by IKE Smart City to DSDP.
- 9.2 <u>Timing and Reconciliation</u>. The Public Benefit Revenue shall be paid in quarterly installments due on the thirtieth (30th) day after the completion of each calendar quarter following the date the first IKE Kiosk is installed and capable of carrying advertisements (Operational IKE Kiosk). Public Benefit Revenue shall be prorated for any partial calendar year or quarter.

Simultaneously with the payment of the Public Benefit Revenue, IKE shall deliver to the City and DSDP a statement of Public Benefit Revenue and Net Revenue for the immediately preceding quarter. Additionally, on or before January 30th of each calendar year, IKE shall provide the City and DSDP a statement of Net Revenue for the immediately preceding calendar year (Reconciliation Statement). If a Reconciliation Statement shows that the amount of the Public Benefit Revenue paid during any calendar year exceeded the amount actually due and owing by the IKE, IKE shall credit such overage against the Revenue Share payments next coming due until reimbursed in full. If a Reconciliation Statement shows that the amount of the Public Benefit Revenue paid during any calendar

- year was less than the amount actually due and owing by IKE for such year, then IKE shall pay such shortfall within thirty (30) days after submission of the Reconciliation Statement.
- 9.3 <u>Interest for Late Payment</u>. Any payment which IKE is required to make to City which is not paid on or before the respective date provided for in this Agreement shall be subject to interest at the rate of ten (10%) percent per annum from the date that is five (5) business days after the City provides written notice of nonpayment until such time as payment is actually received by the City.
- 9.11 <u>Sales and Use Tax.</u> Any required California State Sales and Use Tax, or similar State tax, levy, assessment or imposition shall be paid by IKE directly or added to payments and forwarded to the City as part of said payments. It is the City's intent that it is to receive all payments due from IKE as net of such California State Sales and Use Tax.
- 9.12 <u>Inspection and Audit of Records</u>. Upon City's reasonable request from time to time, IKE shall as promptly as practicable provide to the City the data and records to verify its performance of this Agreement in accordance with its terms and conditions. Upon the City's request, IKE shall make such information available to the City electronically or at reasonable times and locations in the City of San Diego, at IKE's option. IKE shall maintain such data and records for a period of not less than five years following receipt of final payment under this Agreement.
 - 9.13 <u>Contract Administrator</u>. The Director of the City's Economic Development Department, or Director's designee, or it's successive office shall be the Mayor's designated Contract Administrator.
- 9.14 <u>City Approval</u>. The approval or consent of City, wherever required in this Agreement, shall mean the written approval or consent of the Mayor, or Mayor's designated Contract Administrator as set forth in Section 9.13, unless otherwise required by law or expressly specified in this Agreement, without need for further action by the City Council.

Section 10. Marketing Rights and Partnership Benefits

City agrees to provide IKE the following Marketing Rights and Benefits set forth below, for the Term of this Agreement:

- 10.1 <u>Official Partner</u>. IKE shall have the exclusive right to be designated and referred to as the "Official Wayfinding Provider of the City of San Diego" and to use said designation in promotional and marketing efforts including press releases, stories, features and other publicity initiated by IKE or City.
- 10.2 <u>Promotional Materials and Prior Approval</u>. City will work with IKE to develop press releases, stories, features and other publicity about the partnership for distribution to media outlets upon the execution of this Agreement. IKE and City agree to develop a joint logo and templates for advertisements, promotional materials, promotional campaigns, product placement and appearance and any and all other materials that represent IKE's efforts to publicize and/or promote the rights and benefits granted to it under this Agreement. City shall work with IKE to pre-approve such templates for immediate use without further approval, although City may reserve the right for further review and approval, if needed.

Press releases, quotes of City officials and employees, and any affiliation of City with advertisers or sponsors, shall be subject to City's approval. IKE shall submit materials for which City is requiring approval to City not less than five (5) business days prior to the proposed release to the public.

10.3 <u>Web Site Presence</u>. Information about the Wayfinding System and this Marketing Partnership, including a link to IKE's web site, will be provided on the Corporate Partnership Program's web page on City's internet web sites throughout the duration of the Agreement.

Section 11. Intellectual Property

- 11.1 <u>Licensing</u>. City and IKE shall each retain ownership of, and all right, title and interest in and to, their respective intellectual property and no license therein, whether expressed or implied, is granted by this Agreement. To the extent the parties wish to grant to the other rights or interests in intellectual property, separate licensing agreements on mutually acceptable terms shall be executed.
- 11.2 <u>Use of City Name and Logo</u>. IKE shall use City's name, logo, and trademarks (collectively, City's Identifiers) only as set forth in this Agreement, for the purpose of carrying out the terms of this Agreement, and not for any other purpose. Notwithstanding the foregoing, IKE may use City Identifiers in customary promotional materials for the IKE brand and product, subject to the restrictions on use set forth in this Section 11.2 and subject to the City's approval in each instance. Any use other than that specifically provided for by this Agreement shall require the prior written consent and approval of City. IKE shall not make use of City's name, seal, logo, trademarks, or any other identifiers in any manner that would bring City, or any of its respective agents, representatives, employees or contractors into public disrepute, contempt, scorn or ridicule or tend to shock, insult or offend the community, public morals or decency. IKE shall not use City's Identifiers to incur any obligation or indebtedness on behalf of City. The obligations of IKE under this paragraph will survive expiration or termination of this Agreement.
- 11.3 <u>Use of IKE Name and Logo</u>. City shall use IKE's name, seal, logo, and trademarks (collectively, IKE Identifiers) only as set forth in this Agreement, for the purpose of carrying out this Agreement, and not for any other purpose. Any use other than that specifically provided for by this Agreement shall require the prior written consent and approval of IKE. City shall not make use of IKE's name, seal, logo, trademarks, or any other identifiers in any manner that would bring IKE, or any of its respective agents, representatives, employees or contractors into public disrepute, contempt, scorn or ridicule or tend to shock, insult or offend the community, public morals or decency. City shall not use IKE Identifiers to incur any obligation or indebtedness on behalf of IKE, or to hold itself out as being or representing IKE. The obligations of City under this paragraph will survive expiration or termination of this Agreement.

Section 12. Compliance with City Contracting Laws

12.1 <u>Americans with Disabilities Act</u>. IKE agrees to comply with Council Policy 100-04, which establishes that all City contractors, including but not limited to construction contractors,

- consultants, grantees, and providers of goods and services agree to comply with all applicable titles of the Americans with Disabilities Act. Council Policy 100-04 is by this reference incorporated into this Agreement.
- 12.2 <u>Drug Free Workplace</u>. IKE agrees to comply with Council Policy 100-17 that requires all City construction contractors, consultants, grantees and providers of services to provide a drug-free workplace for the performance of work done in connection with a contract held by the City. Council Policy 100-17 is by this reference incorporated into this Agreement.
- 12.3 Equal Employment and Subcontracting Opportunities. City and IKE agree that this Agreement is a marketing partnership with mutual benefits and obligations running to each Party, and not a contract for the provision of labor, materials, goods, supplies, services, or consultant services to the City, or for a grant from the City, or for the construction of public works, as the term "contract" is used and defined in San Diego Municipal Code sections 22.2701-22.2708 (EEO Outreach Program), 22.3501-22.3517 (Nondiscrimination in and 22.4301-22.4308 (Equal Benefits Contracting Ordinance). Ordinance). Notwithstanding that understanding, IKE acknowledges the importance of the goals and objectives of the City's program, and for the purpose of this Agreement, IKE agrees as follows:
 - a. IKE has completed the City's Work Force Report, which is attached as Exhibit G.
 - b. IKE shall not discriminate against any employee or applicant for employment on any basis prohibited by law. IKE shall provide equal opportunity in all employment practices.
 - c. IKE shall not discriminate on the basis of race, gender, gender identity, gender expression, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. IKE shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. IKE understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between IKE and any subcontractors, vendors, and suppliers shall contain this language.

Section 13. Insurance

- 13.1 <u>Insurance</u>. IKE shall maintain, at its own expense, the following types of insurance coverage during the Term, including any renewal or extension, of the Agreement:
 - 13.1.1 Commercial General Liability Insurance ("CGL") written on an occurrence basis which shall cover liability arising from any and all personal and advertising injury or property damage in the amount of at least two million dollars (\$2,000,000) per occurrence and subject to an annual aggregate of four million dollars (\$4,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

- 13.1.2 Commercial Automobile Liability Insurance for all of the IKE's automobiles, including owned, hired or non-owned automobiles ["any auto"]. IKE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form, or an equivalent form providing coverage at least as broad, for bodily injury and property damage for a combined single limit of two million dollars (\$2,000,000) per occurrence.
- 13.1.3 Worker's Compensation Coverage for all of IKE's employees who are subject to the Agreement and to the extent required by applicable state or federal law, IKE shall keep in full force and effect, a Worker's Compensation policy. That policy shall provide a minimum of one million dollars (\$1,000,000) of employer's liability coverage, and IKE shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials (if applicable), officers, employees, agents or representatives.
- 13.1.4 Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by IKE in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties.
- Insurer Requirements. All insurance required by the express provision of the Agreement shall be carried only by insurers rated at least "A-, VI" or better by the current A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the City. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California, is shown on the current List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meets the rating requirements.
- 13.3 <u>Coverage</u>. This insurance shall cover all of IKE's employees engaged in the performance of the Agreement. IKE shall require that all its subcontractors engaged in the performance of the Agreement maintain levels and limits of insurance coverage that meet IKE's current standards for subcontractors and shall provide to City a certificate evidencing such coverage and listing City as an additional insured.
- 13.4 <u>Additional Insured</u>. IKE shall name the City as an additional insured on all general and automobile liability policies required herein. The policies shall be primary and non-contributory to any insurance, as it relates to the City's operations that may be carried by the City, as reflected in a certificate, which shall be submitted to the City.
- 13.5 <u>Waiver of Subrogation.</u> The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its

- respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by IKE.
- 13.6 <u>Certificates</u>. IKE shall, within ten (10) days of execution of the Agreement, furnish the City with certificates of insurance for coverage as required herein. Companies writing the insurance under this article shall be licensed to do business by the State of California. All certificates for each insurance policy required by this Article shall be signed by a person authorized by that insurer.
- 13.7 <u>Notice of Cancellation</u>. The certificates shall provide that thirty (30) days prior written notice of cancellation of the insurance to which the certificates relate shall be given to the City.

Section 14. Indemnification

- IKE shall protect, defend, indemnify, and hold CITY and its elected officials, officers, 14.1 employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to IKE's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Agreement or any acts or omissions of IKE, and all expenses of investigating and defending against same, including without limitation attorneys' fees and costs; provided, however, that IKE's duty to indemnify and hold CITY harmless shall not include any established liability arising from the sole negligence or willful misconduct of CITY and its elected officials, officers, employees, representatives, and agents. CITY may, at its own discretion, conduct the defense, or participate in the defense, of any claim related in any way to this indemnification. If the CITY elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, IKE shall pay the CITY for all costs related thereto, including, without limitation, attorneys' fees and costs.
- In the event any notice or claim of lien is asserted against the property or interest of the City on account of or arising from any work done by or for IKE, or any person claiming by, through or under IKE, or for improvements or work, the cost of which is the responsibility of IKE, IKE shall satisfy and discharge such claim or lien or have such notice or claim of lien cancelled and discharged within thirty (30) days after written notice to IKE by City at the sole cost and expense of IKE. City shall not liable for any services, labor, material, or equipment furnished or to be furnished to IKE or IKE's contractors upon credit and no mechanic's or other lien for any services, labor, material, or equipment shall attach to or affect the property or interest of the City. Nothing in this Agreement shall be deemed or construed in any way to constitute City's consent or request, express or implied, by inference or otherwise, to any contractor, subcontractor, professional, laborer, equipment, or material supplier for the performance of any service or labor or the furnishing of any material or equipment for the benefit of City of the property.

Section 15. Default; Remedies

- 15.1 <u>Event of Default</u>. The following shall constitute an Event of Default under this Agreement regardless of whether any such event shall be voluntary or involuntary or shall result from the operation of applicable laws, rules or regulations or shall be pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:
 - (1) IKE fails to cause to be carried and maintained the insurance required by this Agreement and fails to immediately remedy such failure within ten (10) days of receipt of written notice thereof from City;
 - (2) Either party fails to comply with any material term, condition, or obligation of this Agreement and such failure continues unremedied for a period of thirty (30) days after the receipt of written notice thereof from the nondefaulting party; or
 - (3) Either party commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or shall make a general assignment for the benefit of creditors, or shall have an involuntary case or other proceeding instituted against it seeking similar relief;
 - (4) Either party commits an act, which violates a valid state or local law applicable to the Wayfinding program and does not remedy such violation within 30 days of notice of such violation.
- 15.2 <u>Declaration of Default</u>. Upon the occurrence of an Event of Default, and at any time thereafter so long as the same shall be continuing, the non-defaulting party may declare, at its option, this Agreement to be in default and: (1) if the Event of Default is a filing under Section 15.1(3) hereof, may immediately terminate this Agreement without any liability whatsoever; or (2) proceed under the Alternative Dispute Resolution procedures set forth in Section 15.4 hereof.
- 15.3 <u>Dispute Resolution</u>. If a dispute arises out of, or relates to the Agreement, or the breach thereof, and if said dispute cannot be settled through negotiations, the Parties agree to first endeavor to settle the dispute in good faith, using mandatory non-binding mediation administered by a neutral professional mediator affiliated with and under the rules of the National Dispute Resolution Center (NDRC) or JAMS, before having recourse in a court of law.
 - 15.3.1 Any such mediation shall be held in San Diego, California. The Parties agree to select a mediator from NDRC's or JAM's panel of approved neutrals.
 - 15.3.2 The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.
 - 15.3.3 Any agreements resulting from mediation shall be documented, in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is

otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

Section 16. Termination for Reasons Other than Default

16.1 Termination for Improper Consideration. City may, by written notice to IKE, immediately terminate the right of IKE to proceed under this Agreement if it is found that consideration, in any form, was offered or given by IKE, either directly or through an intermediary, to any City officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment for extension of the Agreement or the making of any determinations with respect to IKE's performance pursuant to the Agreement. In the event of such termination, City shall be entitled to pursue the same remedies against IKE as it could pursue in the event of default by IKE.

IKE shall immediately report any attempt by a City officer or employee to solicit such improper consideration. The report shall be made to the Director of City's Personnel Department. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

Section 17. Limitation on Liability

17.1 The City shall not be liable for any act or omission to the extent not attributable to its personnel. Notwithstanding anything in the Agreement to the contrary, in no event shall the City's cumulative liability for direct damages to IKE, whether in contract or in tort, exceed the amount of Marketing Rights Fees actually received by the City under the Agreement. Furthermore, notwithstanding anything in the Agreement to the contrary, in no event shall the City be liable for any indirect, special, consequential, incidental, or punitive damages or lost profits, however caused, which are incurred by IKE, its employees, subcontractors, and/or agents, or any third party, arising out of or in connection with the Agreement or the performance or breach thereof, even if IKE has been advised of the claim or potential claim or of the possibility of such damages. City shall have no liability whatsoever for interruptions or defects in website links from City websites to the IKE's website, except if caused by City's willful misconduct and resulting in injury to the IKE website. Except as otherwise specified herein, each party shall have all rights and remedies available at law or in equity in the event of an uncured Default by the other party.

Section 18. Miscellaneous

Notices. In all cases where written notice is required under the Agreement, such notice shall be given at the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing. Notice shall be sent by registered or certified mail, by a nationally recognized courier service, or by personal service, and shall be effective upon receipt. The addresses for notice and agents for service of process are:

City: Corporate Partnership Program
Attn: Sarah Brenha
The City of San Diego

San Diego, CA 92101 Phone: 619-533-3837

IKE: Ike Smart City, LLC Attn: Pete Scantland, CEO 250 N. Hartford Ave Columbus, OH 43222

Downtown San Diego Partnership Attn: Betsy Brennan 401 B St. Suite100 San Diego, CA 92101

- 18.2 <u>Non-Assignment</u>. No Party may assign its rights or delegate its duties under the Agreement to any other party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned. Subject to the provisions of this section, the Agreement shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the Parties hereto. However, any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of the Agreement. In no event shall any putative assignment create a contractual relationship with the putative assignee.
- Independent Contractors. IKE and any subcontractors employed by IKE are and shall be deemed to be independent contractors and not agents of the City. Any provisions of the Agreement that may appear to give the City any right to direct IKE concerning the details of operating the Wayfinding System, or to exercise any control over such performance, shall mean only that IKE shall follow the direction of the City concerning the end results of the performance.
- 18.4 Compliance with Controlling Law. IKE shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to the Agreement, including all applicable laws, regulations, and requirements relating to the marketing and sale of insurance. In addition, IKE shall comply immediately with all directives issued by the City or its authorized representatives under authority of any applicable laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.
- Amendment. The Parties may amend this Agreement from time to time to address changes deemed necessary by the Parties to address operational needs. All amendments to this Agreement shall be in writing and signed by both Parties. Except as otherwise specifically provided in this Agreement, only nonmaterial Amendments to the Agreement which do not materially change the scope of the Agreement, increase City's financial responsibility, or impose additional liability on City, may be executed without approval of the City Council.
- 18.6 <u>Jurisdiction and Venue</u>. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any

related disputes shall be in accordance with the laws of the State of California. The venue for any suit or proceeding concerning this Agreement shall be in the County of San Diego, State of California.

- 18.7 <u>Integration</u>. All exhibits referenced in this Agreement are incorporated into this Agreement by this reference. This Agreement and the exhibits and references incorporated into the Agreement fully express all understandings of the Parties concerning the matters covered in the Agreement. No change, alteration, or modification of the terms or conditions of the Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties and an amendment to the Agreement agreed to by both Parties. All prior negotiations and agreements concerning the subject matter hereof are merged into the Agreement.
- 18.8 <u>Precedence</u>. In resolving conflicts resulting from errors or discrepancies in any of the Agreement documents, the Parties will use the order of precedence as set forth below. The first document has the highest priority. The order of precedence from highest to lowest is as follows:

First: Any properly executed written amendment to the Agreement.

Second: The Agreement and all incorporated exhibits.

Third: The RFS and the City's written acceptance of any exceptions or clarifications to the RFS, if any.

In the event of conflicting provisions in any incorporated exhibit and this Agreement, this Agreement prevails.

- 18.9 <u>Counterparts</u>. The Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 18.10 No Waiver. No failure of either the City or IKE to insist upon the strict performance by the other of any covenant, term or condition of the Agreement, nor any failure to exercise any right or remedy upon a breach of any covenant, term, or condition of the Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter the Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- <u>18.11</u> Joint and Several Liability. If IKE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of IKE under this Agreement.
- 18.12 <u>Drafting Ambiguities</u>. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of the Agreement, and the decision of whether or not to seek advice of counsel with respect to the Agreement is a decision which is the sole responsibility of each Party. The Agreement shall not be

construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

- 18.13 Public Records Requests. Information contained in this Agreement and reports and other documents required by this Agreement are public records subject to disclosure unless a specific exemption in the California Public Records Act (CPRA) applies. The City may protect confidential and proprietary information provided by IKE only to the extent permitted by law. If IKE provides the City with information that is clearly marked as confidential or proprietary, and the City receives a CPRA requesting such information, then the City agrees to inform IKE of the request and of the City's decision to withhold or disclose the information. However, notwithstanding the City's agreement to notify IKE, the City shall not be liable to IKE for any damage or injury arising out of the City's failure to notify IKE or the City's disclosure of IKE's information, and such failure shall not be an Event of Default under Section 15 of this Agreement.
- 18.14 <u>Signing Authority</u>. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the City harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, the Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to City Council Ordinance No. O-______, and by IKE.

THE CITY OF SAN DIEGO

By:	
CHRISTINA BIBLER, DIRE	CTOR
Date:	

I hereby certify that I can legally bind IKE Smart City, LLC and that I have read all of this Agreement.

IKE SMART CITY, LLC
Du Pt Sentiel
By:
PETE SCANTLAND, CHIEF EXECUTIVE OFFICER
Date: 02/17/2023

I hereby certify that I can legally bind San Diego Downtown Partnership and that I have read all of this Agreement.

DOWNTOWN SAN DIEGO PARTNERSHIP

By: <u>Boter Brannan</u> BETSY BRENNAN, PRESIDENT & CHIEF EXECUTIVE OFFICER
BETSY BRENNAN, PRESIDENT & CHIEF EXECUTIVE OFFICER
Date: 2/17/2023
By: Justin Apger JUSTIN APGER, CHIEF OPERATING OFFICER
JUSTÍN APGER, CHIEF OPERATING OFFICER
Date: 2/17/2023
I hereby approve the form and legality of the foregoing Agreement this day o
MARA W. ELLIOTT, City Attorney
By:
Deputy City Attorney



EXHIBIT A PUBLIC IMPROVEMENT MAINTENANCE AGREEMENT

APPROVAL NUMBER:	PROJECT NUMBER:		
This agreement is made by and between the City of duly authorized representative oflocated at	f San Diego, a Municipal Corporation [City] and the [Applicant],		
n consideration of the grant of permission by the City of San Diego to install and maintain the following public improvements,			

- (a) The Improvements shall be installed and maintained in a safe and sanitary condition at the sole cost, risk, and responsibility of the Applicant.
- (b) With respect to any liability, including but not limited to claims asserted, demands, causes of action, costs, expenses, losses, attorney fees, damages, expenses or payments that the City may sustain or incur in any manner for damages or injuries, including those to any person (including disability, dismemberment, illness damages, or death) or property, arising from, related to, or resulting from the construction, maintenance, state of use, repair, or presence of the Improvements, the Applicant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against any and all liability.
- (c) The Applicant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole or active negligence or willful misconduct of the City, its agents, officers, or employees. The indemnity coverage extended herein shall apply to the City only if its actions are deemed secondary and passive and the City was in no way actively negligent. Nothing contained in this section shall be construed to alter, modify or otherwise waive or affect the rights, remedies, contractual provisions, clauses, covenants or duties not expressly stated herein, all of which are reserved to the parties. Applicant further agrees to pay any and all costs the City incurs to enforce the indemnity and defense provision above.
- (d) If City requires relocation or removal of all or part of Improvements, City shall give the Applicant thirty (30) calendar days' written notice. The Applicant shall thereafter have one hundred fifty (150) calendar days to relocate or remove all or part of the Improvements. The City will commit express review times to Applicant at no additional cost for permitting of alternate location. The Applicant shall restore the discrete area where the Improvement was located within the ROW to its conditions as they existed on the date of execution of this Agreement, subject to normal wear and tear. The Applicant agrees to pay any and all costs to relocate or remove all or part of the Improvement. The removal of all Improvements shall cause termination of Agreement by the City.

- (e) If Applicant requires relocation or removal of all or part of the Improvements, the Applicant shall give the City thirty (30) calendar days' written notice. The Applicant shall thereafter have one hundred fifty (150) calendar days to relocate or remove all or part of the Improvements. The Applicant agrees to pay any and all costs to relocate all or part of the Improvements. The Applicant shall restore the discrete area where the Improvement was located within the ROW pursuant to section (d) of this Agreement. The removal of all Improvements shall cause termination of this Agreement by the Applicant.
- (f) In case of an emergency, as determined by the City, the City shall give the Applicant thirty (30) calendar days' written notice to remove all or part of the Improvements. Applicant shall thereafter have forty-five (45) days thereafter to remove all or a part of the Improvements. If the Applicant fails to begin removal of all or part of the Improvements, the City may cause the work to be done, and the costs thereof shall be the responsibility of the Applicant. The City's request to remove the Improvements shall not be arbitrary or without reason.
- (g) Whatever rights and obligations were acquired by the City with respect to the rights-of-way shall remain and continue in full force and effect and shall in no way be affected by the City's grant of permission to construct and maintain the Improvements.
- (h) The Applicant shall maintain a policy of \$1 million liability insurance, with the City of San Diego and its respective elected officials, officers, employees, agents, and representatives named as additional insureds, in an amount approved by the City, that will protect the City from any potential claims which may arise from the Improvements.
- (i) The Applicant obligations under this Agreement shall also apply to their successors-in-interest.
- (j) In the event the City is required to place, replace or maintain a public improvement where the Applicant has constructed the Improvements, the Applicant shall pay the City that portion of the cost of placement, replacement, or maintenance caused by the construction, or existence of the Improvement.
- (k) Applicant shall, at Applicant's sole cost and expense and to the City's satisfaction, maintain the Improvements in good order and repair and in a safe, healthy, and sanitary condition at all times that this Agreement is in effect. The City shall at no time during the term of this Agreement be required to make any improvements or repairs to the Improvements. The Applicant shall keep the Improvements free and clear of rubbish, debris and litter at all times.
- (l) The Applicant shall bear all risks and liability arising out of or in any manner directly or indirectly connected with Applicant's occupancy, use, development, maintenance, and restoration of the Improvements and any damages to the Improvements resulting directly or indirectly thereby.
- (m) By entering into this Agreement, the City is not obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to Applicant's occupancy, use, development, maintenance, or restoration of the Improvements. Discretionary actions includes without limitation rezoning, variances, environmental clearances, and all other required governmental approvals.
- (n) The Applicant shall not assign any rights granted by this Agreement or any interest in this Agreement without City's prior written consent, which not may be unreasonably withheld or delayed
- (o) The Applicant shall, at its sole cost and expense, comply with all applicable rules, regulations, ordinances, laws and direction of all City, county, state and federal governing authorities.

- (p) Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or other affiliation between City and Applicant or between City and any other entity or party, or cause City to be responsible in any way for the debts or obligations of Applicant or any other party or entity.
- (q) This Agreement constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between them pertaining to this Agreement and Applicant's occupancy, use, development, maintenance, and restoration of the Improvements.
- (r) Any notice required to be given under this Agreement shall be in writing and may be served personally or delivered by United States mail, postage prepaid and addressed as follows:

THE CITY OF SAN DIEGO

(Date)

Deputy City Engineer	(Agency)
Development Services Department 1222 1st Ave, MS 501	
San Diego, CA 92101	(Mailing Address)
that he/she is authorized to execute and del duly adopted resolutions or other authorizin articles, charter, bylaws, or other written re binding upon such person or entity in accor- of another person or legal entity shall provi- and that such entity is a valid, qualified corp	ent on behalf of another person or legal entity represents and warrants liver this Permit on behalf of such person or entity in accordance with a actions which are necessary and proper and under such legal entity's rules of conduct or governing agreement, and that this Agreement is rdance with its terms. Each person executing this Agreement on behalf de City with evidence, satisfactory to City, that such authority is valid coration, limited liability company, partnership, or other unincorporated te and that such entity is qualified to do business in California.
	See Attached Exhibit(s)
	See Drawing Numberon
(A 1: (G: ()	file with the City of San Diego.
(Applicant Signature)	
	CITY OF SAN DIEGO APPROVED:
(Print Name and Title)	

(Deputy City Engineer Signature)

(Print Name)

(Date)

EXHIBIT B

WAYFINDING KIOSK ADVERTISING

As part of City's Memorandum of Understanding (MOU) with the Metropolitan Transit Development Board (MTS), adopted July 25, 1988, and amended February 25, 1991, and June 21, 1999, authorizing MTS to install bus stop shelters and bus benches in public right-of-way, City requires that all advertising placed as bus stops comply with the criteria set forth below. It is the intent of the City as part of this Agreement to require that advertising at IKE KIOSKS Stations comply with the same requirements for similar reasons, including:

That it continues to be the intent of the City to prohibit advertising on bus stop shelters and benches of alcoholic beverages, tobacco products, and firearms in recognition of the fact that many public transit patrons are minors, that possession of these products by minors is illegal and dangerous, and that advertising is a persuasive medium for encouraging the use of these products by minors; and

That Wayfinding Kiosks will also be located in the public right-of-way, will often be located near or adjacent to transit stops used by public transit patrons including minors, will be sponsored by the City and will include City identifiers, and will attract the attention of minors; and

This policy applies only to advertising located at Wayfinding Kiosks.

Wayfinding Kiosks Advertising Policy:

- 1. In its agreement with its advertising contractors, IKE shall reserve the right to reject any advertisement, commercial or noncommercial, which does not meet the standards set forth in this policy.
- 2. All advertising posted at IKE Kiosks must conform to the following criteria:
 - A. Defamatory Advertising. No advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.
 - B. Advertising Condoning Criminal Conduct. No advertising will be permitted that is likely to incite or produce imminent unlawful activity.
 - C. Obscene Advertising. No advertising will be permitted that contains obscene matter or matter harmful to minors, as defined in California Penal Code Sections 311 and 313.
 - D. False Advertising. No advertising will be permitted that contains false or grossly misleading information.
 - E. Alcohol, Tobacco, and Firearms. No advertising will be permitted that promotes the sale of alcoholic beverages, tobacco or tobacco products, or firearms.
 - F. Existing Laws. All advertisements must conform to applicable federal, state, and local laws.

City may make demand upon IKE for the removal of any advertisement, commercial or noncommercial, that does not conform to this policy. Such demand shall be in writing and shall state reasonable grounds for the demand. IKE shall consider and act upon the demand in accordance with this policy. IKE shall remove the noncompliant content within no more than 24 hours.

EXHIBIT D

Accessibility Checklist

The items noted as NO (not compliant) below should be addressed by providing additional information or revising the project, as noted.

Please note that this report identifies items that are not compliant or require more information on the plans to allow for the construction the next submittal shall address the requested revisions. Additional items and requirements may be identified in the course of evaluating the design.

General Codes and Standards:

CODES, REGULATIONS, AND STANDARDS

- Federal 2010 ADA Standards 28 CFR 35.151
- State -2019 California Building Code (CBC 11B-) (published on July 1, 2019), Part 2, CBSC (2018 IBC & California Amendments) (Title 24),
- Revised 508 Standards Access Board 2018

CBC 11B-104.1 Dimensions. Dimensions that are not stated as "max" or "minimum" are absolute.

DSA Advisory CBC 11B-104.1 Dimensions. This Section clarifies the dimensioning conventions used in this chapter. Dimensions not stated as 'max' or 'minimum' are absolute values for design purposes.

Specifying dimensions in design in the manner described above will better ensure that facilities and elements accomplish the level of accessibility intended by these requirements. It will also more often produce a result of strict and literal compliance with the stated requirements and eliminate enforcement difficulties and issues that might otherwise arise.

An element designed specifying either the max or minimum permitted dimensions puts the construction at risk if construction errors result in a violation of the standards. It is good practice to specify a dimension less than the required max (or more than the required minimum) by the amount of the expected field or manufacturing tolerance and not to state any tolerance in conjunction with the specified dimension.

In other words, dimensions noted in accessibility provisions as "max" or "minimum" should not be considered dimensions for design, as they represent the limits of a requirement and are not subject to construction tolerance. To be sure that field tolerances result in usable construction, notes and dimensions in construction documents should anticipate expected tolerances so that a required dimensional range is not exceeded by the addition of a finish or a variation in construction practice.

- 1. For example, the 1:12 slope stated in ADAAG, and ADA/ABAAG is a max slope for ramps, not a design requirement, design with 1:13 Slope
- 2. When a dimension range is a regulatory requirement, use the midpoint of the range as the drawing dimension.

- 3. When a dimension is a max regulatory requirement, use a dimension below per instance for if 34" max is the required regulatory dimension, then the designer shall specify 33".
- 4. When a dimension is a MINIMUM regulatory requirement, use a dimension ABOVE per instance for if 27" min is the required regulatory dimension, then the designer shall specify 28".

II. General Plan review comments:

Checklist:

Legend:

2010 ADA Standards *ADA STDs*. 2019 California Building Code *CBC* 2018 508 Standards 508

Yes - design complies with the item;

- No design is not in compliance with the item or the plans are missing information to Show compliance;
- NA item does not apply to the project;
- Comment description of missing information or requested revisions

N O	N A			
		2.0	Accessible routes	
		2.1	Accessible routes and spaces shall have Ground and floor surfaces firm, stable, and slip-resistant. ADA Stds. 302.1 & CBC 11B-CBC 11B-302.1 "A stable surface is one that remains unchanged by contaminants or applied force so that when the contaminants or force is removed, the surface returns to its original condition. A firm surface resists deformation by either indentations or particles moving on its surface. A slip-resistant surface provides sufficient frictional counterforce to the forces exerted in walking to permit safe ambulation. Outdoor walking surfaces are often constructed of concrete or asphalt. Where permeable surfaces such as compacted decomposed granite or similar material are part of the accessible route, stabilizing admixtures or binders can help to provide a firm, stable and slip-resistant surface. Such surfaces should be edged or otherwise contained to provide stability. The maintenance required to keep these surfaces firm and stable should be considered when selecting such materials. Additional information regarding accessible exterior surfaces is available on the US Access Board	7/4 3.4 2 12.7 14 3.4 15.4 Figure 118-303.3 Beveled Change in Level Surface Opening (ross Section)

website at http://www.access-board.gov/research/completed-research/accessible-exterior-surfaces".

2.2 Changes in level less than ¼" can be vertical between ¼" - ½" shall be leveled with a slope not steeper than 1:2, changes greater than ½" shall be ramped.

ADA Stds. 303.1 & CBC 11B- CBC 11B-303.1

2.3. Mats shall be attached and have a firm cushion or backing. The maximum pile height can be ½". ADA Stds. 302.2 & CBC 11B-CBC 11B-302.2

Are edges of carpets and mats securely attached to minimize tripping hazard Are the carpet transitions complying with changes in level

2.4 Slopes along walkways, halls, or corridors conform to standards.

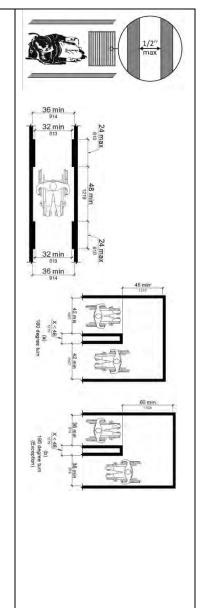
ADA Stds. 403.3 & CBC 11B- CBC 11B-403.3

- 2.5 level changes along accessible routes between the pedestrian area and adjacent surface on the plans. If drop exceeds ¼" in height, specify and provide the following details. ADA Stds. 303 and CBC 11B-303
 - a. Abrupt vertical drops between ¹/₄" and 4".
 - b. 6" high warning concrete curb if vertical drop exceeds 4". CBC 11B- CBC 11B-303.51

Exceptions:

- **a.** Between a walk or sidewalk and a street or driveway.
- b. If the adjacent grade is higher than the pedestrian way.
- c. If cane-detectable handrails, guardrails, or wheel-guides are provided.
- 2.6 Identify the location of all gratings within the accessible route and provide a cut sheet of gratings for backcheck review. CBC 11B- CBC 11B-302.3
- 2.7 Openings in floor or ground surfaces shall not allow passage of a sphere more than ½" diameter except as allowed in Sections 11B-407.4.3, 11B-409.4.3, 11B-410.4, 11B-810.5.3, and 11B-810.10. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel. 11B-302.3

 Advisory 11B-302.3 Openings. Elongated openings, like those of most grates, must be oriented so that the long dimension is perpendicular to the dominant travel direction. In locations where there is no dominant flow pattern, openings should be limited to ½" in both dimensions. Where an accessible route is available to bypass openings completely, they can be oriented in any direction.
- 2.8 A continuous band of detectable warning surface (36" deep) is provided where a walk crosses or adjoins a vehicular way (curb ramp at access aisle), and the walking surface is not separated from the hazardous vehicular way by curbs, railings or other elements. CBC 11B- CBC 11B-247.1.2.5



2.10	The surface, slope, and changes in level along accessible routes comply with ADA Stds. 403 & CBC 11B-403	
2.11	a. The clear width of the walking surface shall be 36" walkways CBC 11B- CBC 11B-403.5.1	
	 b. It is permitted to be reduced to 32" for a length of 24" if segments at each end of 36" long by 48" wide minimum. c. 48" minimum for walks and sidewalks (not including curb). CBC 11B-1133B.7.1, 1005 Exception: 1. When, because of right-of-way restrictions, natural barriers, or other existing conditions, the enforcing agency determines that compliance with the 48" clear sidewalk width would create an unreasonable hardship, the clear width may be reduced to 36". 	36"min
2.12	Passing spaces shall be provided at an accessible route with a clear width less than 60" at intervals of 200' max. Passing spaces shall be either: space 60" minimum by 60" minimum; or, an intersection of two walking surfaces providing a T-shaped extend 48" minimum beyond the intersection <i>ADA Stds.</i> 403.5.3 & CBC 11B- 405.5.3	niin 60"mir
2.20	Protrusion limits - do all objects on circulation paths E.g., fire extinguishers, drinking fountains, signs, etc., with Protruding objects conform. <i>ADA Stds.307.1. & CBC 11B-CBC 11B-307.1</i>	
USD	Please provide a cut sheet whenever you have a model selected for review, and reflect the proposed size on the plans OJ Advisory CBC 11B-307.2 Protrusion limits. When a cane is used and the element is in the detectable range, it gives a person sufficient time to detect the element with the cane before there is body contact. Elements located on circulation paths, including operable elements, must comply with requirements for protruding objects. For example, awnings and their supporting structures cannot reduce the	

minimum required vertical clearance. Similarly, casement windows, when open, cannot encroach more than 4" into circulation paths above 27" ADA Stds.307.2. & CBC 11B-CBC 11B-307.2

- **2.21** Post-mounted objects. Free-standing objects mounted on posts or pylons shall overhang circulation paths 12" max when located 27" min and 80" max above the finish floor or ground.
- 2.22 Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12", the lowest edge of such sign or obstruction shall be 27" max or 80" minimum above finish floor or ground.

Exception: The sloping portions of handrails serving stairs and ramps shall not be required to comply with Section CBC 11B-307.3. ADA Stds. 307.3. & CBC 11B-CBC 11B-307.3

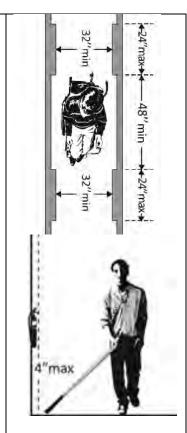
- 2.23 Edges and corners. Where signs or other objects are mounted on posts or pylons, and their bottom edges are less than 80" above the floor or ground surface, the edges of such signs and objects shall be rounded or eased, and the corners shall have a minimum radius of 1/8 inch). ADA Stds. 307.3.1. & CBC 11B-CBC 11B-307.3.1
- 2.24 Vertical clearance shall be 80" minimum.

E.g. if the bottom of the stairway is open, a detail is shown on the plans Guardrails or other barriers shall be provided where the vertical clearance is less than 80". The leading edge of such guardrail or barrier shall be located 27" maximum above the finish floor or ground.

ADA Stds. 307.4 & CBC 11B- CBC 11B-307.4

Exception: Door closers and door stops shall be permitted to be 78" minimum above the finish floor or ground.

- **2.25 Guy braces.** Where guy support is used within either the width of a circulation path or 24" max outside of a circulation path, a vertical guy brace, sidewalk guy, or similar device shall be used to prevent a hazard or an overhead obstruction.
- 2.26 Abrupt changes in level exceeding 4" vertical height along a path of travel or accessible route (i.e., ramps, landings, walks, sidewalks, or other pedestrian ways) are required to be provided with a curb a minimum of 6" in height above the walkway surface or a guardrail or handrail with a guide rail centered 3" plus or minimum 1" above the surface of the walk or sidewalk. CBC 11B-303.5
- 2.27 If a walk crosses or adjoins a vehicular way, and the walking surfaces are not separated by curbs, railings, or other elements between the pedestrian areas next to vehicular areas, the boundary between





2.	the areas shall be defined by a continuous detectable warning which is 36" wide. <i>CBC 11B-247.1.2.5</i> Color shall be yellow conforming to Federal Color No. 33538 of Standard No. 595B, and material/type shall be per the most current and adopted City of San Diego Standards <i>SDG-130</i> . Exceptions: 1. A warning curb is not required between a walk or sidewalk and an adjacent street or driveway. A warning curb is not required when a guard or handrail is provided with a guide rail centered 2" minimum and 4" max above the surface of the walk or sidewalk.	MEADOCCH TOGES BO NOTES MANAGE ANTIMAM STREET MANAGE MANAGE TOMA TOMA TOMA TOMA TOMA TOMA TOMA TOM
2.30	The Kiosk shall not block the spaces required at existing accessible elements, for instance: The wheel chair spaces required at traffic signals pedestrian push buttons. The accessible route required to the wheel chair space to the pedestrian push button	
3.0	The Kiosk - if installed next to a corner at the street intersection Curb ramps are provided at street corners serving the site and where a pedestrian way (accessible route of travel) crosses a curb. ADA Stds. 402.2, 406. All curb ramps are per the latest adopted City of San Diego Standard Drawings See SDG-130 series. Ensure that there is a curb ramp compliant with the minimum requirements	
3.1	Indicate the location and layout of all curb ramps on the site plans. The path of travel (dashed line) is connected to the curb ramps. ADA Stds. 402.2, 406 & CBC 11B- CBC 11B-402.2, 406 and SDG 130s	
3.2	Typical curb ramp details must match the actual layout. Provide dimensioned detail in 1/4" scale representing the actual layout, including associated sidewalks, for all accessible curb ramps under this project; include spot elevations at top and bottom of the curb ramp, top and bottom landing and at relevant spots on the sidewalk.	
3.3	Curb ramps cannot project into vehicular traffic lanes or the accessible parking space or adjacent access aisle.	
3.4	Indicate the type of curb ramp per Standard drawing. Indicate curb ramp slope based on available length and elevation change. Use the least possible slope but never greater than the 7.5 % (8.3% max).	

Indicate side flare slope (10% max) Top landings 1.5% in all directions Turning space 48" by 48" minimum The counter slope of adjoining gutters or road surface at the bottom of and immediately adjacent to the curb ramp (5% max for 48" in the direction of travel). The counter slope shall be 2% if the curb ramp is serving an accessible parking space CBC 11B- CBC 11B-406.5.8 Grade breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run. Grade breaks shall not be permitted on the surface of ramp runs and turning spaces. Surface slopes that meet at grade breaks shall be flush. CBC 11B- CBC 11B-406.5.6 At diagonal curb ramps at the bottom of the curb ramps shall have a clear space 48" minimum outside active traffic lanes of the roadway. CBC 11B- CBC 11B-406.5.9 Diagonal or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. Diagonal curb ramps with flared sides shall have a segment of curb 24" long minimum located on each side of the curb ramp and within the marked crossing. CBC 11B- CBC 11B-406.5.10 Indicate Detectable warning tiles per Standard Drawings SDG-130. CBC 11B- CBC 11B-406.5.12 508 Standards. Kiosks shall comply with the ATM requirements 303 - Changes in level ADA2010 (generally not permitted) 305 Clear Floor or Ground Space **305.1** General **305.2** Floor or Ground Surfaces **305.3** Size 305.4 Knee and Toe Clearance 305.5 Position **305.6** Approach preferably front approach **305.7** Maneuvering Clearance 306 – Knee and Toe if applicable, depends on the kiosk profile and the screen location Protruding Objects so the profile of the kiosk and placements does not become a protruding object General Reach Ranges (reach ranges specified in 508 Guidelines and Operable Parts and included in 308 407.8] 309 Operable Parts (refer to Section 508 for complete most current) Kiosks must be visually and tactilely identifiable to users as accessible (e.g., an international symbol of accessibility affixed to the front of the device

Push buttons if provided shall comply with operable parts: 11B-309

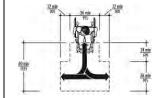
Clear Floor Space - complying with 305 shall be provided. 11B-309.2

Height - Operable parts shall be placed within one or more of the reach ranges specified in 308 (15" min AFF and 48" max if no obstruction.

11B-309.3

Operation - Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds maximum. 11B-309.4

A clear floor space is provided for a forward approach

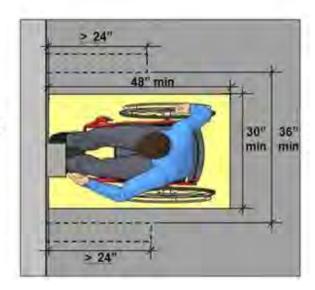


Forward Approach and Reach

Clear Floor Space [§309.2]

Clear floor space for forward approaches must extend up to or, if knee or toe space is provided, below operable parts. This facilitates access since the forward reach does not extend beyond a wheelchair user's toes.

If clear floor space is obstructed on both sides more than half the minimum required depth, a wider clearance (36" min.) is required for maneuvering and sway.



402.1 General

ICT with closed functionality shall be operable without requiring the user to attach or install assistive technology other than personal headsets or other audio couplers and shall conform to 402.

402.2 Speech-Output Enabled

ICT with a display screen shall be speech-output enabled for full and independent use by individuals with vision impairments.

EXCEPTIONS:

- 1. Variable message signs conforming to 402.5 shall not be required to be speech-output enabled.
- 2. Speech output shall not be required where ICT display screens only provide status indicators and those indicators conform to 409.
- 3. Where speech output cannot be supported due to constraints in available memory or processor capability, ICT shall be permitted to conform to 409 in lieu of 402.2.
- 4. Audible tones shall be permitted instead of speech output where the content of user input is not displayed as entered for security purposes, including, but not limited to, asterisks representing personal identification numbers.
- 5. Speech output shall not be required for: the machine location; date and time of transaction; customer account number; and the machine identifier or label.
- 6. Speech output shall not be required for advertisements and other similar information unless they convey information that can be used for the transaction being conducted.

402.2.1 Information Displayed On-Screen

Speech output shall be provided for all information displayed on-screen.

402.2.2 Transactional Outputs

Where transactional outputs are provided, the speech output shall audibly provide all information necessary to verify a transaction.

402.2.3 Speech Delivery Type and Coordination

Speech output shall be delivered through a mechanism that is readily available to all users, including, but not limited to, an industry standard connector or a telephone handset. Speech shall be recorded or digitized human or synthesized. Speech output shall be coordinated with information displayed on the screen.

402.2.4 User Control

Speech output for any single function shall be automatically interrupted when a transaction is selected. Speech output shall be capable of being repeated and paused.

402.2.5 Braille Instructions

Where speech output is required by 402.2, braille instructions for initiating the speech mode of operation shall be provided. Braille shall be contracted and shall conform to 36 CFR part 1191, Appendix D, Section 703.3.1.

EXCEPTION: Devices for personal use shall not be required to conform to 402.2.5.

402.3 Volume

ICT that delivers sound, including speech output required by 402.2, shall provide volume control and output amplification conforming to 402.3.

EXCEPTION: ICT conforming to 412.2 shall not be required to conform to 402.3.

402.3.1 Private Listening

Where ICT provides private listening, it shall provide a mode of operation for controlling the volume.

Where ICT delivers output by an audio transducer typically held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.
402.3.2 Non-private Listening
Where ICT provides non-private listening, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. A function shall be provided to automatically reset the volume to the default level after every use.
402.4 Characters on Display Screens
At least one mode of characters displayed on the screen shall be in a sans serif font. Where ICT does not provide a screen enlargement feature, characters shall be 3/16 inch high minimum based on the uppercase letter "I". Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background.
402.5 Characters on Variable Message Signs Characters on variable message signs shall conform to section 703.7 Variable Message Signs of ICC A117.1-2009 (incorporated by reference, see 702.6.1).
403 Biometrics
403.1 General
Where provided, biometrics shall not be the only means for user identification or control. EXCEPTION: Where at least two biometric options that use different biological characteristics are provided, ICT shall be permitted to use biometrics as the only means for user identification or control. 404 Preservation of Information Provided for Accessibility
405 Privacy
405.1 General The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.
406 Standard Connections
406.1 General Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.
407.1 General. Where provided, operable parts used in the normal operation of ICT shall conform to 407.
407.2 Contrast. Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or

symbols on a dark background or dark characters or symbols on a light background.

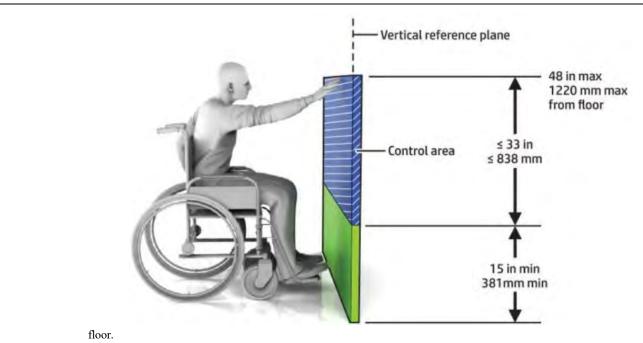
407.3 Input Controls. At least one input control conforming to 407.3 shall be provided for each function.

Exception from E407.3 Input Controls: Devices for personal use with input controls that are audibly discernable without activation and operable by touch shall not be required to conform to 407.3.

- 407.3.1 Tactilely Discernible. Input controls shall be operable by touch and tactilely discernible without activation.
- **407.3.2** Alphabetic Keys. Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the "F" and "J" keys shall be tactilely distinct from the other keys.
- **407.3.3** Numeric Keys. Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).
- **407.4 Key Repeat**. Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.
- **407.5 Timed Response.** Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.
- **407.6 Operation.** At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum.
- **407.7** Tickets, Fare Cards, and Keycards. Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.
- **407.8 Reach Height and Depth.** At least one of each type of operable part of stationary ICT shall be at a height conforming to 407.8.2 or 407.8.3 according to its position established by the vertical reference plane specified in 407.8.1 for a side reach or a forward reach. Operable parts used with speech output required by 402.2 shall not be the only type of operable part complying with 407.8 unless that part is the only operable part of its type.
 - 407.8.1 Vertical Reference Plane. Operable parts shall be positioned for a side reach or a forward reach determined with respect to a vertical reference plane. The vertical reference plane shall be located in conformance to 407.8.2 or 407.8.3.
 - 0 407.8.1.1 Vertical Plane for Side Reach. Where a side reach is provided, the vertical reference plane shall be 48 inches long minimum.
 - O 407.8.1.2 Vertical Plane for Forward Reach. Where a forward reach is provided, the vertical reference plane shall be 30 inches long minimum.
 - 407.8.2 Side Reach. Operable parts of ICT providing a side reach shall conform to 407.8.2.1 or

407.8.2.2. The vertical reference plane shall be centered on the operable part and placed at the leading edge of the maximum protrusion of the ICT within the length of the vertical reference plane. Where a side reach requires a reach over a portion of the ICT, the height of that portion of the ICT shall be 34 inches maximum.

- O 407.8.2.1 Unobstructed Side Reach. Where the operable part is located 10 inches or less beyond the vertical reference plane, the operable part shall be 48 inches high maximum and 15 inches high minimum above the floor.
- O 407.8.2.2 Obstructed Side Reach. Where the operable part is located more than 10 inches, but not more than 24 inches, beyond the vertical reference plane, the height of the operable part shall be 46 inches high maximum and 15 inches high minimum above the floor. The operable part shall not be located more than 24 inches beyond the vertical reference plane.
- 407.8.3 Forward Reach. Operable parts of ICT providing a forward reach shall conform to 407.8.3.1 or 407.8.3.2. The vertical reference plane shall be centered, and intersect with, the operable part. Where a forward reach allows a reach over a portion of the ICT, the height of that portion of the ICT shall be 34 inches maximum.
 - O 407.8.3.1 Unobstructed Forward Reach. Where the operable part is located at the leading edge of the maximum protrusion within the length of the vertical reference plane of the ICT, the operable part shall be 48 inches high maximum and 15 inches high minimum above the



- o 407.8.3.2 Obstructed Forward Reach. Where the operable part is located beyond the leading edge of the maximum protrusion within the length of the vertical reference plane, the operable part shall conform to 407.8.3.2. The maximum allowable forward reach to an operable part shall be 25 inches.
 - 407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach. The height of the operable part shall conform to Table 407.8.3.2.1.
 - 407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach. Knee and toe space under ICT shall be 27 inches high minimum, 25 inches deep maximum, and 30 inches wide minimum and shall be clear of obstructions.
- **408.1** General. Where provided, display screens shall conform to 408.
- **408.2** Visibility. Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches above the floor space where the display screen is viewed.
- **408.3 Flashing.** Where ICT emits lights in flashes, there shall be no more than three flashes in any one-

	08.3 Flashing: Flashes that do not exceed the general flash and red flash thresholds defined in WCAG 2.0 ference, see 702.10.1) are not required to conform to 408.3.
409.1 General. Where prov	vided, status indicators shall be discernible visually and by touch or sound.
-	vided, color coding shall not be used as the only means of conveying information, indicating an action, se, or distinguishing a visual element.
411.1 General. Where pro an action, or promp	vided, audible signals or cues shall not be used as the only means of conveying information, indicating ting a response
412.2 Volume Ga 412.2.1 Volume Ga analog and digital v 412.2.2 Volume G Exception from E41 412.3 Interference transducer that is ty effective magnetic v C63.19-2011 (incomposed in the manner specifical (incorporated by reference) 412.5 Real-Time Galler ID. V 412.7 Video Comsupport communica 413.1 General. Where ICT	in. ICT that provides two-way voice communication shall conform to 412. in. ICT that provides two-way voice communication shall conform to 412.2.1 or 412.2.2. Gain for Wireline Telephones. Volume gain conforming to 47 CFR 68.317 shall be provided on vireline telephones. Sain for Non-Wireline ICT. A method for increasing volume shall be provided for non- wireline ICT. 12.2 Volume Gain: ICT conforming to 412.2 shall not be required to conform to 402.3. Expectation and Magnetic Coupling. Where ICT delivers output by a handset or other type of audio repically held up to the ear, ICT shall reduce interference with hearing technologies and provide a means for wireless coupling in conformance with 412.3.1 or 412.3.2. 412.3.1 Wireless Handsets. ICT in the form of wireless handsets shall conform to ANSI/IEEE corporated by reference, see 702.5.1). 412.3.2 Wireline Handsets. ICT in the form of wireline handsets, including cordless handsets, shall 1083-B (incorporated by reference, see 702.9.1). oding of Speech. ICT in IP-based networks shall transmit and receive speech that is digitally encoded in d by ITU-T Recommendation G.722.2 (incorporated by reference, see 702.7.2) or IETF RFC 6716 ference, see 702.8.1). Text Functionality. [Reserved]. Where provided, caller identification and similar telecommunications functions shall be visible and audible. munication. Where ICT provides real-time video functionality, the quality of the video shall be sufficient to tion using sign language. displays or processes video with synchronized audio, ICT shall provide closed technology that conforms to 413.1.1 or 413.1.2.

	 413.1.1 Decoding and Display of Closed Captions. Players and displays shall decode closed caption data and support display of captions. 413.1.2 Pass-Through of Closed Caption Data. Cabling and ancillary equipment shall pass through caption data. 	

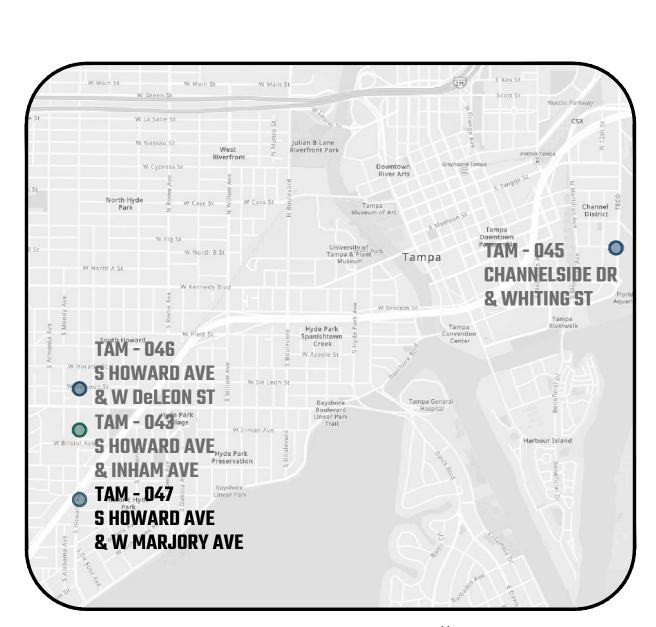
EXHIBIT E

SITE PLAN

Ike Smart City - Tampa Proposed Site Plan - TAM - 047 S Howard Ave & W Marjory Ave Tampa, Florida 33602

AREA OF WORK Project Location W MARJORY AVE S HOWARD AVE & W MARJORY AVE





IKE KIOSK LOCATION MAP 🎺 NOT TO SCALE

UTILITY CONTACTS

GREGORY F. KIENINGER, P.E. (813)-228-4231

CITY OF TAMPA UTILITIES - WATER: **GREGORY CUNNINGHAM**

CITY OF TAMPA UTILITIES - WASTEWATER:

JENNA C. JACKSON (813)-275-3794

CITY OF TAMPA:

JXJACKSON@TECOENERGY.COM

BRIAN.PASZKO@TAMPAGOV.NE



LIST OF DRAWINGS



SHEET TITLE **COVER SHEET GENERAL PROJECT NOTES EXISTING SITE CONDITIONS** CIVIL SITE PLAN SITE DETAILS & MOT DIAGRAMS **ELECTRICAL NOTES & SYMBOLS ELECTRICAL SITE PLAN ELECTRICAL DETAILS** KIOSK FOUNDATION

KIOSK ELEVATION VIEW

KIOSK SPECIFICATIONS

CLIENT

SMART CITY

IKE SMART CITY, LLC **250 N HARTFORD AVE** COLUMBUS, OHIO 43222

PH: 614.429.8874

CONTACT: GUNNAR SAMUELSON CONSTRUCTION PROJECT MANAGER

CONTACT: TOM BERNARD, PE PH: 813.373.9595 www.priority-eng.com

PROJECT NO. 22-0003.01

PROJECT DESCRIPTION.

PROJECT INSTALLATION OF NEW KIOSK SUPPORTING CONDUIT/WIRING AND PEDESTRIAN ACCESS.

PROJECT SEQUENCE OF CONSTRUCTION.

- SAWCUT AND REMOVE EXISTING PAVEMENT TO ACCOMMODATE PROPOSED IMPROVEMENTS.
- CONTRACTOR TO INSTALL 2" CONDUIT AND WIRING TO CONNECT TO EXISTING ELECTRICAL VAULT
- CONTRACTOR TO INSTALL NEW CONCRETE PAD FOR ELECTRICAL PEDESTAL/OUTLET CONTRACTOR TO INSTALL KIOSK ALL REQUIREMENTS OF TECO AND THE CITY OF TAMPA

FLOOD NOTE:

THE SUBJECT PROPERTY LIES WITHIN ZONE "X", PER FLOOD INSURANCE RATE MAP NUMBER 12057C0354H COMMUNITY NUMBER 120114, PANEL NUMBER 0354, SUFFIX H, WITH AN EFFECTIVE DATE OF 08/28/2008

PERMITS REQUIRED FOR PROJECT		
PERMIT	CITY/AGENCY	APPROVAL
R.O.W.	CITY OF TAMPA	
BUILDING	CITY OF TAMPA	





Engineer's Seal



Certification

IKE SMART CITY

Project Location S HOWARD AVE & W MARJORY AVE TAMPA, FL 33606

Sheet Name

COVER SHEET

Revisions

ISSUED FOR PERMITS

04/22/2022 PE Project No. 22-0003.04 ENG/CADD: Checked By Reviewed By: TB

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME RESPONSIBILITY FOR SAFETY OF THE WORK. OF PERSONS ENGAGED IN THE WORK. OF NEARBY

NOT TO SCALE

OVERALL SITE PLAN

GENERAL NOTES

- REGULATIONS ALL CONSTRUCTION SHALL BE DONE IN A WORKMAN LIKE MANNER AND SHALL CONFORM TO ALL COUNTY, STATE AND FEDERAL REGULATIONS AND OR CODES INCLUDING BUT NOT LIMITED TO THE CURRENT CITY OF TAMPA AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LATEST REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES TO BEGIN WORK AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
- STANDARD DETAILS AND SPECIFICATIONS STATE, COUNTY AND CITY CONSTRUCTION DETAILS AND SPECIFICATIONS SHALL BE APPLIED TO THE APPROPRIATE AREAS OF THE PLANS, GENERALLY DIFFERENTIATED BY PROPERTY OWNERSHIP LINES OR INTENT OF THE DESIGN. ANY CONFLICTS BETWEEN GOVERNING STANDARDS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- 3. DATUM UNLESS OTHERWISE NOTED, ELEVATIONS SHOWN HEREON REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). HORIZONTAL DATA SHOWN HEREON REFERS TO N.A.D. 83 FLORIDA STATE PLANE WEST ZONE. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE CONSTRUCTION BEGINS OR RESUMES.
- 4. CHANGES ALL CHANGES SHALL BE SUBMITTED IN WRITING AND APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
- GUARANTEE THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF PROJECT ACCEPTANCE, DURING WHICH ALL FAULTY CONSTRUCTION AND/OR MATERIAL SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
- SHOP DRAWINGS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR REVIEW AND PBCWUD APPROVAL. STRUCTURE SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL STRUCTURAL ENGINEER REGISTERED IN THE STATE OF
- MAINTENANCE OF TRAFFIC (M.O.T.) UNLESS OTHERWISE PERMITTED, THE CONTRACTOR SHALL MAINTAIN EXISTING PEDESTRIAN AND VEHICULAR TRAFFIC AND ACCESS AT ALL TIMES DURING CONSTRUCTION AND SHALL PROVIDE THE NECESSARY TEMPORARY PAVEMENT, BARRICADES, LIGHTING, SIGNS, FLAGMEN, ETC. FOR THE SAFETY OF THE PUBLIC. THE CONTRACTOR SHALL SUBMIT M.O.T. AND A.D.A. ACCESS PLANS TO THE ENGINEER FOR REVIEW AND CITY, COUNTY AND STATE APPROVAL OF WORK TO BE DONE WITHIN THEIR RIGHTS OF WAY. M.O.T. SHALL BE IN ACCORDANCE WITH A.D.A., M.U.T.C.D. AND F.D.O.T. INDEX SERIES 600.
- RECORD DRAWINGS THE CONTRACTOR SHALL SUBMIT RECORD DRAWINGS TO THE ENGINEER FOR REVIEW AND APPROVAL. RECORD DRAWINGS MUST BE SIGNED AND SEALED BY A PROFESSIONAL SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND BE REFERENCED TO THE DATUM SHOWN IN THE CONSTRUCTION PLANS. ANY UNMARKED UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE INCORPORATED INTO THE RECORD DRAWINGS. ALL UTILITIES MUST BE SHOWN IN THEIR AS-BUILT LOCATION.
- RESPONSIBILITY THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING UTILITIES WHETHER SHOWN ON THE PLANS OR NOT. THE CONTRACTOR SHALL VERIFY THE LOCATION. SIZE AND MATERIAL OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. THE APPROPRIATE UTILITY COMPANY SHALL BE NOTIFIED PRIOR TO ANY CONSTRUCTION IN OR AROUND THAT UTILITY. CALL "SUNSHINE STATE ONE CALL" AT 1-800-432-4770 PRIOR TO ANY EXCAVATION. THE ENGINEER AND OWNER SHALL BE HELD HARMLESS AGAINST ALL CLAIMS OR DAMAGES.
- 10. RESTORATION THE CONTRACTOR SHALL IMMEDIATELY REPAIR AND RESTORE EXISTING SITE FEATURES INCLUDING PAVEMENT. DRIVEWAYS, PIPES. FENCES. TRAFFIC CONTROL DEVICES. MAILBOXES AND PROPERTY CORNERS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES. THE REPAIR AND RESTORATION SHALL CONFIRM TO APPLICABLE STANDARDS AS GOVERNED.
- OPEN TRENCHES ALL OPEN TRENCHES AND HOLES SHALL BE PROPERLY MARKED AND BARRICADED TO INSURE THE SAFETY OF VEHICULAR AND PEDESTRIAN TRAFFIC. NO OPEN TRENCHES OR HOLES SHALL BE LEFT OPEN DURING NIGHT TIME HOURS WITHOUT EXPRESSED PERMISSION FROM THE OWNER. ENGINEER AND REGULATING AGENCIES. ALL TRENCHES SHALL COMPLY WITH OSHA TRENCH SAFETY ACT PROVISIONS.
- 12. CONFLICTS ANY CONFLICTING INFORMATION BETWEEN REGULATING AGENCIES AND THE CONSTRUCTION DOCUMENTS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER. AFFECTED CONSTRUCTION SHALL NOT COMMENCE OR RESUME UNTIL PERMISSION IS GRANTED BY THE ENGINEER OR OWNER.

CLEARING AND GRUBBING

- CLEARING CLEARING SHALL BE LIMITED TO THE CONSTRUCTION AREA AND/OR AS DIRECTED BY THE ENGINEER OR OWNER AND APPROVED BY THE
- GRUBBING ALL STUMPS, ROOTS, BURIED LOGS OR OTHER UNSUITABLE MATERIAL WITHIN THE LIMITS OF PAVEMENT CONSTRUCTION SHALL BE REMOVED TO A DEPTH OF 3 FEET BELOW FINISHED PAVEMENT ELEVATION AND REPLACED WITH CLEAN FILL.
- 3. DEBRIS REMOVAL ALL DEBRIS SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED. ANY MATERIAL RETAINED ON-SITE FOR MORE THAN 30 DAYS SHALL BE STORED IN CONTAINERS APPROVED BY THE ENGINEER AND COUNTY.
- PROTECTION THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL EXISTING BUILDINGS, UTILITIES, STRUCTURES THAT ARE ABOVE OR BELOW GROUND AND SHALL HOLD THE ENGINEER AND OWNER HARMLESS AGAINST ALL CLAIMS OR DAMAGES.
- LANDSCAPED AREAS ALL LANDSCAPE PLANTING AREAS SHALL BE FREE OF BASE ROCK AND CONSTRUCTION DEBRIS AND EXCAVATED TO A MINIMUM DEPTH OF 30" OR TO CLEAN. NATIVE SOIL. REFER TO THE LANDSCAPE PLANS (BY OTHERS) FOR ADDITIONAL PLANTING INFORMATION AND DETAILS.
- MUCK ANY MUCK ENCOUNTERED WITHIN 10' OF THE PAVEMENT AND BUILDING AREAS SHALL BE REMOVED AND REPLACED WITH CLEAN FILL MATERIAL.
- 7. HARDPAN HARDPAN ENCOUNTERED IN THE DETENTION AREA SHALL BE REMOVED AND REPLACED WITH CLEAN, GRANULAR FILL MATERIAL.

URBAN FORESTRY PERMIT NOTES 2021

- 1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL TREES WITHIN THE VICINITY OF THE PROPOSED CONSTRUCTION IN ACCORDANCE WITH CHAPTER 27 OF THE CITY OF TAMPA CODE. TREE REMOVAL IS NOT AUTHORIZED WITHOUT PRIOR APPROVAL FROM THE CITY OF TAMPA PARKS AND
- PRUNING OF BRANCHES IS NOT AUTHORIZED WITHOUT PRIOR APPROVAL FROM THE CITY OF TAMPA PARKS AND RECREATION URBAN FORESTRY
- RECREATION URBAN FORESTRY MANAGER AND MAY REQUIRE ROOT PRUNING WITH THE APPROPRIATE EQUIPMENT TO ASSURE ROOTS ARE SEVERED
- 20 FEET RADIUS FOR GRAND TREES (CHAPTER 27 TREES GREATER THAN 32 INCHES IN DIAMETER AT 4.5 FEET)
- 5. FOR QUESTIONS REGARDING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF TAMPA PARKS AND RECREATION URBAN FORESTRY MANAGER AT 813-274-5137 OR 813-557-0482. STAFF IS AVAILABLE TO MEET WITH THE CONTRACTOR TO GO OVER THESE COMMENTS.

PAVING AND DRAINAGE

- SUBGRADE SUBGRADE SHALL BE COMPACTED TO 98% MAXIMUM DENSITY IN ACCORDANCE WITH AASHTO T-180 (ASTM-1557) SPECIFICATIONS. ALL STUMPS. ROOTS. AND OTHER DELETERIOUS MATERIAL ENCOUNTERED SHALL BE REMOVED TO A DEPTH OF 3 FEET BELOW FINISHED ROAD GRADE AND REPLACED WITH CLEAN FILL COMPACTED TO NOT LESS THAN 100% OF MAXIMUM DENSITY. ALL SUCH MATERIAL SHALL BE REMOVED FROM WITHIN 8 FEET OF THE EDGE OF PAVEMENT. STABILIZED SUBGRADE SHALL CONFORM TO SECTION 160 OF FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND HAVE A MINIMUM LBR OF 40.
- BASE APPROVED SHELLROCK AND LIMEROCK SHALL CONFORM TO APPLICABLE SECTIONS OF THE LATEST FDOT SPECIFICATIONS. BASE COURSE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 (ASTM 1557). PRIME COAT MINIMUM APPLICATION RATE OF 0.10 GAL/S.Y. TACK COAT MINIMUM APPLICATION RATE OF 0.05 GAL/SY.
- 3. ASPHALT CONCRETE STRUCTURAL AND SURFACE COURSES SHALL CONFORM TO APPLICABLE SECTIONS OF THE CURRENT FDOT SPECIFICATIONS.
- STRUCTURES INLETS AND MANHOLES SHALL BE AS SPECIFIED ON THE PLANS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE SECTIONS OF THE CURRENT FOOT SPECIFICATIONS. INLET GRATES SHALL BE SECURED IN ACCORDANCE WITH FOOT INDEX NO 201.
- 5. PIPES DRAINAGE PIPES SHALL CONFORM WITH THE APPLICABLE SECTIONS OF THE CURRENT FOOT SPECIFICATIONS.
- 6. REINFORCING STEEL ALL REINFORCING STEEL SHALL CONFORM TO ASTM A- 615 SPECIFICATIONS.
- CONCRETE CONCRETE SHALL DEVELOP A 28-DAY MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI UNLESS OTHERWISE NOTED ON THE PLANS AND SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE CURRENT FDOT SPECIFICATIONS.
- PIPE BACKFILL PIPE BACKFILL SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE CURRENT FOOT SPECIFICATIONS. PIPE BACKFILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO NOT LESS THAN 100% MAXIMUM DENSITY AS DEFINED BY AASHTO T-180.
- 9. TRAFFIC CONTROL DEVICES ALL TRAFFIC CONTROL DEVICES, PAVEMENT MARKINGS AND SIGNS SHALL BE AS DEFINED IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD), CITY OF TAMPA TYPICAL #T-P-18 AND/OR THE CURRENT FOOT SPECIFICATIONS, WHERE APPLICABLE. THERMOPLASTIC MATERIAL SHALL BE USED FOR FINAL PAVEMENT MARKINGS EXCEPT PARKING SPACES. IF PAVER BRICKS ARE USED IN MARKED PAVEMENT, BRICKS OF APPROPRIATE COLOR AND CONTRAST SHALL BE USED IN LIEU OF PAINT OR THERMOPLASTIC MATERIAL. PAINT MAY BE USED FOR TEMPORARY STRIPING.
- WHERE CONNECTIONS TO AN EXISTING DRAINAGE SYSTEM ARE PROPOSED, SAID EXISTING DRAINAGE STRUCTURES AND LINES SHALL BE CLEANED OF ALL SILT AND OTHER DEBRIS PRIOR TO SAID CONNECTIONS BEING MADE, AND WHERE THE EXISTING DRAINAGE SYSTEM INCLUDES DITCHES, SAID DITCHES SHALL BE CLEARED AND REWORKED, AS NECESSARY, TO RESTORE THEM TO AN APPROVED DESIGN SECTION. DRAINAGE SYSTEMS ARE TO BE CLEANED AND/OR GRADED TO THE POINT OF LEGAL POSITIVE OUTFALL.
- 11. ALL HANDICAP ACCESSIBLE RAMPS SHALL MEET ALL APPLICABLE LOCAL, STATE, AND FEDERAL ACCESSIBILITY GUIDELINES AND REGULATIONS. ANY MODIFICATIONS SHALL BE APPROVED BY THE ENGINEER OF RECORD. HANDICAP PARKING SIGNS SHALL BE PLACED A) BEHIND THE SIDEWALK OR B) ATTACHED TO BUILDING WALLS IN AREAS WHERE A SIDEWALK AND/OR BUILDING ABUTS THE STALL OR C) OUTSIDE THE TWO (2') FEET OVERHANG AREA WHERE WHEEL STOPS ARE NOT PROVIDED.
- 12. CONTRACTOR SHALL CONTACT CITY OF TAMPA TRAFFIC OPERATIONS AT 561-233-3900 FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION IF WORK IS BEING DONE WITHIN 10 FEET OF ANY SIGNAL EQUIPMENT
- 13. DAMAGES TO LOOPS OR ANY SIGNAL EQUIPMENT CAUSED BY CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO CITY OF TAMPA.
- 14. MINIMUM PERIMETER BERM ELEVATION SHALL BE EQUAL OR GREATER TO THE 25YEAR-3DAY PEAK STAGE ELEVATION 15.55 (NAVD88)

FIELD OBSERVATIONS AND TESTING

- 1. NOTIFICATION THE CONTRACTOR SHALL NOTIFY THE ENGINEER, GOVERNMENT AND OTHER PERMITTING AGENCIES 48 HOURS PRIOR TO SCHEDULING FIELD OBSERVATIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO TEST THE COMPLETED WORK. CALL "SUNSHINE ONE CALL" AT 1-800-432-4770 PRIOR TO ANY EXCAVATION.
- THE UNDERGROUND CONTRACTOR SHALL SUBMIT ALL RECORD DATA, SIGNED AND SEALED BY A PROFESSIONAL SURVEYOR AND MAPPER REGISTERED IN THE STATE OF FLORIDA, TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CURB AND PAVEMENT CONSTRUCTION. ANY NECESSARY ADJUSTMENTS AT THIS TIME SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 3. Drainage Pipes and Structures shall be inspected by the engineer and county prior to backfilling. All drainage systems shall be PUMPED DOWN TO BELOW THE INVERT AND LAMPED AS A REQUIREMENT OF THE FINAL DRAINAGE INSPECTION.
- 4. ALL TESTS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA AND ARE TO BE PAID FOR BY THE
- THE BASE ROCK CHEMICAL AND SIEVE ANALYSIS AND THE ASPHALT MIX AND DESIGN CRITERIA SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION.
- 6. PROCTOR AND DENSITY TESTS FOR SUBGRADE AND BASE MATERIAL SHALL BE TAKEN AS DIRECTED BY THE ENGINEER. PAVING DENSITY TESTS SHALL BE TAKEN A MINIMUM OF ONE PER 500 S.Y.
- DENSITY TEST FOR PIPE TRENCHES SHALL BE TAKEN AT THE PIPE SPRING-LINE AND AT MAXIMUM ONE FOOT (1') LIFTS AS MEASURED FROM THE TOP OF PIPE. THE TESTS SHALL BE TAKEN AT A MAXIMUM SPACING OF EVERY 300 FEET MEASURED FROM THE STRUCTURE OR AT LEAST ONE TEST AT THE CENTER OF THE PIPE SEGMENT BETWEEN TWO STRUCTURES IF LESS THEN 300 FEET. TESTS SHALL BE TAKEN ON ALL SIDES WITHIN FIVE (5') OF EACH STRUCTURE. THE TEST LOCATION AT THE STRUCTURE SHALL BE ON ALTERNATING SIDES OF THE STRUCTURE WITH EACH LIFT TESTED. THE LOCATION AND DEPTH OF ALL TESTS SHALL BE CLEARLY INDICATED IN THE DESCRIPTION AREA ON THE TEST REPORT OR ILLUSTRATED IN A MAP.
- 8. TESTING TEST RESULTS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. TESTING REQUIREMENTS SHALL INCLUDE, BUT MAY NOT BE LIMITED TO, BACKFILL DENSITY, PIPELINE INTEGRITY (HYDROSTATIC PRESSURE) AND ANY OTHERS REQUIRED BY THE ENGINEER, PBCWUD OR PERMITTING AGENCIES.

ABBREVIATIONS USED IN DRAWINGS

CONTROL JOINT

CENTERLINE

CLEAN OUT

COLUMN

CONCRETE

CULVERT

CONNECTION COVER

CUBIC YARD

DIAMETER

DIMENSION

DEGREE

DEMOLITION DEPARTMENT DROP MANHOLE

DOWNSPOUT

EACH

EACH END

EDGE OF GRAVEL

EDGE OF METAL

ENGINEER

ENTRANCE

END SECTION

EXCAVATE

EXISTING

EXPANSION

FLOOR DRAIN

FOUNDATION

FINISH FLOOR

FINISH GRADE FURNISH

FLOOD PLAIN

FEET/FOOT

FOOTING

ELEVATION

EQUIPMENT

GALLON

GENERAL

GUTTER

GATE VALVE

HANDHOLE

HIGH POINT

HORIZONTAL

HYDRANT

INSTALL

LIGHT DUTY

LINEAR FEET LOW POINT

MAXIMUM MATCH EXISTING MANHOLE

MINIMUM

NOT IN CONTRACT

NOT FIELD VERIFIED

OUTSIDE DIAMETER

POLYVINYL CHLORIDE

REINFORCED CONCRETE PIPE

PORTLAND CEMENT CONCRETE = CONCRETE

NOT TO SCALE

ON CENTER

PROPOSED

REAR YARD

NORTH

NUMBER

GRAVEL HEAVY DUTY

FIRE DEPARTMENT CONNECTION

FULL DEPTH RECLAMATION

GEOGRAPHIC INFORMATION SYSTEM

HIGH DENSITY POLYETHYLENE

HYDRAULIC GRADE LINE

HOT MIX ASPHALT PAVEMENT

FLORIDA DEPARTMENT OF TRANSPORTATION

ELECTRICAL HAND HOLE

DUCTILE IRON

DUCTILE IRON PIPE

COMM/COMM

CONC.

CONN.

CULV.

NIM/NIM

DEG/DEG.

ENG/ENG.

ES

EX/EX.

EXPN

ELEV.

EQUIP.

HORIZ/HORIZ.

MAX/MAX

MIN/MIN.

EXCAV/EXCAV.

DEMO/DEMO.

COEFFICIENT

COMMUNICATIONS

CRUSHED LIMESTONE

CORRUGATED METAL PIPE

CONCRETE MASONRY UNIT

CORRUGATED PLASTIC PIPE

THE FULLOWING ABBREVIATIONS ARE USED ON THESE PLANS:

	AT (RATE OF)		
	AND	S	SOUTH
	INCH	SAN	SANITARY SEWER
	FOOT	SBC	STABILIZED BASE COURSE
	NUMBER	SESC	SOIL EROSION AND SEDIMENT CONTROL
	ASPHALT CONCRETE = ASPHALT PAVEMENT/HOT MIX ASPHALT PAVEMENT	SF	SQUARE FEET
1	AMERICANS WITH DISABILITIES ACT (BARRIER FREE ACCESS)	SG	SUBGRADE
	AGGREGATE BASE	STM	STORM SEWER
•	ALTERNATE	SY	SQUARE YARD
ROX.	APPROXIMATE/APPROXIMATELY	TA	TOP OF HMA PAVEMENT ELEVATION
Н.	ARCHITECT	TC	TOP OF PROPOSED CURB
M	AMERICAN SOCIETY FOR TESTING AND MATERIALS	TERS	TEMPORARY EARTH RETENTION SYSTEM
• •	AVERAGE	TOP	TOP OF PAD (CONCRETE)
'	BORING	TOW	TOP OF WALL
,	BOUNDARY	TP	TEST PIT
	BITUMINOUS	TYP/TYP.	TYPICAL
	BARRIER FREE	TW	TOP OF SIDEWALK
	BANK FULL FLOOD	VB	VAPOR BARRIER
G	BUILDING	VCP	VITRIFIED CLAY PIPE
	BENCHMARK	VERT/VERT.	VERTICAL
	BOLLARD	VIF	VERIFY IN FIELD
	BOTTOM	VLT	VAULT
}	BEARING	VOL	VOLUME
IT	BASEMENT	W	WEST
V	BOTTOM OF WALL	WM	WATER MAIN
	CORE	WTR	WATER
l	CAPACITY	WWF	WELDED WIRE FABRIC
	CATCH BASIN		
TL .	CENTERLINE		
	CUBIC FEET		

DEFINITIONS USED IN DRAWINGS

THE FOLLOWING DEFINITIONS ARE USED ON THESE PLANS:

ENGINEER PRIORITY ENGINEERING. LLC CITY COUNTY HILLSBOROUGH CLIENT IKE SMART CITY, LLC

CITY OF TAMPA ROW DEPT. NOTES

1. ALL RESTORATION SHALL COMPLY WITH THE CITY OF TAMPA RESTORATION REQUIREMENT STANDARDS,

WARNING!!!!

CONSTRUCTION.

WEST ZONE, U.S. FEET (NAD83)

THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION

OF THE UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR

AVOIDING ALL EXISTING UTILITIES BY CALLING FLORIDA ONE CALL SYSTEM AT 811

FOR LOCATION OF ALL UTILITIES, AT LEAST 72 HOURS PRIOR TO BEGINNING

VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983, FLORIDA STATE PLANES,



PRIORITY ENGINEERING, LLC



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Project Location

S HOWARD AVE & W MARJORY AVE **TAMPA, FL 33606**

Sheet Name

GENERAL PROJECT NOTES

Revisions

ISSUED FOR PERMITS

04/22/2022

PE Project No. 22-0003.04 BH

ENG/CADD: Checked By:

Reviewed By:

Sheet No. G-100

NAWING NOTE: SCALE DEPICTED IS MEANT FOR 22" X 34" AND WILL SCALE INCORRECTLY IF P

TB

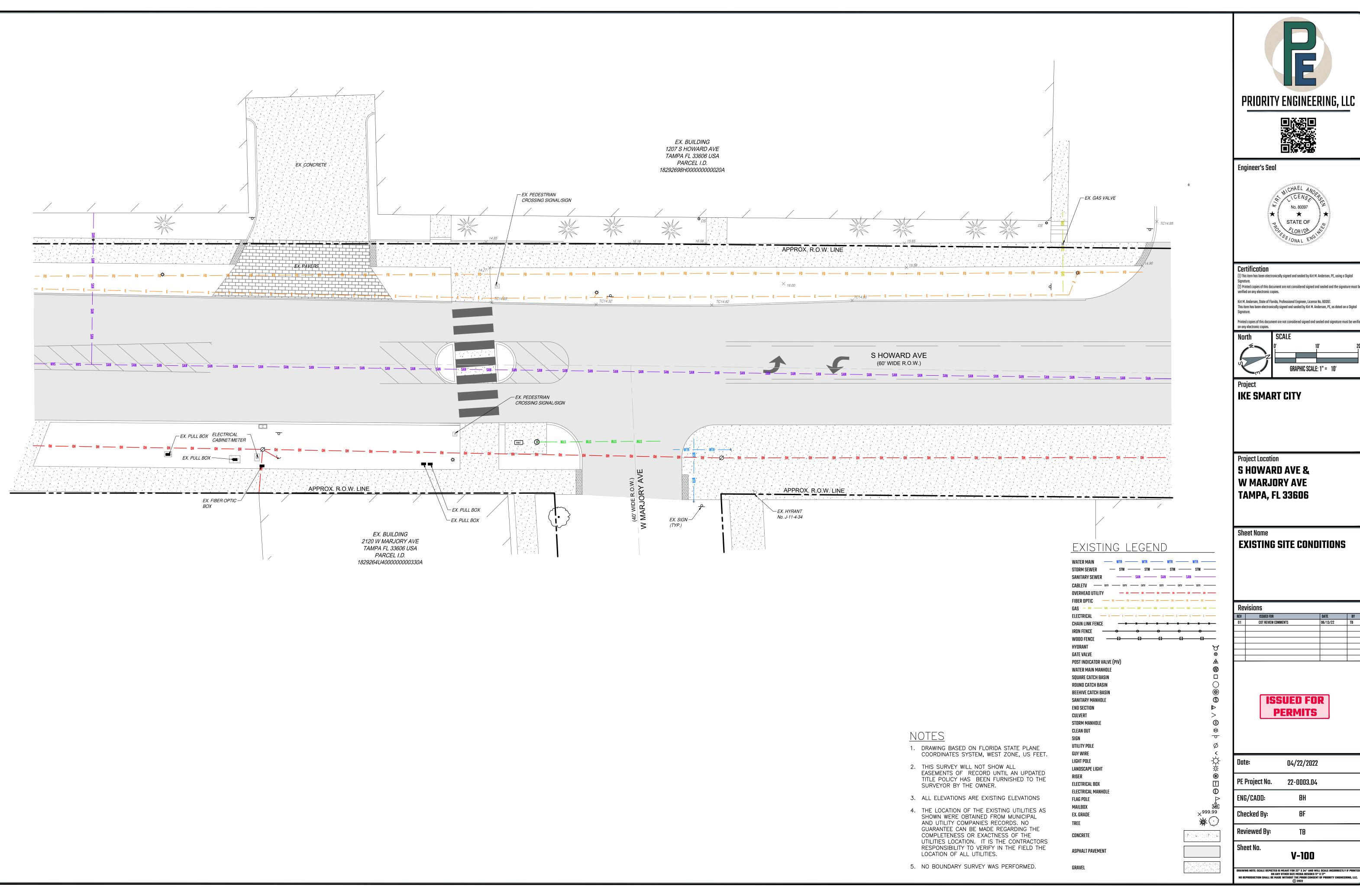
RECREATION URBAN FORESTRY MANAGER.

MANAGER AND SHALL BE COMPLETED BY/UNDER THE SUPERVISION OF AN INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST. PRUNING OF CHAPTER 27 DESIGNATED GRAND TREES WILL REQUIRE AN ADDITIONAL GRAND TREE PRUNING

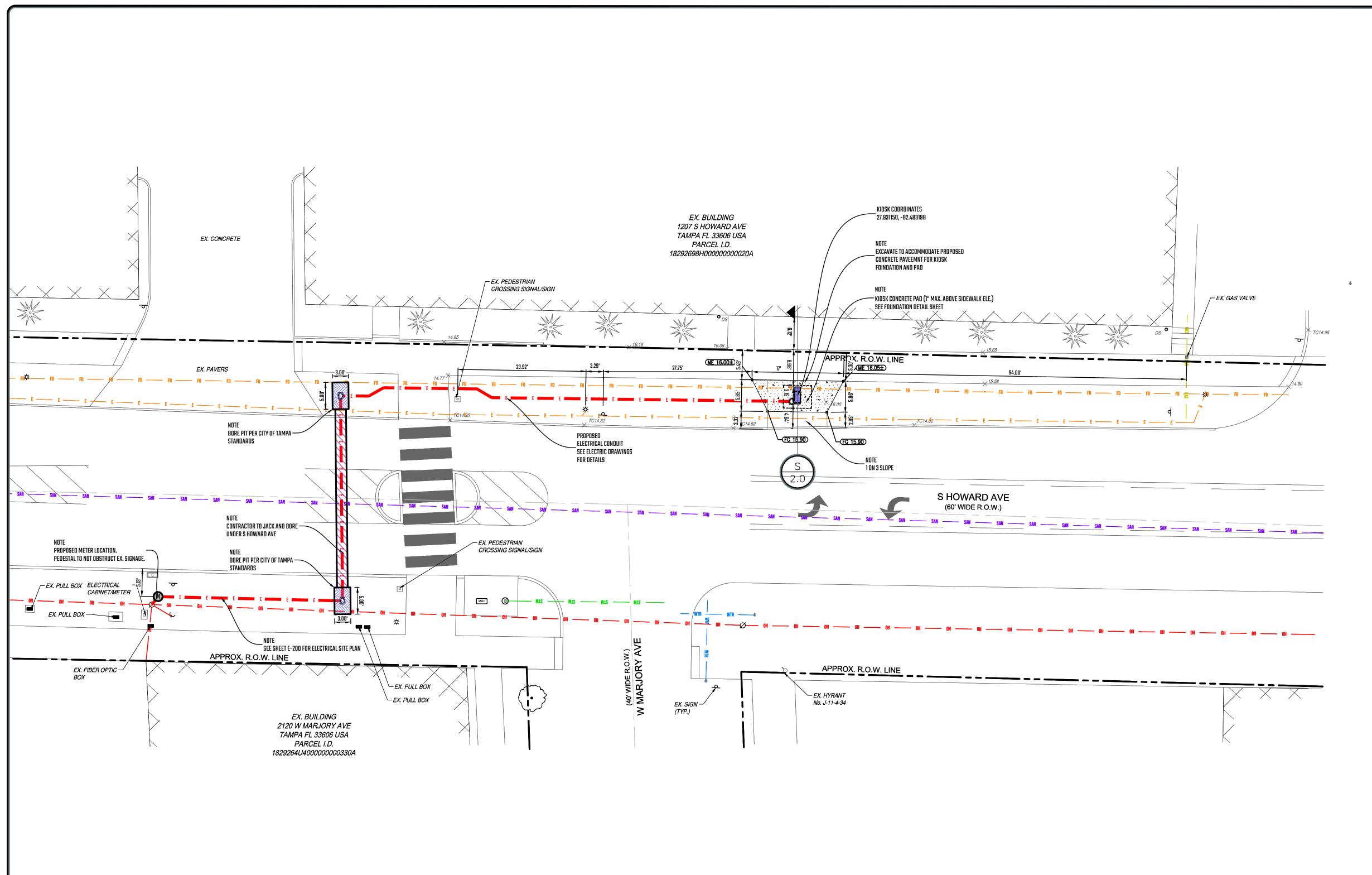
EXCAVATION WITHIN THE PROTECTIVE RADIUS OF TREES IS NOT AUTHORIZED WITHOUT PRIOR APPROVAL FROM THE CITY OF TAMPA PARKS AND CLEAN. THE PROTECTIVE RADIUS IS DEFINED AS:

• 10 FEET RADIUS FOR PROTECTED TREES (CHAPTER 27 - TREES GREATER THAN 5 INCHES IN DIAMETER AT 4.5 FEET) • 15 FEET RADIUS FOR SPECIMEN TREES (CHAPTER 27 - TREES GREATER THAN 24 INCHES IN DIAMETER AT 4.5 FEET)

4. ROOTS 2" OR GREATER SHALL NOT BE PRUNED WITHOUT PRIOR APPROVAL FROM THE CITY OF TAMPA PARKS AND RECREATION URBAN FORESTRY



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REV	ISSUED FOR	DATE	BY	
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PROPOSED LEGEND



FURNISH AND INSTALL CONCRETE SIDEWALK PER DETAIL ON SHEET D-100



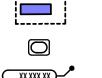


JACK AND BORE ROUTE

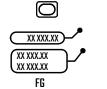
EXCAVATE AND RESTORE BORE PIT LOCATION IN GREENBELT



PROPOSED ELECTRICAL CONDUIT, SEE SHEET E200 For Details



PROPOSED KIOSK AND KIOSK FOUNDATION



PROPOSED SPOT ELEVATION

PROPOSED ELECTRICAL HAND HOLE

MATCH EX. ELEVATION TOP OF WALK

FINISH GRADE

NOTES:

- 1. ALL CONSTRUCTION AT PROJECT SITE WILL USE BEST MANAGEMENT PRACTICES INCLUDING SOIL EROSION CONTROL MEASURES, AS ALSO REQUIRED BY LOCAL JURISDICTION, AND NOTED ON THE CONSTRUCTION DRAWINGS.
- 2. CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.
- 3. CONTRACTOR SHALL COMMUNICATE ALL FIELD CHANGES TO THE ENGINEER OF RECORD PRIOR TO FINALIZATION IN THE FIELD.
- 4. ALL NEW WORK TO BE PERFORMED PER STANDARDS AND SPECIFICATIONS OF THE
- 5. SEE SHEETS E-100 AND E-200 FOR ELECTRICAL DETAILS.
- 6. THE CONTRACTOR TO CALL 811 TO MARK EXISTING UTILITIES WITHIN THE WORK AREA. DO NOT EXCAVATE UNTIL EXISTING UTILITIES HAVE BEEN PAINTED IN THE FIELD AND ANY CONCERNS NEED TO BE BROUGHT TO THE ENGINEER'S ATTENTION.







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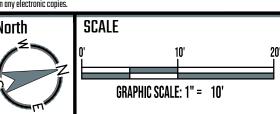


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Sheet Name

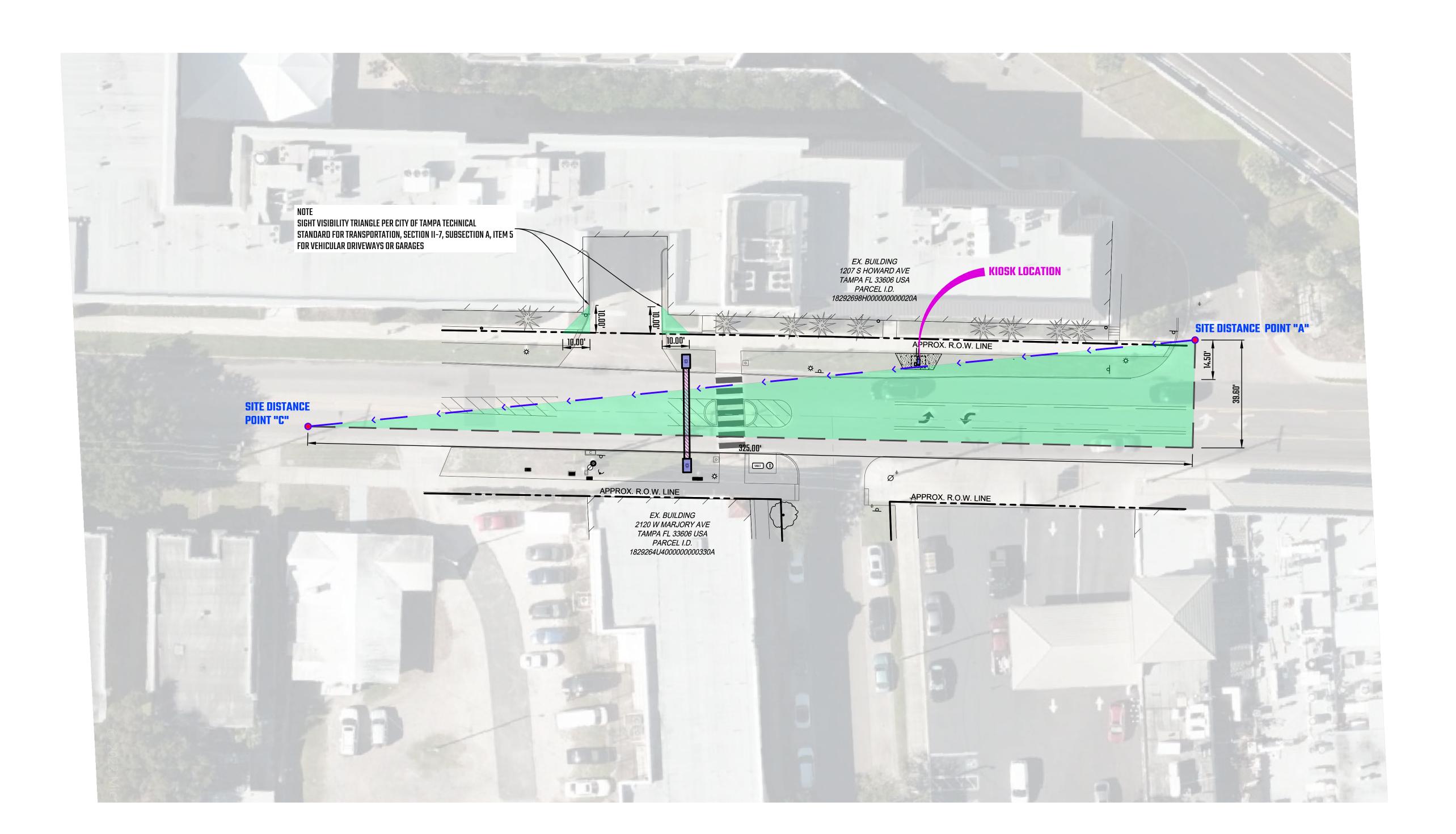
CIVIL SITE PLAN

Revisions 01 COT REVIEW COMMENTS

> **ISSUED FOR PERMITS**

Date:	04/22/2022
PE Project No.	22-0003.04
ENG/CADD:	ВН
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C-100





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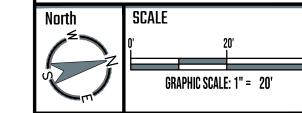


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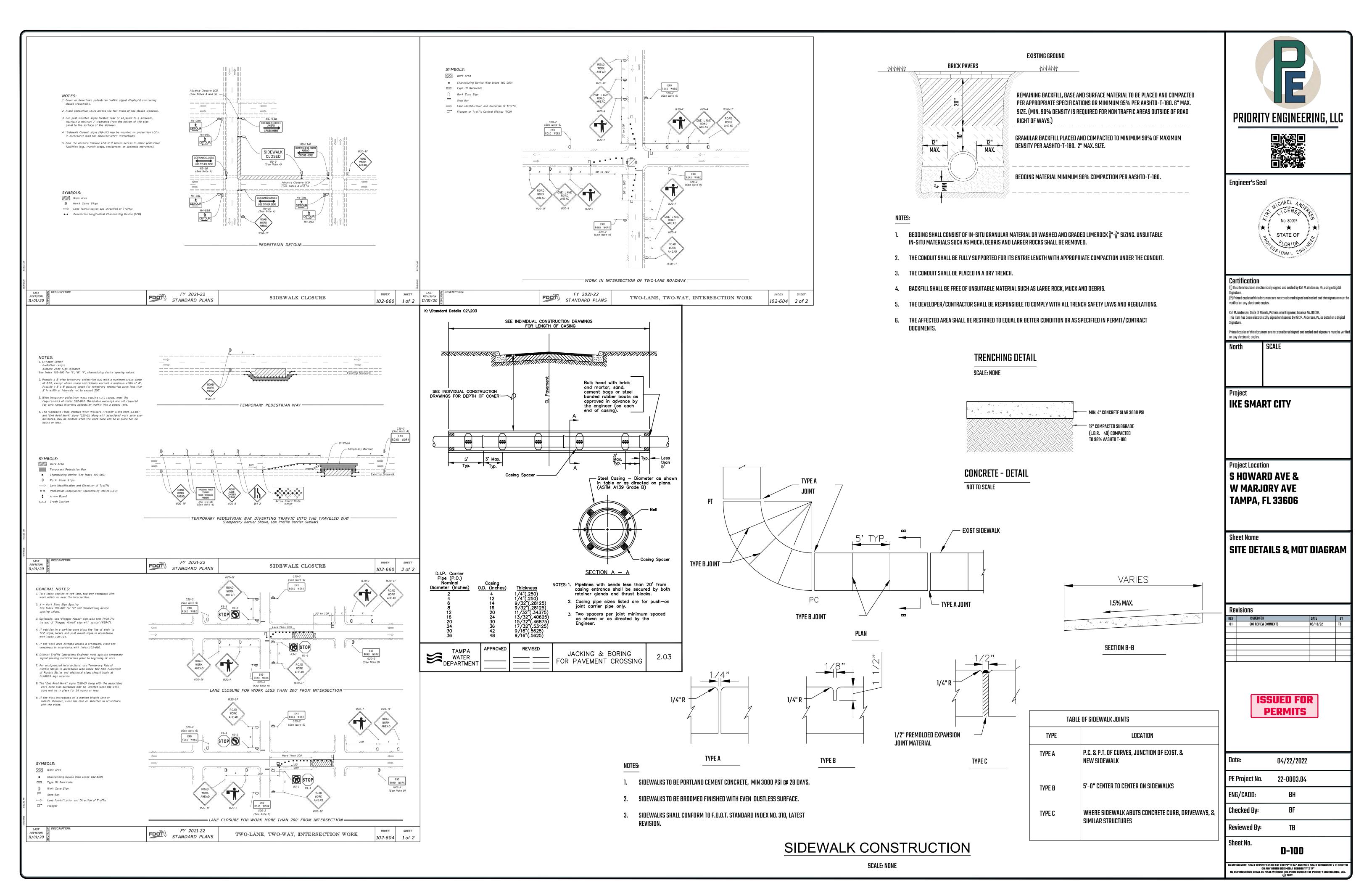
SIGHT VISIBILITY TRIANGLES

Revisions			
REV	ISSUED FOR	DATE	BY
01	COT REVIEW COMMENTS	06/13/22	TB

ISSUED FOR PERMITS

Date:	04/22/2022	
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Reviewed By:	TB	
Sheet No.		

C-101



SPECIFICATIONS: DIVISION 16 ELECTRICAL

DIVISION LISTED INCLUDES THE FOLLOWING;

- POWER DISTRIBUTION.
- RECEPTACLES. POWER, INTERLOCK AND CONTROL WIRING FOR MECHANICAL SYSTEMS.
- WIRING FOR DWNER FURNISHED EQUIPMENT AND EQUIPMENT FURNISHED UNDER OTHER DIVISION. NEW ELECTRICAL SERVICE IN ACCORDANCE WITH

COMPLETED INSTALLATION SHALL MEET REQUIREMENTS OF 2020 FLORIDA BUILDING CODE AND ITS VERSION OF NFPA 70.

COMPLETE INSTALLATION SHALL MEET REQUIREMENTS OF THE WILLIAMS-STEIGER OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, ITS SUBSEQUENT AMENDMENTS, AND INTERPRETATIONS OF THE ACT PROMULGATED BY OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION OF THE DEPARTMENT OF

THE ENTIRE SYSTEM, INCLUDING DEVICES, APPARATUS AND EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH ARTICLE 250, NATIONAL ELECTRICAL CODE, CURRENT EDITION.

WIRE AND CABLE

- BRANCH CIRCUIT WIRING NO.10 AND SMALLER SHALL BE COPPER, SOLID, TYPE THHN/THWN. NO CONDUCTOR SHALL BE SMALLER THAN NO.12.
- FEEDER AND POWER WIRING No.8 AND LARGER SHALL BE STRANDED COPPER, TYPE THHN/THWN.
- CONTROL WIRING SHALL BE No.14 AWG, TYPE THHN. COLOR CODE ALL CONDUCTORS IN ACCORDANCE NFPA 70, ARTICLE 210.

LIGHTING, POWER AND CONTROL WIRING SHALL BE INSTALLED IN CONDUIT. RIGID GALVANIZED CONDUIT SHALL BE USED WHERE CAST IN CONCRETE, WHERE EXPOSED TO POTENTIAL MECHANICAL DAMAGE, WHERE RUN OUTDOORS EXPOSED TO WEATHER, AND FOR PANEL FEEDERS. CONDUIT INSTALLED UNDERGROUND SHALL BE SCHEDULE 40 PVC. USE LIQUID-TIGHT WHERE EXPOSED TO WEATHER OR LIQUIDS. PROVIDE PULLSTRING IN ALL

BOXES

• EXTERIOR BOXES SHALL BE CAST METAL, UL LISTED, NEMA 3R.

GFI RECEPTACLES SHALL BE EQUAL TO HUBBELL #GF5352 SERIES. WEATHERPROOF COVER PLATES SHALL BE UL LISTED WEATHERPROOF WHEN IN

SAFETY SWITCHES

 SAFETY SWITCHES AND DISCONNECTS SHALL BE HEAVY DUTY, HORSEPOWER RATED, LOCKABLE IN THE 'OFF' POSITION. PROVIDE NEMA 3R ENCLOSURE FOR OUTDOOR LOCATIONS. FUSES SHALL BE DUAL ELEMENT TIME DELAY TYPE.

ELECTRICAL NOTES : GENERAL

- ELECTRICAL CONTRACTOR SHALL COMPLY WITH THE 2020 EDITION OF THE FLORIDA BUILDING CODE, TECO DESIGN GUIDELINES, THE CITY OF TAMPA AND ALL APPLICABLE LOCAL CODES.
- ELECTRICAL CONTRACTOR SHALL COORDINATE WITH OTHER TRADES TO MINIMIZE CONFLICTS.
- ALL WIRE AND CABLE SIZES ARE FOR COPPER, UNLESS NOTED OTHERWISE AS ALUMINUM.
- NO CONDUCTOR SHALL BE LOADED BEYOND ITS ALLOWABLE AMPACITY.
- CONFIRM WITH LOCAL CODES AND EQUIPMENT VENDORS ON THE LOCATION AND MOUNTING METHOD FOR DISCONNECT SWITCHES, ETC. PRIOR TO ELECTRICAL ROUGH-IN AND INSTALLATION.
- ELECTRICAL CONTRACTOR SHALL DOUBLE CHECK ALL FEEDER CONDUCTOR AND CONDUIT SIZES WITH NEC AND LOCAL CODES PRIOR TO BID, ORDERING OR CUTTING CONDUCTORS.
- UNLESS NOTED OTHERWISE, BRANCH CIRCUIT CONDUCTORS SHALL BE COPPER (THW OR EQUAL) SIZED AS FOLLOWS:

REAKER RATING	WIRE SIZE	BREAKER RATING	WIRE S
15 AMP	#12 AWG	GO AMP	#4 AWG
20 AMP	#12 AWG	70 AMP	#4 AWG
30 AMP	#10 AWG	80 AMP	#3 AWG
40 AMP	#B AWG	90 AMP	#2 AWG
50 AMP	#6 AWG	100 AMP	#1 AWG

ALL BRANCH CIRCUITS WITH AN OVERALL LENGTH IN EXCESS OF 75 FEET SHALL BE INCREASED IN WIRE SIZE TO ACCOMMODATE VOLTAGE DROP.

- ELECTRICAL CONTRACTOR SHALL MAKE ALL FINAL CONNECTIONS TO OWNER PROVIDED EQUIPMENT.
- ALL JUNCTION BOXES SHALL BE ACCESSIBLE FOR FUTURE SERVICE PER NEC.
- CONDUITS SHALL NOT BE ROUTED EXPOSED IN FINISHED AREAS UNLESS NOTED.

ACCORDANCE WITH NEC 110.16.

- CONTRACTOR SHALL VISIT SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS, DETERMINE THE EXTENT OF DEMOLITION REQUIRED TO FACILITATE NEW CONSTRUCTION AND INCLUDE ALL SUCH WORK IN HIS BID. NO ADDITIONAL FUNDS WILL BE AUTHORIZED FOR ANY EXTRA WORK OR MATERIAL NECESSARY DUE TO THE FAILURE OF THE CONTRACTOR TO FAMILIARIZE THEMSELVES WITH THE EXISTING CONDITIONS OR FOR LACK OF COORDINATION
- PVC CONDUIT SHALL ONLY BE USED UNDERGROUND WITH PLASTIC COATED OR WRAPPED RIGID STEEL CONDUIT ELBOWS.
- DRAWINGS ARE SCHEMATIC IN NATURE AND MAY NOT BE DRAWN EXACTLY TO SCALE. CONTRACTOR IS RESPONSIBLE FOR COORDINATING EXACT ROUTING OF ALL SERVICES WITH EXISTING CONDITIONS AND ALL OTHER TRADES TO AVOID SPACING OR ROUTING PROBLEMS.
- ALL CIRCUITS SHALL INCLUDE A GREEN GROUND CONDUCTOR SIZED IN ACCORDANCE WITH NEC 250.122, UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL PROVIDE ACCURATE PANEL SCHEDULES. SCHEDULES SHALL INDICATE DEVICES AND/OR EQUIPMENT SERVED AND LOCATION.
- WHERE TIGHTENING TORQUE IS INDICATED AS A NUMERIC VALUE OR IN INSTALLATION INSTRUCTIONS PROVIDED BY THE MANUFACTURER, A CALIBRATED TORQUE TOOL SHALL BE USED TO ACHIEVE THE INDICATED VALUE, UNLESS THE EQUIPMENT MANUFACTURER HAS PROVIDED INSTALLATION INSTRUCTIONS FOR AN ALTERNATIVE METHOD OF ACHIEVING THE REQUIRED TORQUE. CONTRACTOR SHALL PROVIDE A LETTER TO THE ELECTRICAL INSPECTOR STATING THAT ALL ELECTRICAL EQUIPMENT HAS BEEN TORQUED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS.
- MARKING(S) SHALL INCLUDE THE DATE THE FAULT-CURRENT CALCULATION WAS PERFORMED AND BE OF SUFFICIENT DURABILITY TO WITHSTAND THE ENVIRONMENT INVOLVED. ELECTRICAL EQUIPMENT, SUCH AS SWITCHBOARDS, SWITCHGEAR, PANELBOARDS, INDUSTRIAL CONTROL PANELS, METER SOCKET ENCLOSURES, AND

MOTOR CONTROL CENTERS SHALL BE FIELD OR FACTORY MARKED TO WARN QUALIFIED PERSONS OF POTENTIAL ELECTRIC ARC FLASH HAZAROS IN

SERVICE EQUIPMENT SHALL BE LEGIBLY MARKED IN FIELD WITH THE MAXIMUM AVAILABLE FAULT CURRENT IN ACCORDANCE WITH NEC 110.24. THE FIELD

SYMBOLOGY: SITE UTILITY SYMBOLS

ALL NON APPLICABLE SYMBOLOGY MAY NOT BE SHOWN DRAWINGS.

LINETYPE	DESCRIPTION
— PDB —— PDB —— PDB ——	UNDERGROUND PRIMARY DUCTBANK
— SDB ———— SDB ———	UNDERGROUND SECONDARY DUCTBANK
— CDB —— CDB ——	UNDERGROUND COMMUNICATIONS DUCTBANK
VPDB	EXISTING UNDERGROUND PRIMARY DUCTBANK
VSDB VSDB	EXISTING UNDERGROUND SECONDARY DUCTBANK
VCDB	EXISTING UNDERGROUND COMMUNICATIONS DUCTBANK
$\frac{1}{10000000000000000000000000000000000$	REMOVE UNDERGROUND PRIMARY DUCTBANK
\times	REMOVE UNDERGROUND SECONDARY DUCTBANK
$\frac{1}{10000000000000000000000000000000000$	REMOVE UNDERGROUND COMMUNICATIONS DUCTBANK
SYMBOL	DESCRIPTION
	EXISTING UTILITY COMPANY PAD MOUNT TRANSFORMER
	PROPOSED UTILITY COMPANY PAD MOUNT TRANSFORMER
	EXISTING COMPANY PAD MOUNT SECTIONALIZING SWITCHGEA
	PROPOSED PAD MOUNT SECTIONALIZING SWITCHGEAR
Ø	EXISTING UTILITY COMPANY OVERHEAD LINE POLE
Ø	UTILITY COMPANY OVERHEAD LINE POLE
Ē	EXISTING UNDERGROUND UTILITY MANHOLE
(UNDERGROUND UTILITY MANHOLE

SYMBOLOGY: POWER DISTRIBUTION SCHEDULE

METER LOCATION

ALL NON APPLICABLE SYMBOLOGY MAY NOT BE SHOWN DRAWINGS.

OVMAROL	DEGODIDATION	DEMARKO
SYMBOL ———	DESCRIPTION	REMARKS
	BRANCH CIRCUIT OR CONDUIT EXPOSED AND/OR SURFACE MOUNTED	
	- BRANCH CIRCUIT OR CONDUIT UNDER FLOOR	
A-1,3,5	HOMERUN - TO CIRCUIT No. 1,3,5 ON PANEL A	
8100	FEEDER TAG. RE: ELECTRICAL FEEDER SCHEDULE FOR CONDUIT AND WIRE SIZE	
J	JUNCTION BOX	
/© /	MOTOR	
S _M	MANUAL STARTER WITH THERMAL TRIP	
-0	DISCONNECT SWITCH	
	POWER AND/OR LIGHTING PANELBOARD, REFER TO PANELBOARD SCHEDULE	MOUNT AT 72" AFF TO CENTE
(_)	SWITCHBOARD / DISTRIBUTION PANELBOARD, REFER TO SWITCHBOARD SCHEDULE OR RISER DIAGRAM	
SPN	SURGE PROTECTIVE DEVICE. RE: SURGE PROTECTIVE	

DEVICE SCHEDULE FOR CONFIGURATION

SYMBOLOGY: WIRING DEVICE SCHEDULE

- ALL NON APPLICABLE SYMBOLOGY MAY NOT BE SHOWN DRAWINGS.
- ALL MOUNTING HEIGHTS ARE TO BE FROM FINISH FLOOR/GRADE TO CENTER OF BOX, UNLESS OTHERWISE NOTED ON DRAWINGS.
- ALL WALL MOUNTED DEVICES SHALL BE MOUNTED AT 18 INCHES ABOVE FINISH FLOOR/GRADE TO CENTER, UNLESS OTHERWISE NOTED IN DRAWINGS.

SYMBOL	DESCRIPTION
	20A, 120V DUPLEX RECEPTACLE
=	20A, 120V DUPLEX RECEPTACLE WITH GROUND FAULT INTERRUPT (GFI)
	20A, 120V DUPLEX RECEPTACLE WITH ISOLATED INSULATED GROUND
- 1	20A, 120V DOUBLE DUPLEX RECEPTACLE
 	20A, 120V DOUBLE DUPLEX RECEPTACLE WITH ISOLATED INSULATED GROUND
Θ	20A, 120V SIMPLEX RECEPTACLE
\blacksquare	20A, 120V SIMPLEX RECEPTACLE WITH GROUND FAULT INTERRUPT (GFI)
=	SPECIAL PURPOSE RECEPTACLE. SEE PLANS FOR DETAILS
	RECESSED FLOOR BOX WITH 20A, 120V DOUBLE DUPLEX RECEPTACLE
	RECESSED FLOOR BOX WITH 20A, 120V DUPLEX RECEPTACLE
₽	20A, 120V DUPLEX RECEPTACLE - TOP HALF CONTROLLED BY WALL SWITCH
	MULTI OUTLET PLUG STRIP ASSEMBLY AS INDICATED ON POWER PLANS.
INTO INDICATE THE FO	I I OWING

SUBSCRIPTS IN

N	DICATE THE FOLLOW	ING
	WP	WEATHER RESISTANT RECEPTACLE IN A WEATHER PROOF IN-USE ENCLOSURE
	SP	RECEPTACLE WITH SURGE SUPPRESSION
	TR	TAMPER RESISTANT DUPLEX RECEPTACLE
	C	CLOCK RECEPTACLE. MOUNT AT 90" AFF
	48"	DEVICE MOUNTED AT 48" AFF. OTHER MOUNTING HEIGHTS AS INDICATED
	Н	MOUNT DEVICE HORIZONTALLY
	EWC	RECEPTACLE SERVING ELECTRIC WATER COOLER. MOUNTING HEIGHT AS REQUIRE
	G	RECEPTACLE WITH INTEGRAL GROUND FAULT CIRCUIT INTERRUPER (GFCI)

DEVICE MOUNTED OVER COUNTERTOP

ARREVIATIONS - FI FCTRICAL

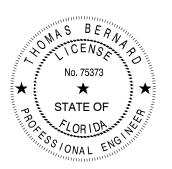
ABI	BREVIATIONS :	ELECT	RICAL
		L	
	AMPERES	LTG	LIGHTING
3V '0	ABOVE	MAX	MAXIMUM MEGUANIGAL CONTRACTOR
C T	AIR CONDITIONING ABOVE COUNTER TOP	MC MCB	MECHANICAL CONTRACTOR MAIN CIRCUIT BREAKER
;; F	ABOVE FINISHED FLOOR	M	PIAIN GINGGIT BREAKER
	AMP FUSED	MCC	MOTOR CONTROL CENTER
G	ABOVE FINISHED GRADE	MCM	THOUSAND CIRCULAR MILS
-	ALUMINUM	MDP	MAIN DISTRIBUTION PANEL
RCH	ARCHITECT	MECH	MECHANICAL
iB .r.	ABOVE SPLASH BLOCK	MH	MANHOLE
6C 6D	ABOVE SUSPENDED CEILING ADJUSTABLE SPEED DRIVE	MIN	MINIMUM
JTO	AUTOMATIC	MISC	MISCELLANEOUS Main lug only
JX	AUXILIARY	MLO MSB	MAIN SWITCHBOARD
S	AUTOMATIC TRANSFER SWITCH	MTD	MOUNTED
NG	AMERICAN WIRE GAUGE	NEC	NATIONAL ELECTRICAL CODE
		NEMA	NATIONAL ELECTRICAL
F	BELOW FINISH FLOOR		MANUFACTURERS ASSOCIATION
.DG	BUILDING	N	
G	BELOW FINISHED GRADE	NEUT	NEUTRAL
		NF	NON FUSED
	CONDUIT	NIC	NOT IN CONTRACT
′В	CIRCUIT BREAKER	NL	NIGHT LIGHT
TV.	CLOSED CIRCUIT TELEVISION	N.O.	NORMALLY OPEN
T	CIRCUIT	N.C. No.	NORMALLY CLOSED Number
.G IL	CEILING Column	NO. NTS	NOT TO SCALE
IMB	COMBINATION	0	NOT TO BUNEE
INC	CONCRETE	OC OC	OVER COUNTERTOP
INST	CONSTRUCTION	0D	OUTSIDE DIAMETER
		OFCI	OWNER FURNISHED CONTRACTO
C	DOWN FROM CEILING		INSTALLED
A	DIAMETER	OH	OVERHEAD
1	DOWN	P	
NG	DRAWING	Р	POLE
		PC	PLUMBING CONTRACTOR
1	EACH	PF	POWER FACTOR
;	ELECTRICAL CONTRACTOR	PH	PHASE
	EXHAUST FAN	PL	PROPERTY LINE
EC	ELECTRIC / ELECTRICAL	PNL PVC	PANEL Polyvinyl Chloride
1ER 1t	EMERGENCY ELECTRICAL METALLIC TUBING	R	FULTVINTE GIILUKIDE
''	EMERGENCY POWER OFF	RECPT	RECEPTACLE
IUIP	EQUIPMENT		REFERENCE/REFER TO
VC	ELECTRIC WATER COOLER	REQD	REQUIRED
Z	EXISTING	RGS	RIGID GALVANIZED STEEL
T	EXTERIOR	RM	ROOM
		S	
1	FIRE ALARM	SCH	SCHEDULE
CP	FIRE ALARM CONTROL PANEL	SPEC	SPECIFICATIONS
R	FLOOR/FLOORING	SVC	SERVICE
TR	FIXTURE	T	
		TEL	TELEPHONE
,	GROUND	TR	TAMPER RESISTANT
, 1	GENERAL CONTRACTOR GENERAL DUTY	TS TVD	TRANSFER SWITCH Typical
N	GENERATOR	TYP TTB	TELEPHONE TERMINAL BOARD
 I	GROUND FAULT INTERRUPT	UG	TELEFITONE TENTINAL BOARD
		UG	UNDERGROUND
1	HEAVY DUTY	UL	UNDERWRITER'S LABORATORIE
)	HORSEPOWER	UNO	UNLESS NOTED OTHERWISE
ī	HEIGHT	V	
/AC	HEATING/VENTILATING/AIR	v	VOLTS
	CONDITIONING	VA	VOLT -AMPERES
N	HOT WATER	VSD	VARIABLE SPEED DRIVE
		W	
	INSIDE DIAMETER	W	WATTS
-	ISOLATED GROUND	W/	WITH
T	INTERMEDIATE METAL	w/o	WITHOUT
		WP	WEATHER PROOF
	JUNCTION BOX	WR	WEATHER RESISTANT
		WT	WEIGHT
/A	KILOVOLT-AMPERES	WTR	WATER
V	KILOWATTS	ww	WASTE WATER
MIL	THOUSAND CIRCULAR MILS	X	TD 4110-2-1-2-
		XFMR	TRANSFORMER



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IKE SMART CITY

Project Location

S HOWARD AVE & **W MARJORY AVE TAMPA, FL 33606**

Sheet Name

Revisions

Sheet No.

01 COT REVIEW COMMENTS

ELECTRICAL SYMBOLS AND WIRING DIAGRAM

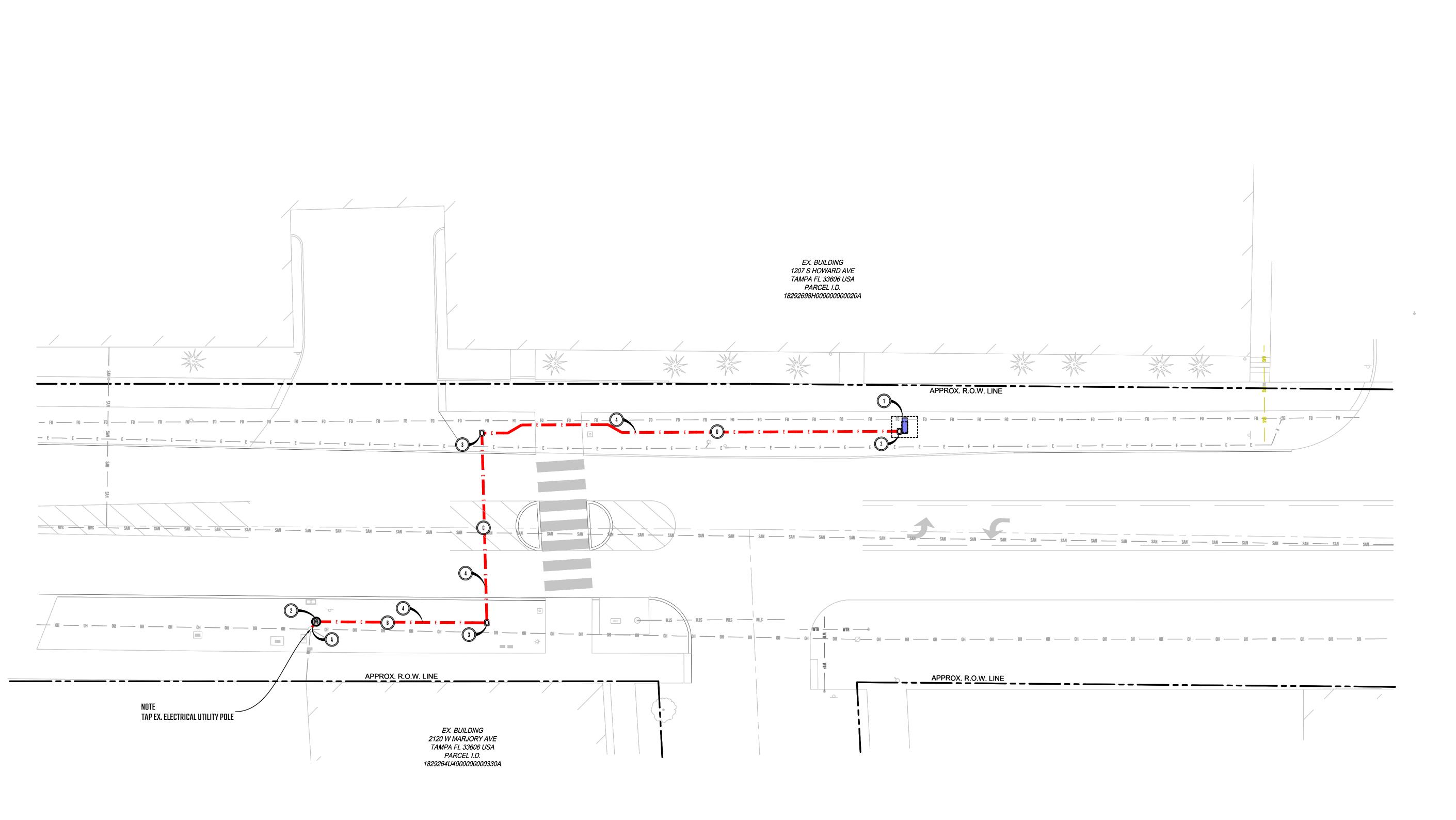
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06/13/22 TB

Date: 04/22/2022 PE Project No. 22-0003.04 ENG/CADD: Checked By: Reviewed By: TB

E-100



VOLTAGE DROP						
LEG TAG	# OF OFFSETS	WIRE SIZE	GROUND Wire Size	CONDUIT SIZE	LEG LENGTH	VOLTAGE Drop
A	1	#10	#8	2 IN	2 FT	0.10%
B	1	#10	#8	2 IN	35 FT	1.84%
(1)	1	#10	#8	2 IN	38 FT	1.99%
1	1	#8	#6	2 IN	85 FT	2.93%

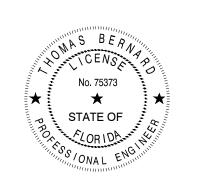
KEYNOTES

*PER TECO STANDARDS, CUSTOMER SHALL PROVIDE, INSTALL OWN AND MAINTAIN ALL SERVICE ENTRANCE CONDUCTORS.

UNLESS OTHERWISE NOTED, WIRE MATERIAL IS TO BE COPPER.



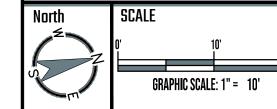
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Thomas Bernard, State of Florida, Professional Engineer, License No. 75373. This item has been electronically signed and sealed by Thomas Bernard, PE, as dated on a Digital



IKE SMART CITY

Project Location

S HOWARD AVE & W MARJORY AVE TAMPA, FL 33606

Sheet Name

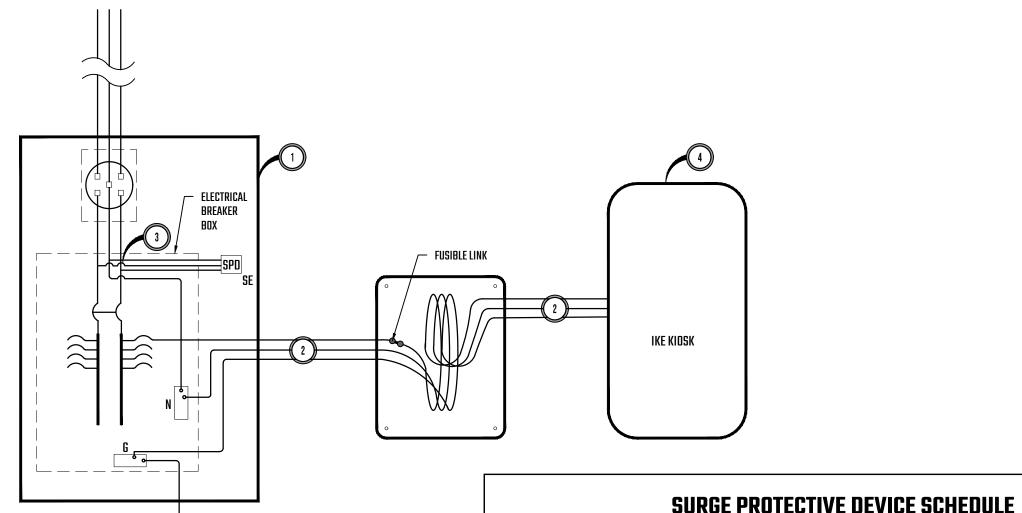
ELECTRICAL SITE PLAN

Revisions				
01	COT REVIEW COMMENTS	06/13/22	TB	

ISSUED FOR PERMITS

APPROXIMATE LOCATION OF IKE KIOSK. REFER TO CIVIL SITE PLAN. COORDINATE EXACT LOCATION OF IKE KIOSK WITH CIVIL AND FIELD CONDITIONS.	Date:	04/22/2022
APPROXIMATE LOCATION OF METER/LOAD CENTER. REFER TO SHEET E-300 FOR PROPER HARDWARE, ROUTING AND CONFIGURATION.	PE Project No.	22-0003.04
APPROXIMATE LOCATION OF PULL BOX PER TECO REQUIREMENTS. PULL BOX SHALL BE INSTALLED PER FOOT	ENG/CADD:	ВН
2021-22 STANDARD INDEX NO. 635-001. COORDINATE EXACT LOCATION OF PULL BOX WITH CIVIL AND FIELD CONDITIONS.	Checked By:	BF
APPROXIMATE ROUTING OF NEW CONDUIT. COORDINATE EXACT LOCATION OF ROUTING WITH CIVIL AND FIELD CONDITIONS.	Reviewed By:	TB
	Chast No.	

E-200



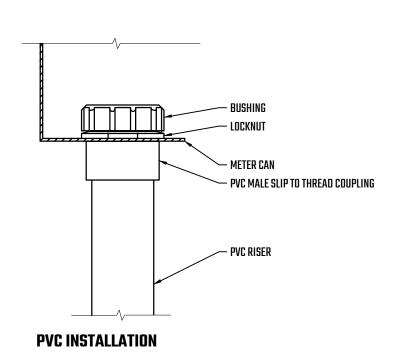
ELECTRICAL WIRING DIAGRAM

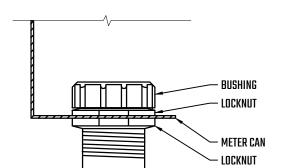
NOT TO SCALE

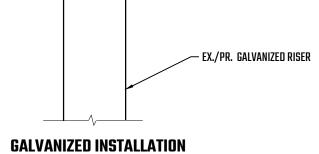
KEYNOTES:

- (1) EXISTING ELECTRICAL CABINET
- REFER TO ELECTRICAL SITE PLAN FOR CONDUIT AND WIRE SIZES
- 3 NEW COMPATIBLE 30A/IP BREAKER SHALL BE INSTALLED IN EXISTING SERVICE BREAKER BOX
- (4) IKE KIOSK. REFER TO CIVIL SITE PLAN FOR DETAILS

SURGE PRUTEGITVE DEVICE SCHEDULE				
DESIGNATION	REPETITIVESSURGE CURRENT	VOLTAGE RATING AND CONFIGURATION	PROTECTION MODULES	CATEGORY TYPE
ВН	100,000A	480Y/277V, 3PH, 5W	L-L, L-G, N-G	BRANCH
BL	100,000A	208Y/120V, 3PH, 5W	L-L, L-G, N-G	BRANCH
DH	200,000A	480Y/277V, 3PH, 5W	L-L, L-G, N-G	DISTRIBUTION
DL	200,000A	208Y/120V, 3PH, 5W	L-L, L-G, N-G	DISTRIBUTION
SE	200,000A	208Y/120V, 3PH, 5W	L-L, L-G, N-G	SERVICE ENTRANCE

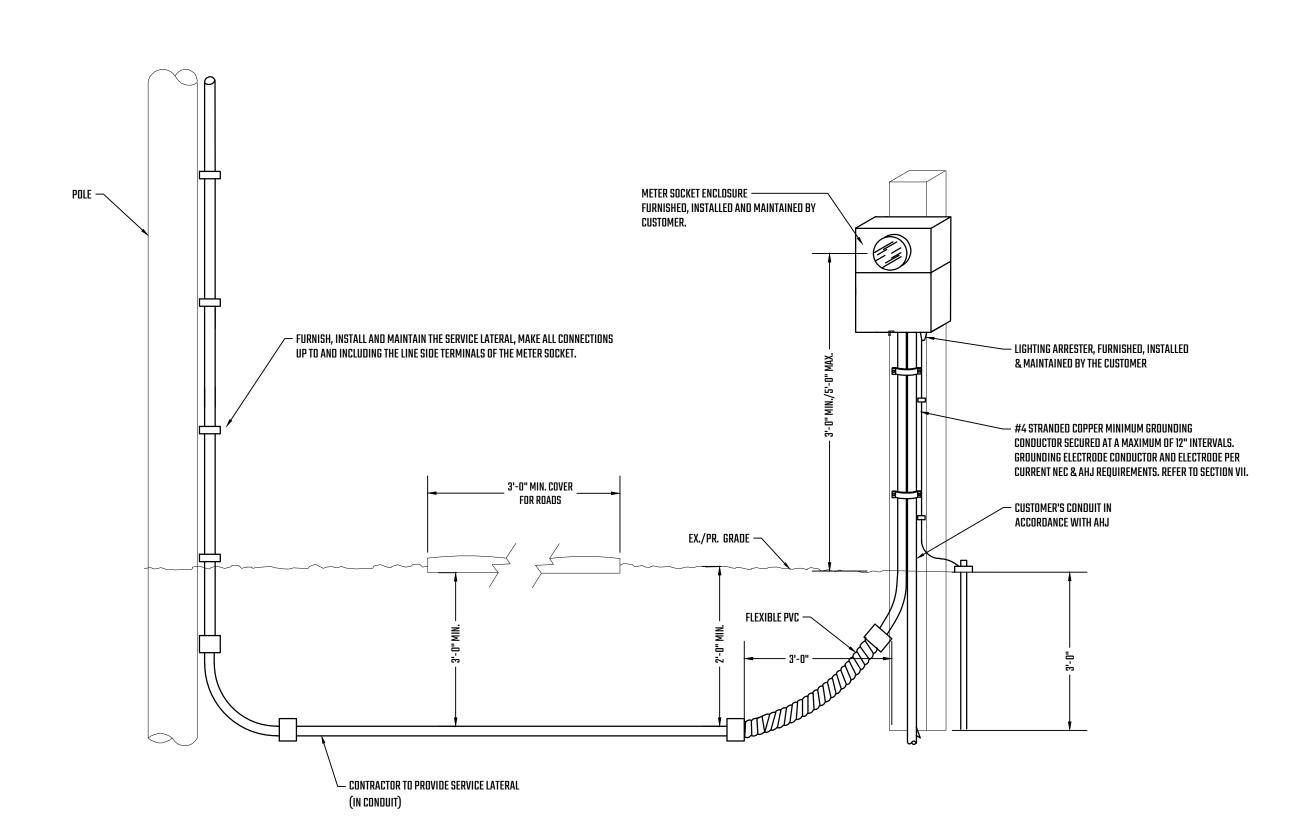






BUSHING - DETAIL

NOT TO SCALE



UNDERGROUND PEDESTAL METER - DETAIL

NOT TO SCALE

PEDESTAL METER NOTES MOUNT METER SOCKET ENCLOSE

DETERMINE WIRE SIZE.

- MOUNT METER SOCKET ENCLOSURE SECURELY AND LEVEL IN HORIZONTAL AND VERTICAL PLANS. THE WORKING
- SPACE DESCRIBED AS ARTICLE 110.26 IN THE NEC SHALL BE PROVIDED.

 ELECTRIC COMPANY MAY FURNISH, INSTALL AND MAINTAIN THE SERVICE LATERAL CONDUCTORS, MAKE ALL
- CONNECTIONS UP TO AND INCLUDING THE LINE SIDE OF TERMINALS OF THE METER SOCKET.

 ELECTRIC COMPANY MAY FURNISH, INSTALL AND MAINTAIN RISER FOR SIZES UP TO AND INCLUDING 2-1/2".

 500MCM REQUIRES LUGS, 4" RISER PIPE & 90° ELBOW TO BE FURNISHED, INSTALL AND MAINTAINED BY THE CUSTOMER. AHJ MAY REQUIRE SCHEDULE 80 PVC. CONTACT ELECTRICAL FIELD REPRESENTATIVE TO
- POST SHALL BE 5" X 5" REINFORCED CONCRETE OR 6" X 6" PRESSURE TREATED WOOD OR 2" (OR LARGER)
 GALVANIZED STEEL PIPE WITH 2" CONCRETE ENCASEMENT BELOW GROUND LEVEL. POST SHALL EXTEND A
 MINIMUM OF 3'-O" INTO THE GROUND.
- LOT NUMBER OR ADDRESS MUST BE PLAINLY AND PERMANENTLY MARKED ON PANEL FOR IDENTIFICATION. REFER TO SECTION VI METERING EQUIPMENT, PART F IDENTIFICATION OF METERS FOR PROPER MARKING OF METER LOCATIONS. METER SOCKET ENCLOSURE WILL BE MARKED WITH A NON-FERROUS METAL OF POLY-PLASTIC PLATES, EPOXY GLUED OR RIVETED TO THE METER SOCKET ENCLOSURE WITH ENGRAVED OR STAMPED LETTERING A MINIMUM OF $\frac{1}{4}$ " HIGH. (PEEL AND STICK LABELS, PAINT OR MARKING PENS TO LABEL PLATES ARE NOT ACCEPTABLE.)
- ALL NON RESIDENTIAL METER SOCKETS WILL BE BY-PASS TYPE. SEE SECTION VI B FOR EXCEPTIONS.

SEE BUSHING DETAIL, THIS SHEET

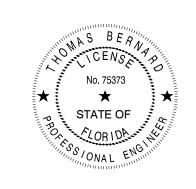
UNDERGROUND ELECTRICAL SERVICE CONDUIT NOTES

- AREA DIRECTLY BELOW METER SOCKET ENCLOSURE SHALL BE OBSTRUCTION FREE. THE WORKING SPACE DESCRIBED IN ARTICLE 110.26 IN THE NEC SHALL BE PROVIDED.
- ALL NON RESIDENTIAL METER SOCKETS WILL BE BY-PASS TYPE, SEE SECTION VI B FOR EXCEPTIONS.
- CONDUCTORS SHALL NOT EXIT THE METER SOCKET ENCLOSURE ABOVE THE LOAD SIDE TERMINALS. FOLLOW
 MANUFACTURER'S WIRING INSTRUCTIONS.

PRIORITY ENGINEERING, LLC



Engineer's Seal



Certification

verified on any electronic copies.

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Thomas Bernard, State of Florida, Professional Engineer, License No. 75373.

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,	
North	SCALE

Project

IKE SMART CITY

Project Location
S HOWARD AVE &
W MARJORY AVE
TAMPA, FL 33606

Sheet Name **ELECTRICAL DETAILS**

Revisions

REV	ISSUED FOR	DATE	B\
01	COT REVIEW COMMENTS	06/13/22	TB



Dare:	U4/22/2U22	
PE Project No.	22-0003.04	
ENG/CADD:	ВН	
Checked By:	BF	
Reviewed By:	ТВ	
		_

E-300

RAWING NOTE: SCALE DEPICTED IS MEANT FOR 22" X 34" AND WILL SCALE INCORRECTLY IF PRINT ON ANY OTHER SIZE MEDIA BESIDES 11" X 17"

STRUCTURAL GENERAL NOTES

DESIGN LOADS & GOVERNING BUILDING CODE

Florida Building Code (FBC) - 2018 Edition

Kiosk: Dead Load = 800 lbs

Nominal Design Wind Speed, $V_{(ASD)} = 105 \text{ MPH } (3\text{-Second Gust})$ Ultimate Design Wind Speed, $V_{(ULT)} = 135 \text{ MPH } (3\text{-Second Gust})$

Exposure = RE: Address Schedule

Seismic Design Category = B Risk Category = I

GENERAL CONSTRUCTION NOTES

- The Structural Contract Documents are intended to be used in conjunction with the plans of all other disciplines working on the project. The contractor is responsible for the coordination of all required information.
- Modifications to the Structural Contract Documents due to conditions at the site that are unknown or concealed at the time of design do not fall within the original scope of work of the project. Required modifications shall be performed as additional services as outlined in the project contract. The Engineer shall be notified in writing by an (RFI) to provide recommendations for resolution of the modification requested.
- Dimensions and elevations indicated on the Structural Contract Documents shall be coordinated by the contractor with all other disciplines prior to the beginning of construction. Discrepancies shall be brought to the attention of IKE Smart City LLC. and Anchor Engineering, Inc. Scaling of the Structural Contract Documents is not permitted.
- The contractor shall verify field conditions including existing utilities, sub-grade and above grade conditions which may interfere with construction and notify the applicable disciplines for modifications as required.
- In the event of discrepancies between project specifications, general notes, plans and details, the most stringent requirements shall apply unless approved in writing.

EXISTING CONSTRUCTION

- Preparation of the Structural Contract Documents is based on available existing construction documents and third-party site observations of exposed conditions. Actual field conditions exposed during construction and found to conflict with the Structural Contract Documents shall be brought to the attention of the IKE Smart City LLC. and Anchor Engineering, Inc. - Prior to the construction phase of the project, the contractor shall become familiar with the existing structure and all aspects that may influence the construction process.
- Owner and Anchor Engineering, Inc. shall be contacted in the event of uncovered elements found during the project that appear to be unsound or otherwise structurally deficient.

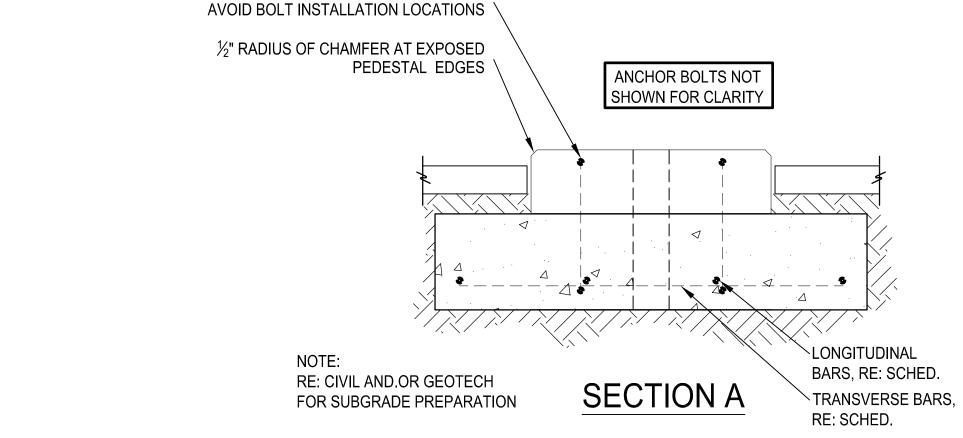
FOUNDATION DESIGN (Footings)

- The foundation design is based on conclusions & recommendations found in the geotechnical report project #0775-2942r1 provided by intertek psi dated January 4, 2021. All recommendations found in this report shall be followed, including site preparation. A copy of this soils report is available for review at the Structural Engineers office, the Architects office, or the job site trailer.
- Conventional Spread Footings:
- a. Maximum Allowable Bearing Pressure... 500 psf
- b. Minimum Frost Depth...
- The site shall be prepared in accordance w/ the project geotechnical report prior to foundation construction.
- All footings shall be placed on adequate bearing stratum or to a min. depth as shown on the drawings, whichever is deeper.

REINFORCED CONCRETE

- Design is based on "Building Code Requirements for Reinforced Concrete" (ACI 318 Latest Edition). Concrete work shall conform to "Specifications for Structural Concrete for Buildings" (ACI 301 - Latest Edition). Hot and cold weather shall be in conformance with ACI 305 and ACI 306 respectively.
- Structural concrete shall have minimum 28-day compressive strength of 4000 psi.
- Cement shall be Portland Cement as noted above, conforming to ASTM C150.
- Aggregate size shall not exceed 3/4"
- Chloride admixtures shall not be used.
- Concrete exposed to weather shall have a minimum air entrainment of $6 \pm 1\frac{1}{2}$ percent.
- Fly ash shall conform to ASTM specification C618, class C or class F. Fly ash shall not exceed 20% of the total weight of
- Reinforcing Bars shall conform to ASTM A615 or ASTM A706. All bars shall be Grade 60. Detailing, fabrication, and placement of reinforcing steel shall be in accordance with the "Manual of Standard Practice for Detailing Reinforced Concrete Structures (ACI 315 - latest ed.)".

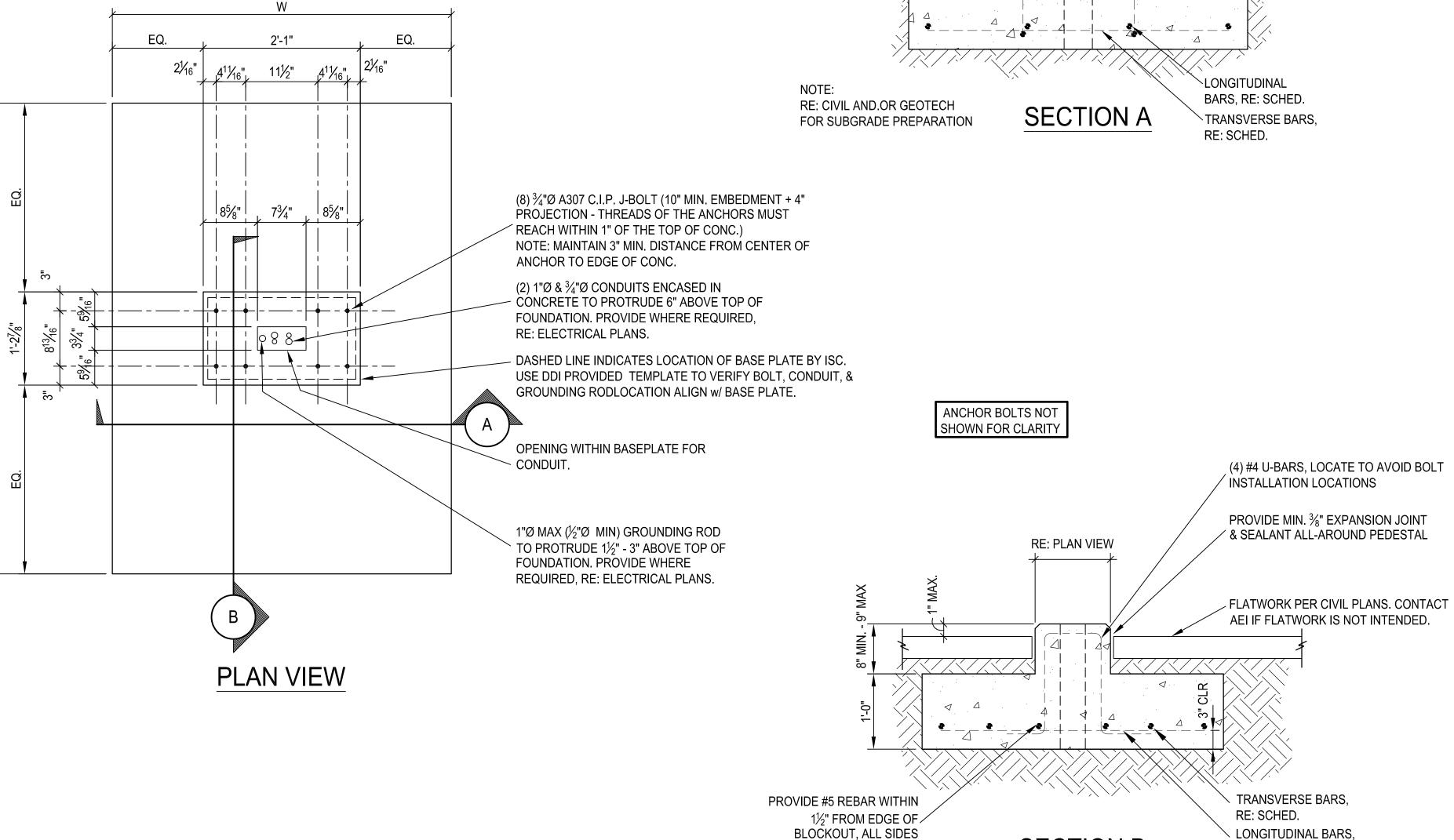
ADDRESS SCHEDULE			
KIOSK ID	ADDRESS	EXPOSURE CATEGORY	
TAM-001	E. KENNEDY BLVD. & N. FRANKLIN ST.	С	
TAM-002	W. TWIGGS ST. & N. ASHLEY DR.	С	



SECTION B

RE: SCHED.

(4) #4 U-BARS @ PEDESTAL, LOCATE TO

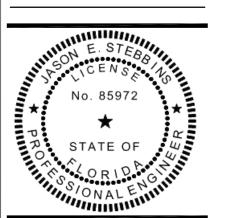


	FOUNDATION SCH	EDULE						
	EXPOSURE CATEGORY							
DIM/REINF.	EXP. 'C'	EXP. 'D'						
L	5'-0"	5'-3"						
W	4'-3"	4'-3"						
D	12"	12"						
LONGITUDE REINF.	(5) #5 TIES	(5) #5 TIES						
TRANSVERSE REINF.	(6) #5 TIES	(6) #5 TIES						





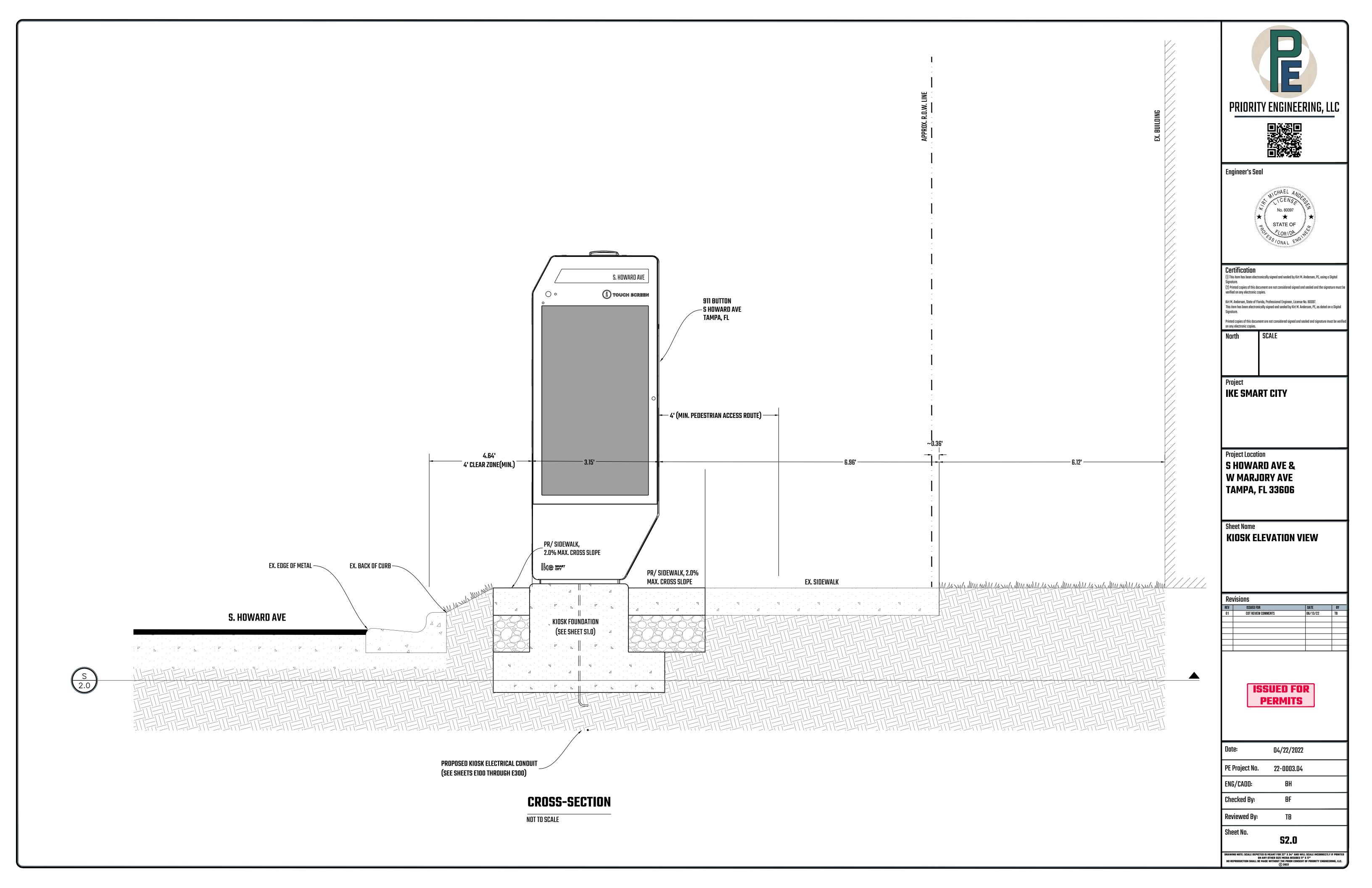
	REVISIONS
03/03/2021	CONST
04/21/2021	BLDG. DEPT. REVIE



PROJECT NO: 200698 DRAWN: SHS

This item has been electronically signed and sealed by Jason E. Stebbins, P.E. on 05/04/2021 using SHA authentication code.

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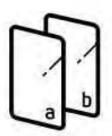


CUSTOMIZED SERIES

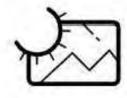
CI0651DR5

65" Dual sided auto dimming monitors up to 4000 nits Ensures visibility day or night, in any weather condition





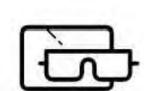




SUNLIGHT VIEWABLE IMAGE



VANDAL RESISTANT



POLARIZED SUNGLASSES SUPPORT

WEATHER PROOF

FOR MORE INFORMATION

DynaScan

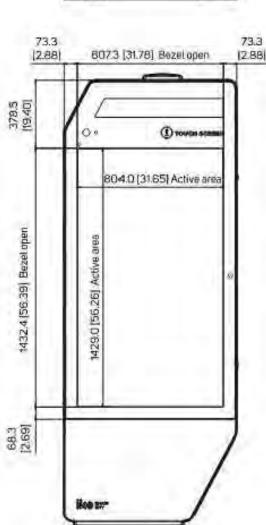
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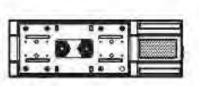
SPECIFICATION

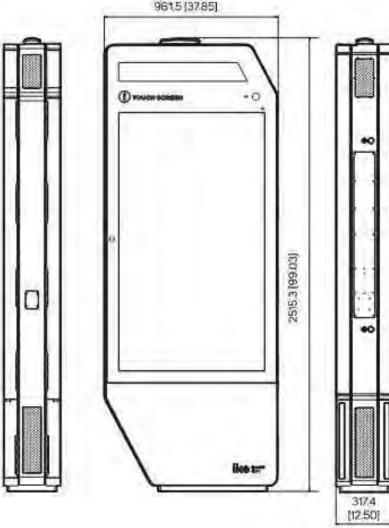
CERTIFICATION CE/FCC/RoHS

Linitary	CIDESIDRS		MODEL
	65 Inches LCD (x2)	LCD Panel Size	
	15 m = 16 m = 1	Nariya Rasaluuen	
	LED	Backlight	
	= signoria	Defeuit Color Temperature	
	4,000 nits	Brightness (w/o glass)	
1	(E) 11/	Color Depth	
	4G00 1	Contrast Ratio	DISPLAY
378.5	Tre-	Response Time (Typ.)	
56 E	178° / 178°	Viewing Angle	
76	920119-117-	Light Lifetime (Typ.)	
	Up to 110°E (230°F)	Blackening Defect Free	
	7	Polarized Sunglasses Support	
1432.4 [58.39] Bezel open	AG Haze 3%, 2H	Panel Surface	
39 Bez	lotemate	Power Supply	
128	TOTAL TO A STATE OF	Rated Voltage	POWER
1432.4	M00 W / 2200 W	Power On Mode (Typ./ Max)	1-11-1
	583//33//33mm	Bezel Width (B/L/R)	
4	/,=TMB//7	Powder Conting Material	
68.3	2515 3 x 961 5 x 317.4 mm	Monitor Dimension (LxHxD)	
9.24	100 - 100	Monitor Weight	MECHANICAL
	832 lbs	Option Weight	SPECS
	181,340	Turch Screen	970-20
	Portrait	Orientation	
		Key Lock	
	Top & Bottom	Air Vent	
	Minor onlie I hour days.	Slats	
	Emplish	Language	
		Support STVMP (Lin to V3.0)	
	Yes	Dimming Control	
	Fig.	Image Retention Protection	USER
	Yes	Ambient Light Sensor	INTERFACE
	(98)	Power On/Off Scheduling	
11 11	Yes	Internal Temperature Sensor	
11 (1	x6 (2180p)	HDMI	
$\Pi \Pi$	Vik (Elisabet)	Display Pol	
11 11	×2	USB 3.0	INPUT
11 11		Mycro SD Ster	
11 11			OUTPUT
Inl	12	Audio	A 401 A 6
	42	-	anneces.
	ln «Z	RS-232	EXTERNAL
		-	EXTERNAL CONTROL
	In v2 (1 1) -20° F - 120° F (-30° C - 50° C)	RS-232	
	In *2 ((∪ ₁ -20° F - 120° F (-30° C - 50° C) (= or = (≥) = ∈ 0° −	RS-232 //J-45 Operating Temperature Storage Temporature	
	In v2 (1 1) -20° F - 120° F (-30° C - 50° C)	RS-232	CONTROL

DIMENSIONS



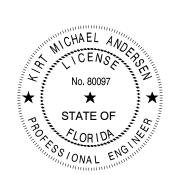




DynaScan



Engineer's Seal



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IKE SMART CITY

Project Location S HOWARD AVE & **W MARJORY AVE** TAMPA, FL 33606

Sheet Name

Revisions

ISSUED FOR PERMITS

04/22/2022 PE Project No. 22-0003.04 ENG/CADD: Checked By: Reviewed By: TB Sheet No. **S3.0**

EXHIBIT F - KIOSK SPECIFICATIONS

CUSTOMIZED SERIES

CIO651DR5

65" Dual sided auto dimming monitors up to 4000 nits Ensures visibility day or night, in any weather condition









DUAL-SIDED DESIGN



SUNLIGHT VIEWABLE IMAGE



VANDAL RESISTANT



POLARIZED SUNGLASSES SUPPORT



WEATHER PROOF



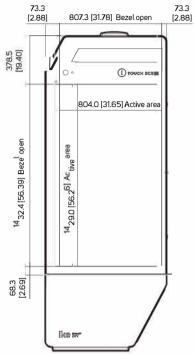
EXHIBIT F - KIOSK SPECIFICATIONS

MODEL		CI0651DR5
	LCD Panel Size	65 inches LCD (x2)
	Native Resolution	1920 x 1080
	Backlight	LED
	Default Color Temperature	D65 (6500 K)
	Brightness (w/o glass)	4,000 nits
	Color Depth	10 bits
DISPLAY	Contrast Ratio	4000 :1
	Response Time (Typ.)	8 ms
	Viewing Angle	178° / 178°
	Light Lifetime (Typ.)	100,000 hrs
	Blackening Defect Free	Up to 110°C (230°F)
	Polarized Sunglasses Support	Yes
	Panel Surface	AG Haze 3%, 2H
	Power Supply	Internal
POWER	Rated Voltage	100-240V ~ 50/60Hz
PUWER	Power On Mode (Typ./ Max)	1400 W / 2200 W
	Bezel Width (B/L/R)	68.3 / 73.3 / 73.3 mm
	Powder Coating Material	ASTM B117
	Monitor Dimension (LxHxD)	2515.3 x 961.5 x 317.4 mm
MECHANICAL	Monitor Weight	820 lbs
SPECS	Option Weight	832 lbs
	Touch Screen	PCAP
	Orientation	Portrait
	Key Lock	Yes
	Air Vent	Top & Bottom
	Glass	8mm laminated tempered glass
	Language	English
	Support SNMP (Up to V3.0)	Yes
USER	Dimming Control	Yes
INTERFACE	Image Retention Protection	Yes
INTERFACE	Ambient Light Sensor	Yes
	Power On/Off Scheduling	Yes
	Internal Temperature Sensor	Yes
	HDMI	x6 (2160p)
	Display Port	x2
INPUT	USB 3.0	x2
	Micro SD Slot	x2
OUTPUT	Audio	
EXTERNAL CONTROL	RS-232 RJ-45	Inx2
	KJ-45	x4 (LAN)
	Operating Temperature	-20° F ~ 120° F (-30° C ~ 50° C)
ENVIRONMENT	Storage Temperature	-4° F ~ 140° F (-20° C ~ 60° C)
	Humidity	5% ~ 95% RH Non-condensing
	Noise Levels	< 65 dB at a height of 60 inches and distance of 24 inches
CERTIFICATION	CE / FCC / RoHS	

DIMENSIONS

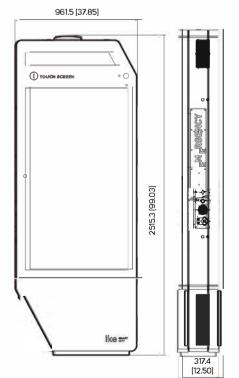
Unit: mm [inch]



















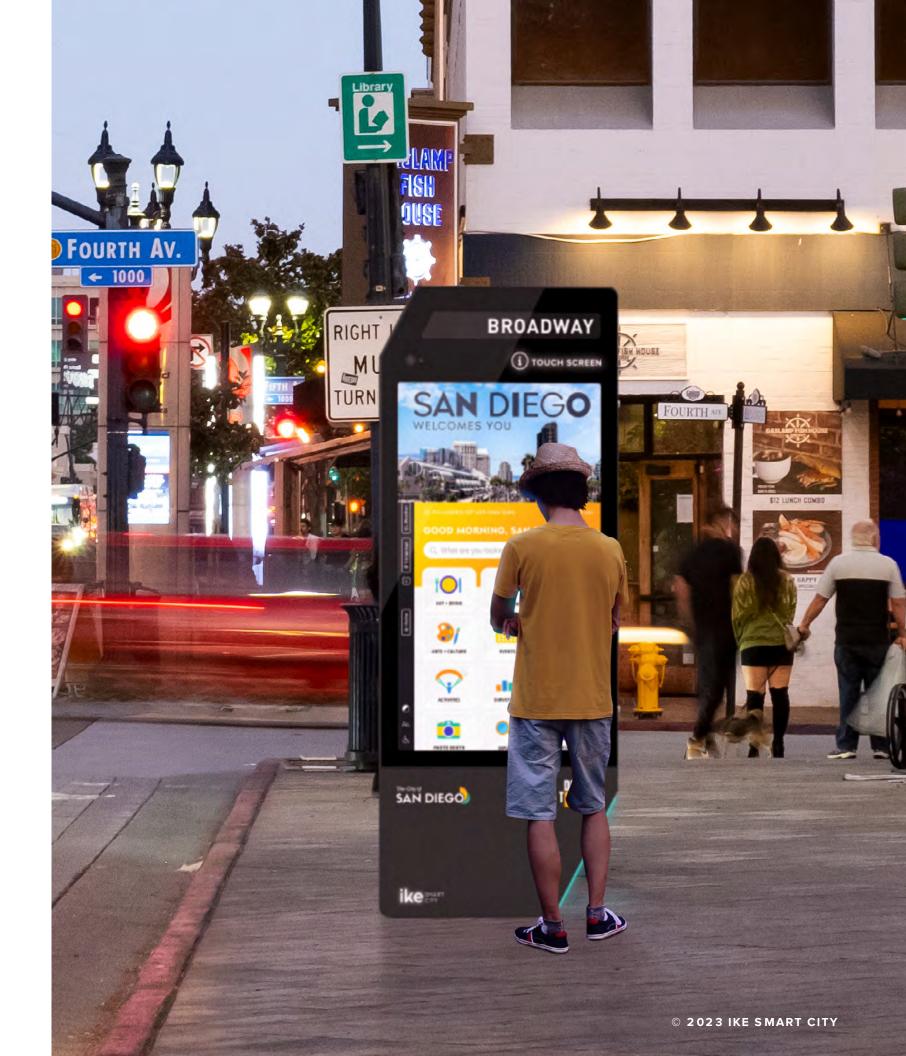
IKE, THE INTERACTIVE KIOSK EXPERIENCE

IKE is an innovative, best-in-class hardware and software communication system that activates the pedestrian experience with interactive, vivid touchscreens and an ever-expanding suite of engaging applications. Each kiosk offers a hyper local experience that drives discovery, mobility, and equity through multi modal wayfinding, area business directories, event listings, and more.

Our proven expertise in smart city technology and ongoing investment in software development have created the true Smart City Hub — an advanced digital platform with integrated features, functions, and resources that provide residents and visitors with everything they need, all in one place.

We are recognized as leaders in the industry, and cities across the country are selecting IKE as their preferred interactive digital kiosk.

IKE is an adaptable and responsive medium that can be customized to support the diverse needs of our partners and the communities we serve.







MODES OF OPERATION

IKE has two modes of operation, allowing for an engaging mix of both interactive and commercial content.

PASSIVE MODE

This is the default mode of operation. When a pedestrian is not engaging with IKE, the entire screen is occupied by a 9:16 portrait layout showing a loop of City, community, art, and commercial messaging.

ENGAGED MODE

When a pedestrian touches IKE's screen, the content loop resizes to a 16:9 landscape layout and the interactive application dashboard is displayed.







EXHIBIT G WORK FORCE REPORT



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 · San Diego, CA 92101 Phone: (619) 236-6000 · Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

NO OTHER FORMS WILL BE ACCEPTED

		CONTRACTOR ID	ENTIFICATION					
Type of Contractor:	□ Consultant	☐ Vendor/Supplier☐ Grant Recipient			□ Lessee/Lessor ■ Other			
Name of Company: IKE S	Smart City, LLC							
ADA/DBA:								
Address (Corporate Heado	juarters, where appl	icable): 9165 Sunset E	Blvd	G 116				
City: West Hollywood		County: Los Angeles		State: Californ	ia Zip: 90069			
Telephone Number: 614.	294.4898		Fax Number:					
Name of Company CEO:	Peter D Scantland	d						
Address(es), phone and fa Address:			San Diego County	(if different fron	ı above):			
City:		County:		State:	Zip:			
Felephone Number:		Fax Number:		Email:				
employment and affirmat Address: 250 N Hartfor	Opportunity Officer cive action policies of d Ave, Columbus	(EEOO). The EEOO has b f this company. The EEO Ohio 43222	O may be contacted	d at:	seminate and enforce equal			
Felephone Number: 614.	294.4898	Fax Number:		_ Email: shutc	hison@obm.com			
*Submit a separa I, the undersigned repres	te Work Force Repo	l Branch Work Force I Managing Office W Check the box above the rt for all participating br	* /ork Force at applies to this W	FR.	Work Force - Mandato In one branch per county.			
i, the undersigned repres	entative or TRE SIT		rm Name)					
Franklin		, Ohio		hereby certify t	hat information provided			
(County) herein is true and correct)	(State	•		, 20.23			
1075	wor. Com		Adam	Borcher	7			
Authoriz	zed Signature)		(Print A	uthorized Signatu	re Name)			

NSTRUCTIONS: For each occur provided. Sum of all totals shou ime basis. The following group	ld be equa	il to yo	ur total	work f	orce. I	nclude	all thos	se empl	loyed by	ry ethi y your o	nic grou compan	ıp. Tot y on ei	al colu ther a	mns in full or p
1) Black or African-Americ 2) Hispanic or Latino 3) Asian 4) American Indian or Alas	ka Native					(6) (7)	White				ic Islan falling		other g	roups
Definitions of the race and ethro ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		Other	7) r Race/ nicity
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial						1					1			
Professional														
A&E, Science, Computer									1					
Technical Technical	1										1			
Sales		2	1			4					2	2		
dministrative Support			2								1			
ervices														
Crafts									1 2 2					
perative Workers														
ransportation														
aborers*														
*Construction laborers and other fi Fotals Each Column	eld employ	ees are	not to be	include	d on this	s page	0	0	0	0	5	2	0	0
Grand Total All Employees		18			1									
Indicate by Gender and Ethnici	ity the Nu	mber o	f Above	Emplo	yees W	ho Are	Disable	ed:						
Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-Profit Organizations Only	<i>r</i> :		1								-140			
Board of Directors											NE S			
Volunteers													51.7	
Artists														

DATE: 02/15/2023

Los Angeles

COUNTY:

WORK FORCE REPORT - Page 2

OFFICE(S) or BRANCH(ES):

NAME OF FIRM: IKE Smart City, LLC

West Hollywood, CA

WORK FORCE REPORT - Page 3 NAME OF FIRM: IKE Smart City, LLC										ראם	re: 02	2/15/20	23	
NAME OF FIRM: IKE Smart Clty, LLC DFFICE(S) or BRANCH(ES): West Holl	vwood. C	.A						CO	UNTY:	-	Angeles			
NSTRUCTIONS: For each occupational orovided. Sum of all totals should be endine basis. The following groups are to	l catego	ory, inc	tal wor	k force	. Inch	ide all	those e	ales in	every	ethnic	grou	p. Tota	al colun ther a fi	nns in ull or p
 Black or African-American Hispanic or Latino Asian American Indian or Alaska Nat 		es can b	oe foun	d on Pe	(7	6) Wh							other gi	coups
TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters	10													
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total All Employees		18			1		-							
indicate By Gender and Ethnicity the	 Number	of Abo		1	Who	1		1	_	_	1		T.	1.
Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 · San Diego, CA 92101 Phone: (619) 236-6000 · Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

		CONTRACTOR ID	ENTIFICATION		
Type of Contractor:	□ Consultant	□ Vendor/Supplier □ Grant Recipient	☐ Financial In☐ Insurance C	nstitution Company	☐ Lessee/Lessor ■ Other
Name of Company: IKE	Smart City, LLC				
ADA/DBA:					
Address (Corporate Head	quarters, where appl	icable): 250 N Hartford	d Ave		
City: Columbus		County: Franklin		State: Ohio	Zip: <u>43222</u>
Telephone Number: 614	.294.4898		Fax Number:		
Name of Company CEO:	Peter D Scantlan	d			
Address(es), phone and f			San Diego County	(if different from	above):
Address:					
				State:	Zip:
Telephone Number:		Fax Number:		Email:	
employment and affirma Address: 250 N Hartfo Telephone Number: 614	tive action policies o rd Ave, Columbus	f this company. The EEO	O may be contacted	d at:	seminate and enforce equal
relephone Number.					
*Submit a separ	■	Branch Work Force Managing Office W Check the box above the	* /ork Force at applies to this W	FR.	Vork Force - Mandator n one branch per county.
I, the undersigned repres	sentative of IKE Sm	nart City, LLC			
		(Fi	rm Name)		
Franklin		, Ohio		hereby certify th	nat information provided
(Count herein is true and correct		State) as executed on this 15th	,	of February	, ₂₀ .23
Se B	lu		111	Borchers	
(Authori	zed Sianature)		-	uthorized Signatur	e Name)

NSTRUCTIONS: For each occurrovided. Sum of all totals shou ime basis. The following group:	ld be equa	al to yo	ur total	work f	orce. I	nclude	all tho	se empl	oyed by	ry ethi y your	nic gro compar	up. Tot ıy on ei	al colui ther a f	nns in ull or pa								
1) Black or African-Americ 2) Hispanic or Latino 3) Asian 4) American Indian or Alas		e				(6)	White	e Hawai race/et					other g	roups								
Definitions of the race and ethr	nicity cate	gories	can be j	found o	n Page	: 4																
ADMINISTRATION OCCUPATIONAL CATEGORY	Blac Afr	1) ck or ican rican	Hispa	2) inic or tino		(3) Am sian India		4) erican n/ Nat. skan	Pac	(5) Pacific Islander		Pacific		Pacific		Pacific		Pacific		(6) White		7) : Race/ nicity
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)								
Management & Financial	3				1	1					11	13										
Professional		1			1 1	1						2										
A&E, Science, Computer					1						9	2										
Technical	2				1						12	1										
Sales				2							4	11										
Administrative Support	1	1		1	1	1					5	10		14								
Services																						
Crafts																						
Operative Workers																						
Fransportation																						
Laborers*																						
*Construction laborers and other fi	ield employ	ees are	not to be	include	d on this	s page						-										
Totals Each Column	6	2	0	3	3	3	0	0	0	0	41	39	0	0								
Grand Total All Employees		97																				
Indicate by Gender and Ethnic	ity the Nu	mber o	f Above	Emplo	yees W	ho Are	Disable	ed:														
Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
Non-Profit Organizations Only	r:																					
Board of Directors																						
Volunteers																						
Artists																						

DATE: 02/15/2023

Franklin

COUNTY:

WORK FORCE REPORT - Page 2

NAME OF FIRM: IKE Smart City, LLC

OFFICE(S) or BRANCH(ES): Columbus, OH

WORK FORCE REPORT - Page 3 NAME OF FIRM: IKE Smart City, LLC										DAT	E: 02	2/15/202	23	
OFFICE(S) or BRANCH(ES): Columbus	s, OH							СО	UNTY:	Fran	klin			
NSTRUCTIONS: For each occupationa provided. Sum of all totals should be edime basis. The following groups are to	qual to v	your to	tal wor	k force	e. Incl	ude all	those e	employ	ed by y	ethnio our co	grouj mpany	p. Tota / on eit	ıl colun ther a fı	nns in all or p
 Black or African-American Hispanic or Latino Asian American Indian or Alaska National 		es can l	oe foun	d on P	(5) Na 6) Wh 7) Oth	ite						ther gr	oups
TRADE OCCUPATIONAL CATEGORY	Blac Afr	1) ck or ican erican	or Hispanic Asian Indian/ n or Latino Nat.		American Indian/		5) cific nder		(6) hite	Other	7) Race/ nicity			
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total All Employees		97	_											
lindicate By Gender and Ethnicity the I										0		6	6	
Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	U



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 · San Diego, CA 92101 Phone: (619) 236-6000 · Fax: (619) 236-5904

WORK FORCE REPORT

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NO OTHER FORMS WILL BE ACCEPTED

		CONTRACTOR ID	ENTIFICATION	Y	
Type of Contractor:	□ Consultant	□ Vendor/Supplier □ Grant Recipient			□ Lessee/Lessor ■ Other
Name of Company: IKE	Smart City, LLC				
ADA/DBA:					
Address (Corporate Head	quarters, where applic	able): 678 W Broady	vay		10010
City: New York	Co	ounty: New York		State: New Yo	ork Zip: 10012
Telephone Number: 614	.294.4898		Fax Number:		
Name of Company CEO:	Peter D Scantland				
Address(es), phone and f Address:	ax number(s) of comp	any facilities located in	San Diego County	(if different from	m above):
				State:	Zip:
Telephone Number:		Fax Number:		Email:	
employment and affirma Address: 250 N Hartfo	tive action policies of rd Ave, Columbus,	this company. The EEC Ohio 43222	OO may be contacte	ed at:	sseminate and enforce equal
Telephone Number: 614	.294.4898	_Fax Number:		_ Email: Shutt	.1115011@000111.co111
·	□ □ ate Work Force Report	Branch Work Force Managing Office W Check the box above the for all participating br	e * Vork Force at applies to this W	/FR.	Work Force - Mandato an one branch per county.
I, the undersigned repres	sentative of IKE SM		irm Name)		
Franklin		•		hereby certify	that information provided
(Count	y)	(State	2)		, 20.23
Author	rad Signature)		Adam (Print	Authorized Signati	ire Name)
/ (Authori	zed Signature)		(Print A	lutnorizea Signati	ire Name)

NSTRUCTIONS: For each occurroyided. Sum of all totals shou ime basis. The following group	ıld be equa	al to yo	ur total	work f	orce. I	nclude	all tho	se empl	oyed by	ry eth y your	nic grou compan	ıp. Tot y on ei	al colu ther a	mns in full or p
 Black or African-Americ Hispanic or Latino Asian American Indian or Alas 	ska Native		can be	found o	on Page	(6) (7)	White				ic Islan falling		other g	roups
ADMINISTRATION OCCUPATIONAL CATEGORY	(Blac Afr	1) ck or ican rican	(; Hispa	2) anic or tino	()	3) ian	Ame	4) erican n/ Nat. skan	Pa	5) cific nder		(6) White		(7) r Race/ nicity
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial									- 1			1		
Professional			Die i											
A&E, Science, Computer				0 =										
l'echnical												-		
Sales												6		
Administrative Support														
Services									0.3					
Crafts	-1 = 3								11.1	-			1	
Operative Workers														
Fransportation					NET!									
Laborers*														
*Construction laborers and other f	ield employ	ees are	not to be	included	d on this	o page	0	0	0	0	0	7	0	0
Grand Total All Employees		7			1									
Indicate by Gender and Ethnic	ity the Nu	mber o	f Above	Emplo	yees W	ho Are	Disable	d:						
Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-Profit Organizations Only	y:													
Board of Directors					1									
Volunteers														
Artists		1						i					7	

DATE: 02/15/2023

New York

COUNTY:

WORK FORCE REPORT - Page 2

OFFICE(S) or BRANCH(ES):

NAME OF FIRM:

IKE Smart City, LLC

New York, New York

WORK FORCE REPORT – Page 3 NAME OF FIRM: IKE Smart City, LLC										DAT	E: 02	2/15/202	23	
DFFICE(S) or BRANCH(ES): New York	, New Yo	ork						co	UNTY:	New	York			
NSTRUCTIONS: For each occupationa provided. Sum of all totals should be edime basis. The following groups are to	ual to	your to	tal wor	k force	. Incl	ude all	those e	employ	ed by y	ethnic our co	grouj mpany	o. Tota on eit	l colun ther a fi	ans in ull or p
 Black or African-American Hispanic or Latino Asian American Indian or Alaska Nat 		es can t	oe foun	d on P	(i ('	5) Na 6) Wh 7) Oth	ite						ther gr	coups
TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		Hisp	(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		5) cific nder	(6) White		(7) Other Race, Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons											1			
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst	L													
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total All Employees		7												
findicate By Gender and Ethnicity the N	\neg			1	1			T _a	lo.	10	10			10
Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0



Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force
- *Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

RACE/ETHNICY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers **Business Operations Specialists Financial Specialists Operations Specialties Managers Other Management Occupations Top Executives**

Professional

Art and Design Workers Counselors, Social Workers, and Other Community and Social Service Specialists Entertainers and Performers, Sports and Related Workers **Health Diagnosing and Treating Practitioners** Lawyers, Judges, and Related Workers Librarians, Curators, and Archivists **Life Scientists** Media and Communication Workers Other Teachers and Instructors **Postsecondary Teachers** Primary, Secondary, and Special Education School **Teachers Religious Workers** Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers **Computer Specialists** Engineers **Mathematical Science Occupations Physical Scientists**

Technical

Drafters, Engineering, and Mapping Technicians Health Technologists and Technicians Life, Physical, and Social Science Technicians Media and Communication Equipment Workers

Sales

Other Sales and Related Workers **Retail Sales Workers** Sales Representatives, Services Sales Representatives, Wholesale and Manufacturing Supervisors, Sales Workers

Administrative Support

Financial Clerks Information and Record Clerks Legal Support Workers EOC Work Force Report (rev. 08/2018)

Material Recording, Scheduling, Dispatching, and Distributing Workers Other Education, Training, and Library Occupations Other Office and Administrative Support Workers Secretaries and Administrative Assistants Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers Cooks and Food Preparation Workers Entertainment Attendants and Related Workers

Fire Fighting and Prevention Workers First-Line Supervisors/Managers, Protective Service Workers

Food and Beverage Serving Workers **Funeral Service Workers Law Enforcement Workers**

Nursing, Psychiatric, and Home Health Aides Occupational and Physical Therapist Assistants and Aides

Other Food Preparation and Serving Related Workers

Other Healthcare Support Occupations Other Personal Care and Service Workers Other Protective Service Workers Personal Appearance Workers Supervisors, Food Preparation and Serving Workers Supervisors, Personal Care and Service Workers Transportation, Tourism, and Lodging

Crafts

Attendants

Construction Trades Workers Electrical and Electronic Equipment Mechanics, Installers, and Repairers **Extraction Workers Material Moving Workers** Other Construction and Related Workers Other Installation, Maintenance, and Repair **Occupations Plant and System Operators** Supervisors of Installation, Maintenance, and **Repair Workers** Supervisors, Construction and Extraction Workers Vehicle and Mobile Equipment Mechanics, Form Number: BB05

Page 5 of 7

Installers, and Repairers Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone MasonsBrickmasons and Blockmasons Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers Carpet Installers

Floor Layers, except Carpet, Wood and Hard Tiles Floor Sanders and Finishers Tile and Marble Setters

Cement Masons, Concrete Finishers Cement Masons and Concrete Finishers

Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst Drywall and Ceiling Tile Installers Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade Brickmasons, Blockmasons, and Tile and Marble Setters Carpenters Electricians Painters, Paperhangers, Plasterers and Stucco Pipelayers, Plumbers, Pipefitters and Steamfitters Roofers All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers Mechanical Door Repairers Control and Valve Installers and Repairers Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators
Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. MaintenancePainters, Construction and Maintenance
Paperhangers

Pipelayers and PlumbersPipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers Welders, Cutter, Solderers and Brazers Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 · San Diego, CA 92101 Phone: (619) 236-6000 · Fax: (619) 236-5904

WORK FORCE REPORT

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NO OTHER FORMS WILL BE ACCEPTED

	CON	TRACTOR ID	ENTIFICATION		
		nt Recipient	☐ Financial Ins☐ Insurance Co		□ Lessee/Lessor ■ Other
Name of Company: Dov	ntown San Diego Partner	ship			
ADA/DBA:					
Address (Corporate Head	quarters, where applicable):	401 B Street S	te 100		
	County: S			State: CA	Zip: <u>92101</u>
Telephone Number: 619	224 2224				
Name of Company CEO:	Betsy Brennan				
	ax number(s) of company fac	ilities located in	San Diego County (if different from	above):
Address:					
	County: _			State:	Zip:
Telephone Number:	Fax N	ımber:		Email:	
employment and affirma Address: 401 B Street		The EEOO has be npany. The EEO 01	een given authority O may be contacted	to establish, disse at:	eminate and enforce equal
	■ One S	an Diego Cou	nty (or Most Lo	cal County) W	ork Force - Mandatory
	☐ Branc	h Work Force	*	•	-
	□ Mana	ging Office W	ork Force		
•	te Work Force Report for all	participating bro			one branch per county.
I, the undersigned repres	entative of Downtown San		rm Name)		
San Diego	, <u>Ca</u>	•	,	hereby certify tha	at information provided
(County herein is true and correct	This document was execute	(State))		_
April H	ill		∆nril Hil	II - Director of	: HR
(Authoriz	zed Signature)		•	thorized Signature	

WORK FORCE REPORT – Page 2 NAME OF FIRM: Downtown Sa	an Die	go Par	tnersh	nip						D/	ATE: 0	2/16/2	2023	
OFFICE(S) or BRANCH(ES): Sar	n Diego	o, CA						(COUNT		n Dieg			
INSTRUCTIONS: For each occupa provided. Sum of all totals should time basis. The following groups a	be equa	al to you	ur total	work f	orce. I	nclude	all thos	se empl	oyed by					
(1) Black or African-American (2) Hispanic or Latino (3) Asian (4) American Indian or Alaska Definitions of the race and ethnici	Native		can be j	found o	on Page	(6) (7)	White	· Hawa:					ther g	roups
ADMINISTRATION OCCUPATIONAL CATEGORY	Blac Afri	1) ck or ican rican	Hispa	2) inic or tino		3) ian	Ame India	4) rican n/ Nat. skan	Pac	5) cific nder		6) nite	Other	(7) r Race/ nicity
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	4	5	1	0	1	0	0	0	0	5	5	1	0
Professional	0	0	2	0	0	0	0	0	0	0	0	0	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	2	2	2	0	0	0	0	0	0	3	3	0	0
Services	15	0	11	1	0	0	0	0	0	0	4	0	6	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	2	0	0	0	0	0	1	0	0	2	1	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	1	0	2	0	0	0	0	0	0	0	1	0	0	0
*Construction laborers and other field	employe	ees are n	ot to be	include	d on this	page								
Totals Each Column	17	8	22	4	0	1	0	1	0	0	15	9	7	0
Grand Total All Employees		84												
Indicate by Gender and Ethnicity	the Nuı	mber of	Above	Employ	yees Wl	ho Are I	Disable	d:						
Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-Profit Organizations Only:			1								_			
Board of Directors	1	1	4	2	1	1	0	0	0	0	68	22	0	0
Volunteers	3	5	8	3	0	0	0	0	0	0	19	14	0	0
Artists	0	0	0	0	0	0	0	0	0	0	0	0	0	0

NAME OF FIRM: Downtown San Diego	Partnersh	nip			DATE: 02/16/2023 COUNTY: San Diego																					
OFFICE(S) or BRANCH(ES): San Dieg	o, CA																									
NSTRUCTIONS: For each occupationa brovided. Sum of all totals should be edime basis. The following groups are to	qual to y	our to	tal wor	k force	. Incl	ıde all	those e	employ	ed by y	ethnic our co	group mpany	o. Tota on eit	l colun her a fi	ıns in ro ıll or par												
 (1) Black or African-American (2) Hispanic or Latino (3) Asian (4) American Indian or Alaska National Control of the race and ethnicity control 		s can b	e foun	d on Pe	(7) Wh	ite		n or P				ther gr	oups												
TRADE OCCUPATIONAL CATEGORY	Blac Afri	(1) (2) (3) ck or rican or Latino erican							(3) Asian Ame Ind	rican ian/ at.	American Indian/ Nat.		American Indian/ Nat.		(5) Pacific Islander		Pacific		Pacific		Pacific		Pacific	(6 Wh	Other Ethn	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)												
Brick, Block or Stone Masons																										
Carpenters																										
Carpet, Floor & Tile Installers Finishers																										
Cement Masons, Concrete Finishers																										
Construction Laborers																										
Drywall Installers, Ceiling Tile Inst																										
Electricians																										
Elevator Installers																										
First-Line Supervisors/Managers																										
Glaziers																										
Helpers; Construction Trade																										
Millwrights																										
Misc. Const. Equipment Operators																										
Painters, Const. & Maintenance																										
Pipelayers, Plumbers, Pipe & Steam Fitters																										
Plasterers & Stucco Masons																										
Roofers																										
Security Guards & Surveillance Officers	0	0	2	0	0	0	0	0	0	0	4	0	0	0												
Sheet Metal Workers																										
Structural Metal Fabricators & Fitters																										
Welding, Soldering & Brazing Workers																										
Workers, Extractive Crafts, Miners																										
Totals Each Column	0	0	2	0	0	0	0	0	0	0	4	0	0	0												
Grand Total All Employees		84]																					
indicate By Gender and Ethnicity the N					Who A				0			0		0												
Disabled	0	i ()	()	Λ	i ()	0	1 ()	0	ΙU	i ()	1 ()	: U	\perp \cup	; U												

WORK FORCE REPORT - Page 3



Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

Types of Work Force Reports:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force
- *Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

RACE/ETHNICY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers **Business Operations Specialists Financial Specialists Operations Specialties Managers** Other Management Occupations **Top Executives**

Professional

Art and Design Workers Counselors, Social Workers, and Other Community and Social Service Specialists Entertainers and Performers, Sports and Related Workers **Health Diagnosing and Treating Practitioners** Lawyers, Judges, and Related Workers Librarians, Curators, and Archivists Life Scientists Media and Communication Workers Other Teachers and Instructors **Postsecondary Teachers** Primary, Secondary, and Special Education School **Teachers Religious Workers** Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers **Computer Specialists Engineers Mathematical Science Occupations Physical Scientists**

Technical

Drafters, Engineering, and Mapping Technicians **Health Technologists and Technicians** Life, Physical, and Social Science Technicians Media and Communication Equipment Workers

Sales

Other Sales and Related Workers **Retail Sales Workers** Sales Representatives, Services Sales Representatives, Wholesale and Manufacturing Supervisors, Sales Workers

Administrative Support

Financial Clerks Information and Record Clerks **Legal Support Workers** EOC Work Force Report (rev. 08/2018)

Material Recording, Scheduling, Dispatching, and Distributing Workers Other Education, Training, and Library **Occupations** Other Office and Administrative Support Workers Secretaries and Administrative Assistants Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers Cooks and Food Preparation Workers **Entertainment Attendants and Related** Workers

Fire Fighting and Prevention Workers First-Line Supervisors/Managers, Protective Service Workers

Food and Beverage Serving Workers Funeral Service Workers Law Enforcement Workers

Nursing, Psychiatric, and Home Health Aides Occupational and Physical Therapist Assistants and Aides

Other Food Preparation and Serving Related

Other Healthcare Support Occupations Other Personal Care and Service Workers Other Protective Service Workers **Personal Appearance Workers** Supervisors, Food Preparation and Serving Workers Supervisors, Personal Care and Service

Transportation, Tourism, and Lodging Attendants

Crafts

Page 5 of 7

Construction Trades Workers Electrical and Electronic Equipment Mechanics, Installers, and Repairers **Extraction Workers Material Moving Workers** Other Construction and Related Workers Other Installation, Maintenance, and Repair Occupations **Plant and System Operators** Supervisors of Installation, Maintenance, and **Repair Workers** Supervisors, Construction and Extraction Vehicle and Mobile Equipment Mechanics,

Form Number: BBo5

Installers, and Repairers Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers Other Transportation Workers Rail Transportation Workers Supervisors, Transportation and Material Moving Workers Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers

Floor Layers, except Carpet, Wood and Hard Tiles

Floor Sanders and Finishers Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile InstDrywall and Ceiling Tile Installers Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers Mechanical Door Repairers Control and Valve Installers and Repairers Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators Pile-Driver Operators Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance Paperhangers

Pipelayers and Plumbers

Pipelayers Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners