

AGREEMENT NO. C- 102477

**AGREEMENT
FOR COORDINATED STREET FURNITURE**

between the

CITY OF LOS ANGELES

and

VIACOM DECAUX LLC

Dated 12/21/, 2001

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**COORDINATED STREET FURNITURE AGREEMENT
FOR THE CITY OF LOS ANGELES**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND VIACOM DECAUX LLC

This Agreement, including all appendices and all exhibits, hereinafter referred to as "Agreement," is made and entered into this 21st day of December, 2001, by and between the CITY OF LOS ANGELES, a municipal corporation, hereinafter referred to as "CITY", acting by and through its Board of Public Works (the "Board") and VIACOM DECAUX LLC, a Delaware limited liability company, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H :

WHEREAS, the Board of Public Works issued a Request for Proposals ("RFP") to provide, on behalf of the CITY, a Coordinated Street Furniture program (the "Program" as defined in this Agreement) including a) the installation, operation and maintenance of Street Furniture (as defined herein); b) the integration of CITY Amenity Components (as defined herein) to be located throughout the CITY; and c) the exclusive right to sell advertising on behalf of the CITY for display on panels ("Ad Panels") in association with such Street Furniture (as defined herein), in accordance with the RFP;

WHEREAS, two proposers responded to the RFP and the Board, acting through an evaluation committee, reviewed the two proposals and unanimously rated CONTRACTOR superior in each evaluation category including economic benefits, quality of equipment, design, maintenance and overall track record;

WHEREAS, Viacom Outdoor, Inc., a fifty percent (50%) owner of CONTRACTOR, and the operator of the transit shelter program in existence prior to this Agreement, has agreed as part of its proposal to terminate its contract (Contract No. C-66332) (the "Prior Agreement") prior to the March 30, 2003 expiration date of its term, upon the execution of this Agreement and in accordance with the provisions of this Agreement;

WHEREAS, the CITY Council reviewed the selection made by the Board and on July 24, 2001 (C.F. 00-1073 S.,1), the Council by resolution has authorized the Department of Public Works, Bureau of Street Services, together with the CITY's Office of the Chief Legislative Analyst ("CLA") to jointly negotiate an agreement with CONTRACTOR; and

WHEREAS, the Director of Bureau of Street Services and the CLA have jointly negotiated the terms and conditions of this Agreement with CONTRACTOR consistent with the RFP and the CITY Council resolution including reductions in the CONTRACTOR's proposed number and type of structures.

NOW THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

DEFINITIONS

The following words and phrases which are used herein shall have the meaning set forth opposite the same:

<i>ADA</i>	The Americans with Disabilities Act, which directs local jurisdictions to implement procedures to make public facilities accessible to all persons.
<i>AD PANEL</i>	A commercial advertising display area located on certain Street Furniture ("Revenue Furniture" as defined herein) on which CONTRACTOR may sell advertising on behalf of the CITY.
<i>APPROVAL</i>	The written consent of the Director, or his or her designated agent.
<i>APPROVED PERMIT APPLICATION/APA</i>	A permit application to install an item or items of Street Furniture which has received all approvals from the CITY such that the only requirement remaining for CONTRACTOR to install Street Furniture is the non-discretionary action by the CITY to issue the installation permit to CONTRACTOR.
<i>AUTOMATIC PUBLIC TOILET/APT</i>	An enclosed structure containing a self-cleaning automatic public toilet available for use by the general public, operable with coins or tokens as provided herein, which may contain two public service display panels which shall each be counted as a CITY Amenity Component. Approved designs for APTs are set forth in Appendix 1, Exhibit A.
<i>AUTHORIZATION</i>	An order or other written authorization of the CITY properly executed by the Director, or his or her designated agent.
<i>BOARD/BPW</i>	The Board of Public Works of the City of Los Angeles.
<i>BUREAU OF STREET SERVICES/BOSS</i>	The CITY's Department of Public Works, Bureau of Street Services operating under the jurisdiction of the Board of Public Works.
<i>CHIEF LEGISLATIVE ANALYST/CLA</i>	Chief Legislative Analyst of the CITY or his/her designee.

<i>CITY</i>	The City of Los Angeles or its subordinate bureaus or the political subdivisions referred to as the City of Los Angeles, California other than the City Council.
<i>CITY AMENITY COMPONENT/CAC</i>	A public amenity or service, such as a litter or recycling bin, a vending area integrated into an item of Street Furniture, a computer terminal, a pay phone installation area or emergency telephone installation area which is integrated into an item of Street Furniture, the use of an item of Street Furniture for the integration of similar display area for non-commercial posters or services (e.g. maps) selected by mutual agreement of the parties. A schedule of CAC's and the Street Furniture on which they may be installed is set forth on Appendix 1, Exhibit A.
<i>CITY COUNCIL</i>	The legislative body of the CITY established by the Los Angeles City Charter.
<i>CITY INFORMATION PANEL/CIP</i>	A two sided structure which contains a CITY Amenity Component on one side and one Ad Panel. A CIP may be installed only upon the consent of the Councilmember in whose district the CIP is to be located.
<i>CITY PROPERTY</i>	Property which is owned or under the control of the CITY.
<i>CONTRACTOR</i>	Viacom Decaux LLC, a Delaware limited liability company, and its successors and assigns.
<i>COUNCIL</i>	The Los Angeles City Council.
<i>DESIGNER COLLECTION</i>	The designs for Street Furniture included in the JCDecaux Catalogue attached hereto as Appendix 1, Exhibit A. The JCDecaux Catalogue may be amended from time to time and shall include the "Sunset" and "Heritage" styles, or designs of similar value, and shall as set forth herein include the Gwathmey Siegel Associates "Pacific" style currently being designed by CONTRACTOR.
<i>DIRECTOR</i>	The Director of the CITY's Bureau of Street Services or his or her designated representative.
<i>EFFECTIVE DATE</i>	_____, 2001, the date on which the Agreement is fully executed and becomes binding on the parties.

<i>EXISTING TRANSIT SHELTERS</i>	The Outdoor Systems Advertising Inc. transit shelters which were installed pursuant to the Prior Agreement at bus stop locations prior to the Effective Date of this Agreement and which may contain Ad Panels.
<i>GROSS CASH RECEIPTS</i>	The total compensation (including in-kind payments) actually received by CONTRACTOR for the display of advertising, less a) any agency or broker commissions or similar fees; and b) returned or credited advertising fees.
<i>MBE/WBE/OBE</i>	Minority, Women and Other Business Enterprise as defined in the Mayoral Directive 2001-26.
<i>MINIMUM ANNUAL FEE/MAF</i>	The payment set forth in Article 4, Section 4.5, which CONTRACTOR must pay to CITY irrespective of the amount of Gross Cash Receipts as defined herein.
<i>MODULAR NEWSRACK</i>	A vending structure which contains multiple newsboxes for the sale or distribution of newspapers and other periodicals.
<i>NEW STREET FURNITURE SITE</i>	CITY approved installation site for street furniture where no street furniture was installed prior to execution of this Agreement and for which a permit has been approved.
<i>NON-APT STREET FURNITURE</i>	All Street Furniture other than APTs.
<i>NON-REVENUE STREET FURNITURE</i>	All Street Furniture which contains no Ad Panels.
<i>OTHER STREET FURNITURE/OSF</i>	Revenue Furniture other than Transit Shelters.
<i>PROGRAM</i>	The Coordinated Street Furniture Program as more fully described in this Agreement.
<i>PROGRAM YEAR(S)</i>	January 1, 2002 to December 31, 2021.

***PUBLIC AMENITY
KIOSKS/PAK***

Street Furniture other than APTs or Transit Shelters which contain CITY Amenity Component(s). There may be two types of PAKs, Pillar Public Amenity Kiosks and Small Public Amenity Kiosks, as defined below:

a) Pillar Public Amenity Kiosk ("PPAK"): An item of Street Furniture which is a kiosk to be installed by CONTRACTOR up to 17 feet in height which may contain two Ad Panels with a maximum advertising area of 110 square feet and which contains one or more CITY Amenity Components.

b) Small Public Amenity Kiosk ("SPAK") An item of Street Furniture which is round or three sided kiosk, to be installed by CONTRACTOR, which may contain two Ad Panels with a maximum advertising area of 55 square feet and which contains one or more CITY Amenity Components.

The approved designs for PAKs are set forth in Appendix 1, Exhibit A.

PUBLIC RIGHT-OF-WAY

The CITY's public right-of-way including but not limited to roadways, sidewalks, parkways and median and traffic islands as defined in the Los Angeles Municipal Code.

***RENT COMMENCEMENT
DATE***

January 1, 2002.

REVENUE FURNITURE

Street Furniture associated with Ad Panels.

ROLLOUT PERIOD

Each three month period of time set forth in the Projected Rollout Schedule ("PRS") attached as Appendix 2. There are eight (8) three month Rollout Periods during Phase I of the PRS.

***STREET FURNITURE
TASK FORCE/SFTF***

A working interagency task force with representatives of CONTRACTOR, Bureau of Street Services, Chief Legislative Analyst, and relevant agencies such as the Department of Transportation, Department of Building and Safety, CITY Planning Department, Los Angeles Police Department, and any other public agencies designated by the Board. The SFTF shall meet regularly to coordinate, review and propose locations for CONTRACTOR's Street Furniture on an expedited ("one stop") basis for the approval of the Board.

STAFF ENGINEER

The Staff Engineer of the Bureau of Street Services or his or her designated representative.

STREET FURNITURE

Each and every structure installed or to be installed pursuant to this Agreement.

TRANSIT SHELTER

A structure which provides shelter for transit riders awaiting transportation. The Transit Shelter designs and specifications are set forth in Appendix 1, Exhibit A. Certain Transit Shelters may (subject to the limitations set forth in Appendix 1) have two (2) Ad Panels associated with them with a maximum advertising area of 55 square feet or when double length shelters are installed, 110 square feet or four (4) Ad Panels.

TRANSIT SHELTER AD PANELS

Ad Panels for each Transit Shelter shall be integrated into the Transit Shelter itself or as provided in this Agreement located near such Transit Shelter.

VANDALISM

Willful or malicious damage or destruction of any Street Furniture or any part thereof caused by a party other than CONTRACTOR or CITY but shall exclude removable surface graffiti, ordinary wear and tear, and any damage caused during riots and other civil disturbances or acts of terrorism or war.

VENDING KIOSK

Pillar Public Amenity Kiosk or other structure installed by CONTRACTOR operated by a CITY approved vendor to sell newspapers or other merchandise authorized by the CITY and which may contain advertising. A pillar vending structure ("Pillar Kiosk Vending Structure") may contain up to two (2) Ad Panels up to 110 square feet in the aggregate; a rectangular vending structure ("Rectangular Vending Structure") may contain up to three (3) Ad Panels up to 82.5 square feet in the aggregate. The size and style of Vending Structures which are approved for installation subject to site approval, are set forth in Appendix 1, Exhibit A.

ARTICLE 2

**PROGRAM DESCRIPTION AND AWARD;
GRANT OF ADVERTISING RIGHTS**

2.1 Program Description

In consideration of the rights granted by CITY to CONTRACTOR set forth below, CONTRACTOR shall 1) provide, install, operate, and maintain, on Public Right-of-Ways, Street Furniture, other related amenities, and Ad Panels as provided in the Projected Rollout Schedule attached hereto as Appendix 2; 2) comply with all the technical special provisions attached hereto as Appendix 1; 3) be subject to all of the terms and conditions set forth in this Agreement; and 4) pay the guaranteed Minimum Annual Fees and the applicable Percentage Fees provided

for in this Agreement. In consideration of the obligations undertaken by CONTRACTOR, the CITY shall in good faith provide, in accordance with the procedures set forth in this Agreement, permits authorizing the installation of Street Furniture in accordance with the Projected Rollout Schedule set forth in Appendix 2. In the event the CITY is unable, notwithstanding its good faith efforts, to approve permits to install the number of Ad Panels permitted by this Agreement, the CITY shall not be in default of its obligations and CONTRACTOR's sole remedies shall be as set forth in this Agreement.

2.2 *Obligation and Grant of Rights to Install, Operate and Maintain Street Furniture*

The CITY hereby grants and awards to the CONTRACTOR the exclusive right and CONTRACTOR shall have the obligation to install, operate, and maintain Street Furniture (or similar equipment), as more specifically described in the Projected Rollout Schedule attached hereto as Appendix 2, throughout the CITY in accordance with the terms of this Agreement. The CITY hereby grants to the CONTRACTOR, a license to encroach upon the CITY's Public Right-of-Ways solely for the purposes of implementing this Agreement consistent with permits issued by the CITY.

2.3 *Grant of Rights to Sell Advertising*

2.3.1 *Exclusive Rights*

CITY hereby grants to CONTRACTOR, and represents and warrants that CONTRACTOR shall have, throughout the term of this Agreement the exclusive right to negotiate with the CITY to sell on behalf of the CITY and the exclusive right to display outdoor advertising in Public Right-of-Ways in a format between 15 and 55 square feet. CITY shall retain and reserve to itself and its assigns all advertising rights not expressly granted to CONTRACTOR hereunder, subject to the limitations and conditions of this Agreement. The CITY shall not permit any party other than CONTRACTOR (including the CITY itself except to the extent provided below) to sell or display commercial advertising in any Public Right-of-Ways.

Nothing contained in this Agreement shall affect the rights of the parties set forth in the existing Norman Bus Bench Program (Contract No. C-98219) and any successor agreement provided however that nothing shall prohibit CONTRACTOR from competing for any future bus bench agreement.

The CITY's existing non-profit/charitable/civic event banner program shall not be considered advertising provided that each such banner does not contain commercial messages other than logo or trademark or trade dress ("Logo") (other than not-for-profits) and that such Logos shall not be displayed on more than 20% of the area of such banners .

2.4 *CITY Amenity Components*

(a) Notwithstanding any other provision herein, the CITY shall have the right to require CONTRACTOR to provide CITY Amenity Components on the Street Furniture for its own use (for example, integration of third-party telephones or emergency

phones, litter or recycling bins or computer information terminals) or for the display of CITY maps or posters for the promotion of CITY or public service projects as determined by the CITY. The number of CITY Amenity Components the CITY may require CONTRACTOR to install shall not exceed the number which is equal to eighteen percent (18%) of the number of installed Ad Panels. For example, if 100 Ad Panels are installed, the CITY shall have the right to an additional 18 CACs. The type of CITY Amenity Components which may be selected by mutual agreement for each type of Street Furniture is set forth in Appendix 1, Exhibit A.

(b) CONTRACTOR shall provide the CITY with a list of proposed Street Furniture sites which can accommodate CITY Amenity Components. The CITY and CONTRACTOR, shall mutually determine which new Street Furniture sites shall contain CITY Amenity Components, provided however, the CITY shall be responsible except as set forth in this Agreement for the cost of bringing any wiring required solely for the CITY Amenity Components to the Street Furniture site.

(c) The CITY shall not sell or otherwise transfer rights to use CITY Amenity Components except as provided in this Agreement. Notwithstanding the foregoing, the parties shall collaborate to enter into agreements with third parties such as pay phone providers or other relevant service providers. To the extent such agreements generate revenues they shall not be included as Gross Cash Receipts, but the CITY shall be entitled to fifty percent (50%) of all such revenues.

(d) In the event two (2) CITY Amenity Components (for example, a double sized public service poster on a Pillar PAK) are included in one structure, each CITY Amenity Component shall be counted in determining the number of CAC's the CITY may require.

(e) Subject to the provisions of this Agreement, CITY may require the CONTRACTOR, at its expense, to provide 100 emergency communications devices ("ECD's") at a reasonable cost per ECD and twenty (20) computers. The location of the ECD's and 20 computers shall be determined mutually taking into account the cost of equipment, maintenance and installation. With respect to one hundred (100) ECD's and twenty (20) computers, the CONTRACTOR shall pay the reasonable cost of equipment, installation and wiring.

2.4.1 City's Right to Expand Coordinated Street Furniture

Nothing contained in this Agreement shall prohibit the CITY from expanding the scope of this Agreement provided CONTRACTOR consents to such expansion and all such terms are in writing as an amendment to the Agreement.

ARTICLE 3

TERMINATION OF EXISTING CONTRACT

3.1 As of January 1, 2002 (the "Existing Shelter Inclusion Date") the existing contract between the CITY and Infinity Outdoor, Inc. (the "Infinity Outdoor Agreement") shall automatically expire in accordance with the terms of the letter dated November __, 2001

executed by Infinity Outdoor Inc. and countersigned by the CITY a copy of which is attached hereto as Appendix 3.

3.2 As of January 1, 2002, the Existing Transit Shelters (including all associated Ad Panels) shall be included as part of and regulated by all the provisions of this Agreement.

3.3 In the event this Agreement is delayed or set aside by court order or the Agreement cannot be implemented, the Prior Agreement shall remain in effect until such time as this Agreement is able to be effectuated.

ARTICLE 4

RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONTRACTOR

4.1 *Scope of Services*

4.1.1 The CONTRACTOR will provide, on behalf of the CITY, Street Furniture, including installation, maintenance, repair and removal services for the Program as more fully described in this Agreement.

4.1.2 CONTRACTOR shall pay the required Fees to the CITY, and sell advertising on behalf of the CITY and otherwise perform the services and fulfill all CONTRACTOR'S obligations described in this Agreement.

4.2 *Number and Locations of Street Furniture*

The CONTRACTOR shall, subject to the provisions of and in accordance with the timetable set forth in this Agreement, on behalf of the CITY provide, install, operate, maintain, repair or replace the required Street Furniture as follows:

	<u>Existing</u>	<u>New</u>	<u>Total</u>
<u>APTs</u>	0	150	150
<u>Transit Shelters</u>			2500
Existing	1215		
Replaceable Existing (Boulevard)	<u>(900)</u>	900	
Total	315	900	1215
Designer (New)		250	
Boulevard (New)		<u>1035</u>	
Total		<u>1285</u>	<u>1285</u>
Grand Total	315	2185	2500
LANI	30	30	60
Rapid Bus Phase I	80	160	240

<u>Other Street Furniture</u>	<u>Existing</u>	<u>New</u>	<u>Total</u>
Pillar	0	100	100
Small Kiosk	0	500	500
Vending Kiosk	<u>0</u>	<u>100</u>	<u>100</u>
	0	700	700

4.2.1 Street Furniture shall be installed within the City of Los Angeles, only at locations for which permits have been issued. The type of structures which CONTRACTOR must provide and the number of Ad Panels which CONTRACTOR may install is set forth in the Projected Rollout Schedule attached as Appendix 2.

4.2.2 The parties shall collaborate on determining where to locate each item of Street Furniture in accordance with the Projected Rollout Schedule and shall adhere to the following guidelines:

(a) Permitting Process

- (1) STEP 1- Viacom Decaux will survey the City and develop a list of proposed installation sites.
- (2) STEP 2 - Viacom Decaux will plot proposed installation sites included in any Historic Preservation Overlay Zones, Specific Plan Areas, Scenic Parkways, Targeted Neighborhood Initiative Areas, Pedestrian Oriented Districts, Transit Oriented Districts, Business Improvement Districts and other areas as may be designated by Council.
- (3) STEP 3 - Viacom Decaux will submit to the Councilmember of each affected district the list of proposed sites, in a preliminary plan format identifying which are located in HPOZ's, Specific Plans, Scenic Parkways, TNI's Pedestrian Oriented Districts, Transit Oriented Districts, BID's and other areas as may be designated by Council.
- (4) STEP 4 - The Councilmember of the district may request Viacom Decaux to make presentations about the proposed street furniture locations and amenities before any neighborhood council or other such community group, before the permit is processed further.
- (5) STEP 5 - Councilmember will issue written approval of acceptable sites and stipulate the design, color and city amenity component for each such site. Councilmember may not approve all initially proposed sites and may request alternate sites from Viacom Decaux. City amenity component choices are limited to 100 emergency phones and 20 computer terminals, citywide. Otherwise the City may choose from all other alternative city amenity components specified in Sec. 2.4. All other city amenity components are available for selection to meet community needs.
- (6) STEP 6 - Viacom Decaux will submit Councilmember approved installation sites to the Bureau of Street Services for review and send notification to the abutting property owner. If within 15 days no objection is received, the complete package will be forwarded to the Street Furniture Task Force for consideration.

- (7) STEP 7 - Street Furniture Task Force will review the sites to ensure conformity to City codes and ordinances and to evaluate the various design elements of the street furniture. If sites conform, then Viacom Decaux will be instructed to develop final site plans.
- (8) STEP 8 - Viacom Decaux will submit final site plans to the Street Furniture Task Force for approval.
- (9) STEP 9 - If Street Furniture Task Force approves final site plans, then the Bureau of Street Services will approve issuance of an installation permit for the approved site(s).
- (10) STEP 10 - Viacom Decaux will submit permit fees and will be issued the permit at the One Stop Counter of the Bureau of Engineering. Viacom Decaux will notify BOSS of the installation schedule for field inspection.

(a) Street Furniture shall be distributed among the CITY Council districts taking into account: (i) the needs of the district for various items of Street Furniture and CITY Amenity Components; (ii) the CITY's obligations under this Agreement; and (iii) the revenue requirements of the Program.

(b) CONTRACTOR may propose sites for any Street Furniture required by this Agreement subject to the guidelines set forth herein. In the event CONTRACTOR objects to the location of Street Furniture proposed by the CITY or CITY Council, the Board shall, after consultation with the Councilmember in whose district the proposed location is situated, and the CONTRACTOR, propose alternative locations for such Street Furniture until mutual agreement is reached.

(c) The Board acting through the Bureau of Street Services shall have the responsibility for approving locations for all Street Furniture in accordance with this Agreement.

(d) The placement of all new Street Furniture must comply with the requirements of the ADA and any other accessibility or safety standards defined in this Agreement. CONTRACTOR's noncompliance with ADA and other accessibility or safety standards of this Agreement shall constitute a breach of this Agreement and shall be considered a failure to perform.

(e) The CITY shall exercise any rights or authority it may have under law or under the existing bus bench contract or otherwise in order to remove or relocate advertising bus benches which interfere with Existing Transit Shelters or proposed Street Furniture sites. The CITY may consider among other criteria the following for determining whether a bus bench "interferes": (i) convenience to bus riders and pedestrians; and (ii) the Program's revenue requirements with respect to advertising locations.

4.2.3 *APT Locations*

(a) The Board acting through BOSS shall determine all APT locations (subject to the provisions of Section 4.2.1 above) in consultation with the CONTRACTOR.

(b) CONTRACTOR shall not be responsible for connection costs which exceed \$150,000 (the "Connection Cap") for each group of five (5) APTs; connection costs shall mean all work necessary, including trenching, to bring electrical, telephone, fiber optics, water and sewer services to the APT site ("Connection Costs"). Connection Costs shall not, however, include APT installation costs such as foundation work and utility hook-ups which costs shall be borne solely by the CONTRACTOR. The CITY shall pay all Connection Costs in excess of the Connection Cap. The CITY may elect to have CONTRACTOR pay the excess Connection Costs and deduct them from Fees payable to the CITY.

(c) CONTRACTOR may appeal the determination of the BOSS with respect to APT locations to the Board based on the grounds that the location is not suitable for an APT due to (a) Connection Costs which exceed the Connection Cap and which the CITY declines to pay; or (b) the criteria set forth in Appendix 1, attached hereto. Appeal procedures are set forth in Appendix 1 attached hereto.

(d) CONTRACTOR shall have the right to collect a fee ("APT User Fee") for each use of an APT provided it offers the CITY up to 250,000 automatically refunded free tokens during the Term of this Agreement to be distributed by the CITY. The APT User Fee on the Commencement Date shall be \$.25 and may be increased subject to approval by the Board which shall not be unreasonably withheld. In addition, the CITY may require ten percent (10%) of APTs be coin or "token free." The APT User Fees shall not be considered Gross Cash Receipts and shall be used to defray out-of-pocket expenses such as toilet paper and cleaning supplies.

4.2.4 *Transit Shelter Locations*

(a) The CITY Council shall have the right to select up to twenty-five percent (25%) of the proposed locations of Transit Shelters ("CITY Council Shelter Sites"). CONTRACTOR shall have the right to elect not to install Ad Panels on such Transit Shelters. In the event CONTRACTOR objects to the proposed location of a Transit Shelter selected by the CITY Council, for reasons such as prohibitive utility hook-up costs, sidewalk too narrow, the Board shall, after consultation with the Councilmember and the CONTRACTOR, endeavor to identify alternate CITY Council Shelter Sites mutually agreeable to the CITY Council and the CONTRACTOR and BOSS. The determination of the Board shall be final.

(b) BOSS may select up to forty percent (40%) of the proposed locations of Transit Shelters ("BOSS Shelter Sites"). In the event CONTRACTOR objects to a BOSS Shelter Site the Board shall, after offering BOSS and the CONTRACTOR the opportunity to submit information (either orally or in writing) and respond to questions, propose alternative locations for such Transit Shelter, until mutual agreement is reached.

(c) The CONTRACTOR shall have the right to select 35% of the locations of Transit Shelters ("CONTRACTOR Sites"). CITY approval shall not be unreasonably withheld for CONTRACTOR Sites.

(d) Transit Shelters may, subject to the above provisions and BOSS approval, be placed at any of the locations on the CITY's list of official Transit Shelter installation sites provided that such locations can accommodate Transit Shelters in compliance with CITY standards and ADA requirements. Such locations shall include all existing Metropolitan Transportation Authority ("MTA") bus stops and other bus stops including but not limited to Big Blue Bus and Montebello Transit and any other public transportation stops ("Public Transportation Stops"). Public Transportation Stops shall include but not be limited to taxi stands, community bus stops, senior citizen shuttle stops and other stops approved by BOSS.

(e) CONTRACTOR may, subject to BOSS approval, place Transit Shelters at other Public Transportation Stops within Los Angeles CITY boundaries. Upon CITY approval, such Public Transportation Stop sites shall be incorporated into the CITY's list of approved Street Furniture installation sites.

(f) In determining whether to approve any Transit Shelter site the Bureau of Street Services shall consider bus service data bus ridership data, ADA guidelines, Councilmember input and Program revenue requirements.

(g) The CITY may require CONTRACTOR to integrate wiring for electronic displays to equip all Transit Shelter locations for "Smart Bus Technology" at the CONTRACTOR's sole cost and expense. The CITY shall be responsible for bringing the wiring (or otherwise delivering the data) and for the electronic displays in the Transit Shelter at its sole cost and expense.

4.2.5 As soon as reasonably feasible, the CITY shall take all steps necessary to include the MTA's rapid bus ("Rapid Bus Transit Shelters") and LANI bus shelter programs ("LANI Transit Shelters") into this Agreement under terms and conditions set forth below:

(a) ***Rapid Bus Program.***

(i) The transit shelters which are part of the Rapid Bus Program included in the Prior Agreement shall be incorporated into this Agreement and all rights and obligations of the parties set forth with respect to Transit Shelters and Revenue Furniture in this Agreement shall govern except as set forth herein.

(ii) The CITY shall continue to provide funds for the construction and installation (including utility hookups) of the Rapid Bus Transit Shelters and the Rapid Bus Transit Shelters shall remain the property of the CITY.

(iii) The BOSS shall select the style and design and location of the Rapid Bus Transit Shelters.

(iv) The Rapid Bus Transit Shelters shall include such Ad Panels as the CITY may approve and in no event less than one Ad Panel, per standard Rapid Bus

Transit Shelter.

(b) ***LANI Program.***

(i) The LANI Transit Shelters shall be incorporated into this Agreement and all obligations and responsibilities of the parties shall apply except as set forth herein.

(ii) LANI shall pay for the construction and installation (including utility connections) of the LANI Transit Shelters which shall remain the property of the CITY.

(iii) Except Transit Shelters installed prior to the Effective Date, LANI shall continue to pay for the maintenance of the Transit Shelters; notwithstanding the foregoing, CONTRACTOR shall pay for the maintenance of the number of LANI Transit Shelters equal to the number of two Ad Panel Rapid Bus Transit Shelters which CONTRACTOR has installed.

(iv) The LANI Transit Shelters shall have no Ad Panels unless authorized by the BOSS and LANI.

4.2.6 *Other Street Furniture Locations*

The location for all Other Street Furniture (“OSF”) shall be determined as follows:

CONTRACTOR may designate the location of the OSF, subject to the approval of the Bureau of Street Services, not to be unreasonably withheld, provided at least one-third (1/3) of the OSF is equitably distributed among all of the fifteen (15) Council districts. Notwithstanding any other provision herein, OSF shall be installed on primary and secondary highways as those terms are defined in the Los Angeles Municipal Code, Chapter VI – Street Designations and Standards except as otherwise mutually agreed upon by the CITY and CONTRACTOR. The parties shall endeavor to use the OSF to conceal above ground utility facilities at locations the parties mutually agree upon and where installation is feasible from a technical standpoint; on such economic terms and conditions as the parties shall agree to with the owner of the above ground utility facility. In no event, may CITY require CONTRACTOR to conceal an above ground utility facility unless the costs of adapting the OSF are paid by the CITY or a party other than the CONTRACTOR.

4.2.7 *Property Owner Objections*

When a Street Furniture location on a sidewalk is directly opposite a building (or buildings) fronting on the same sidewalk and the owner, net lessee or ground floor tenant of such property objects to the granting of approval, a review hearing by the Board will be scheduled by the Project Manager. The CONTRACTOR, Bureau of Street Services representatives, and the property owner may attend the Board hearing to present arguments and recommendations. In reviewing the objections of an adjacent property owner, the Board shall consider the overall interest of the CITY in meeting the requirements of this Agreement including program revenue

requirements with respect to the number and location of Street Furniture. The decision of the Board shall be final.

4.2.8 *Relocation of Street Furniture*

The BOSS shall have the right to require the CONTRACTOR to relocate Street Furniture for good cause such as a change in bus stop location or private or public development in accordance with the provisions set forth in Appendix 1. The CONTRACTOR shall submit written notification to the Project Manager prior to relocating Street Furniture. The BOSS may require or permit and CONTRACTOR may request (as provided herein) Street Furniture to be relocated if it cannot be satisfactorily maintained due to excess Vandalism or other extraordinary circumstances. In the event of relocation, a comparable alternative location shall be approved by BOSS in accordance with the applicable provisions in this Agreement and Appendix 1 for determining the location of Street Furniture.

4.2.9 *Installation of Street Furniture*

CONTRACTOR shall install the Street Furniture for which BOSS has authorized permits in accordance with the Projected Rollout Schedule ("PRS") attached hereto as Appendix 2. Set forth therein are estimated projections for the installation of the Street Furniture based on its type and location. At the end of Phase I, the parties shall revise the PRS if necessary to reflect delays, if any, not attributable to the fault of either party.

(a) Street Furniture shall be installed in the quantities set forth on the Projected Rollout Schedule attached as Appendix 2 subject to the provisions of this Agreement. Rollout Period 1 shall commence sixty (60) days after the CITY has approved the applications for permits (the "CITY Approvals") for the first two Rollout Periods.

(b) The initial APT shall be installed no later than April 30, 2002. Irrespective of when Rollout Period 1 actually commences for all other Street Furniture, an additional fourteen (14) APTs shall be installed in accordance with the Projected Rollout Schedule as if Rollout Period 1 commenced July 1, 2002.

(c) Notwithstanding the requirements of the Agreement, BOSS may in its sole discretion require CONTRACTOR to provide less than the amount of Non-Revenue Street Furniture contemplated by this Agreement and CONTRACTOR may voluntarily reduce the number of Ad Panels it installs. The election of such party to reduce non-Revenue Street Furniture or Ad Panels, as the case may be, shall not change any other obligations or rights of the parties under this Agreement.

(d) In the event the CITY has not granted CITY Approvals or certain applications have been delayed by the CITY, through no fault of CONTRACTOR, CONTRACTOR may submit applications for alternate locations for CITY Approvals in order to make a good faith effort to maintain the installation schedule as set forth on the Projected Rollout Schedule.

(e) At the end of Rollout Period 4, CONTRACTOR and the BOSS shall review the number of CITY Approvals for Street Furniture compared to the number

contemplated by the Projected Rollout Schedule. The parties shall negotiate in good faith, to establish, if necessary, a Revised Projected Rollout Schedule in order to assure that permits are approved for all items of Street Furniture as promptly as reasonably possible. All revisions to the Projected Rollout Schedule shall be by mutual agreement of the BOSS and the CONTRACTOR and subject to the remedies set forth in this Agreement.

4.3 *Street Furniture Design Specifications*

4.3.1 *APT Designs*

During Rollout Periods 1 through 4, CONTRACTOR shall be obligated to provide APTs in the "Heritage" design only. During Rollout Period 5 and thereafter, CONTRACTOR shall make available a new APT design known as the "Pacific" design provided that the CITY (i) orders a minimum of 25 APTs in the Pacific design and (ii) allows CONTRACTOR reasonable time to finalize designs and fabrication of Pacific design APTs.

4.3.2 *Transit Shelter Designs*

CONTRACTOR shall provide 1035 Transit Shelters in the "Boulevard" design. The CITY shall have the right to select up to three different designs for 250 additional Transit Shelters from the Designer Collection Designs. The CITY may also request minor design changes in the selected designs in accordance with the CITY procedures described below. The CITY may require CONTRACTOR to substitute a different design from the Designer Collection for all or some of the 1035 "Boulevard" design Transit Shelters provided the CITY makes a payment (or a mutually agreed upon in-kind exchange) in accordance with the fee schedule attached as Appendix 1, Exhibit B.

4.3.3 *Designs for Public Amenity Kiosks and Other Street Furniture*

(a) The CITY shall have the right, in consultation with CONTRACTOR, to select from the Designer Collection for Public Amenity Kiosks and Other Street Furniture.

(b) The CITY may not require more than twenty-five percent (25%) of Small PAKs to be cylindrical without concurrence of CONTRACTOR.

4.3.4 *Contractor to Replace 900 Existing Transit Shelters.*

(a) CONTRACTOR shall replace 900 Existing Transit Shelters with new shelters in the Boulevard Design ("Replacement Shelters"). CONTRACTOR shall be obligated to commence replacement of the Existing Shelters at the end of Phase II of the PRS but not later than January 1, 2008. The obligation to install Replacement Shelters shall be pro rata in relation to the number of new Ad Panels which have been approved in relation to the total number of new Ad Panels contemplated by the PRS, however in no event shall CONTRACTOR be obligated to install at a rate greater than 150 per year. The CITY shall, in consultation with CONTRACTOR, determine which Existing Transit Shelters shall be replaced.

4.3.5 *Vandalism of Street Furniture.*

Nothing in this Agreement shall be construed to impose on CITY any responsibility or liability for costs incurred by CONTRACTOR on account of Vandalism. In the event that CONTRACTOR's cost of repair and replacement of any APT due to Vandalism during any two years of operation should exceed Five Thousand Dollars (\$5,000) per APT per year ("Excessive Vandalism"), CONTRACTOR may, by notice to BOSS, request that BOSS negotiate in good faith, possible modifications of this Agreement to reduce such cost or provide additional revenues. Such modifications may include relocation of the APT for which maintenance cost due to Vandalism is a particular problem, or any other modification which would reduce such cost or provide offsetting additional revenues. In no event shall CITY be required to agree to any particular modification of this Agreement, provided, however, that if no modification of the Agreement satisfactory to CONTRACTOR has been agreed upon after the CITY has been on notice about Excessive Vandalism, CITY shall, at its option, (i) relocate the APT or (ii) pay the costs in excess of \$5,000 per APT per year.

4.3.6 *Street Furniture Placement on State Highways*

The placement of Street Furniture on State highways within CITY of Los Angeles boundaries is subject to State regulations. The CITY agrees to provide assistance to CONTRACTOR in obtaining permission and any permits required to install such Street Furniture, however, the failure of CONTRACTOR to obtain State Permits ("State Permits") shall excuse CONTRACTOR from any obligation to install Street Furniture on a State highway. CONTRACTOR shall have no obligation to make any payment to the State except standard permit fees in order to obtain State Permits.

4.3.7 *Street Furniture Advertising Standards*

(a) CONTRACTOR agrees to comply with CONTRACTOR's advertising policy and guidelines proposed by CONTRACTOR in its response to the RFP which provide among other things, that CONTRACTOR shall not display advertisements which contain tobacco products, and in certain locations, alcohol products, as more fully set forth in Appendix 1 unless the CITY grants permission otherwise.

(b) CONTRACTOR shall comply with all regulations set forth in Appendix 1.

(c) In the event applicable law prohibits additional types of advertising, the parties shall review the impacts of such laws and make appropriate revisions to this Agreement.

4.4 *Additional Street Furniture Option in Favor of CITY*

4.4.1 The CITY, in its sole discretion and at its sole expense, may elect to require CONTRACTOR to provide additional Street Furniture ("Additional Street Furniture"), including modular newsracks, on the terms set forth below:

(a) CONTRACTOR shall provide to the CITY from its available Street Furniture catalogue at its standard prices, such Street Furniture as the CITY may request. The cost of the Additional Street Furniture, may at the CITY's election be deducted from Fees payable to the CITY. THE CONTRACTOR shall provide its standard prices (which shall be no greater than prices charged to other American cities for similar Street Furniture taking into account the term of lease and other conditions) and catalogue on or about January 1 of each year. The CITY shall be entitled to own any Modular Newsracks which CONTRACTOR may provide.

(b) In the event the CITY elects to require CONTRACTOR to provide Modular Newsracks, CITY shall be solely responsible for administering the program necessary to allocate space in the Modular Newsracks among the publications which utilize them. CITY shall indemnify CONTRACTOR and hold it harmless from any and all claims brought by any publication or association regarding the administration of the Modular Newsracks program.

4.4.2 In the event the CITY exercises its option to obtain Additional Street Furniture, such Street Furniture shall, at the CITY's sole expense, be installed, operated and maintained by CONTRACTOR in accordance with the same procedures and requirements applicable to the Street Furniture which CONTRACTOR is obligated to install pursuant to this Agreement, except as modified by this Article 4.

4.4.3 CIP's may be included as OSF only on consent of the Councilmember in whose district such CIP would be located, and shall also require the mutual agreement of the CONTRACTOR and BOSS. In the event CIP's are substituted for OSF, CONTRACTOR shall be entitled to additional OSF to result in the permitted number of Ad Panels being installed. For example, if a Councilmember approves a CIP in his or her own district and such CIP contains one CAC (e.g., a neighborhood map) and only one Ad Panel, then CONTRACTOR will be able to obtain approval for an additional Ad Panel on an additional item of Street Furniture even if that results in an increase in the number of items of Street Furniture contemplated by the PRS.

4.5 *Fee and Payments to the CITY*

4.5.1 CONTRACTOR shall pay fees ("Fees") to the CITY as follows:

(a) Minimum Annual Fee. At the beginning of each program year, subject to the provisions of this Agreement, the CONTRACTOR shall pay the Minimum Annual Fee ("MAF") in accordance with the schedule below:

Year 1	\$ 3,000,000
Year 2	\$ 3,000,000
Year 3	\$ 3,000,000
Year 4	\$ 5,000,000
Year 5	\$ 6,000,000

Year 6	\$ 6,000,000
Year 7	\$ 6,000,000
Year 8	\$ 6,000,000
Year 9	\$ 7,500,000
Year 10	\$ 7,500,000
Year 11	\$ 7,500,000
Year 12	\$ 7,500,000
Year 13	\$ 9,000,000
Year 14	\$ 9,000,000
Year 15	\$ 9,000,000
Year 16	\$ 9,000,000
Year 17	\$ 11,500,000
Year 18	\$ 11,500,000
Year 19	\$ 11,500,000
Year 20	\$ 11,500,000
TOTAL	<u>\$150,000,000</u>

The MAF payment by CONTRACTOR to the CITY shall, subject to the further provisions of this Agreement, be due on or before the first day of each Program Year, and paid no later than the tenth day of January for such year, payable to the Department of Public Works and shall be remitted in the form of an electronic transfer or company check, cashier's check, certified check or United States currency to the "Bureau of Street Services."

(b) Percentage Fee. Subject to the provisions of this Agreement, if it is determined that twenty percent (20%) of the annual Gross Cash Receipts exceeds the MAF made by CONTRACTOR to the CITY, no later than 90 days ("Reconciliation Period") from the close of each Program Year CONTRACTOR shall make a payment to the CITY in the amount of the difference between the twenty percent (20%) of the annual Gross Cash Receipts and the MAF.

For example: In 2002, if the CONTRACTOR pays a MAF of Three Million Dollars (\$3,000,000) in the beginning of the year, and at year end, twenty percent (20%) of the annual Gross Cash Receipts equals Three Million Five Hundred Thousand Dollars (\$3.5 million), CONTRACTOR, shall be required to pay the CITY an additional \$500,000 within the Reconciliation Period. Therefore, the CITY would receive a total of \$3.5 million for the year 2002.

Evidence of Gross Cash Receipts shall be submitted by CONTRACTOR for each Program Year, including year one. Such evidence shall be comprised of a report on the Gross Cash Receipts received by CONTRACTOR with respect to its operations in the City of Los Angeles during each year. The report of Gross Cash Receipts shall be remitted to the CITY, to the "Bureau of Street Services" prior to the expiration of the Reconciliation Period.

(i) Any new taxes not in existence on the Effective Date of this Agreement imposed by CITY after the Effective Date which apply exclusively to Street Furniture or advertising in the Public Right-of-Way shall be paid by CITY. CONTRACTOR may credit CITY with payment of such taxes by offsetting the amount due from the MAF payable to the CITY at the CITY's request.

4.6 *Maintenance of Records*

CONTRACTOR shall maintain complete and accurate records with respect to gross receipts, payments to the CITY, maintenance operation/data, advertising operations/data and other business or financial records related to CITY revenues. All financial records shall be maintained on an industry recognized accounting basis. CONTRACTOR shall make available to the representative of the BOSS all such books and records, who shall have the right to examine and audit the same during business hours at the business office in Los Angeles where records are being maintained, and to make transcripts or copies therefrom. CONTRACTOR shall maintain and allow inspection of all said books and records, including, but not limited to work data, documents, proceedings, and activities related to this Agreement for a period of seven (7) years.

Within 120 days of the end of each program year, including year one, CONTRACTOR shall remit to BOSS an annual financial statement for the program year prepared by a Certified Public Accountant (CPA). The annual financial statement shall confirm the accuracy of the CONTRACTOR'S end-of-year report with respect to the total actual Gross Cash Receipts received by CONTRACTOR with respect to its operations in the City of Los Angeles during the entire program year.

ARTICLE 5

RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

5.1 *Project Manager*

CITY designates William E. White as its Project Manager, representing the CITY in all matters within the scope of this Agreement relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY,"

or by "mutual agreement" or similar terms are used, they shall refer to the CITY's Project Manager. The CITY's Project Manager may designate an assistant to act in his or her stead. The Project Manager may be changed at the direction of the Director of the Bureau of Street Service at any time, on written notice to CONTRACTOR.

5.2 *City Technical Information*

The CITY shall cooperate with and assist CONTRACTOR in obtaining, without charge, all standard plans and specifications and any other information which the CITY now has in its files that may be of use to CONTRACTOR.

5.3 *CITY Cooperation*

The CITY shall cooperate with and assist CONTRACTOR in implementing any aspect of the Program which requires CITY approvals and other governmental coordination. CITY agrees it shall use good faith efforts to make timely approvals, perform necessary wiring, and to promptly review and approve alternate sites when Ad Panels or Street Furniture require relocation.

5.4 *CITY Negotiations with Vendors*

CITY may require CONTRACTOR to provide Vending Kiosks for use by vendors approved by the CITY ("Approved Vendors") or Modular Newsracks for use by publishers or newspaper distributors ("Publishers") in accordance with the provisions of this Agreement. Prior to the CITY's grant of a revocable permit to any Approved Vendor, the Approved Vendor shall be required to execute an agreement with the CONTRACTOR in the applicable form attached hereto as Appendix 1, Exhibit C. Existing vendors approved by the CITY at the time of full execution of this Agreement (a list of which shall be set forth on Appendix 1, Exhibit D attached hereto), shall be exempt from the payment of occupancy fees, other than to defray actual expenses such as the cost of electricity.

5.5 *Permits*

The CITY shall reasonably approve and issue construction permits and other necessary authorizations and permits in accordance with the provisions of this Agreement.

ARTICLE 6

TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

6.1 Unless otherwise provided, the term of this Agreement shall begin on the date of full execution of this Agreement and shall expire on December 31, 2021 unless terminated as provided in this Agreement or extended by amendment to this Agreement.

The date of full execution is defined as the date when all of the following events have occurred:

6.1.1 This Agreement has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR hereto;

6.1.2 This Agreement has been approved by the CITY Council or by the Board, officer or employee authorized to give such approval;

6.1.3 The office of the City Attorney has indicated in writing its approval of this Agreement as to form;

6.1.4 This Agreement has been signed on behalf of the CITY by the person designated to so sign by the CITY Council or by the Board, officer or employee authorized to enter into this Agreement; and

6.1.5 The Agreement has been attested to on behalf of the CITY by the City Clerk.

6.2.1 Annual Review

A yearly review shall be conducted by the Council, Bureau of Street Services and the City Attorney regarding the extent of the CONTRACTOR's compliance with maintenance standards designated in the contract so that if compliance is determined to be insufficient the Council may consider appropriate remedial actions.

6.2.2 Year Six Review

At the end of Year Six, the Council, Bureau of Street Services, City Attorney and CONTRACTOR shall review (the "Year Six Review") the operation of the Program, taking into account (i) the amount of Street Furniture (including Revenue Furniture and OSF) which has been installed and the actual timetable on which permits were approved; (ii) the level of services which are being provided relative to program goals and public needs; (iii) the revenues generated (including the relationship of the location of Ad Panels and the Street Furniture to the amount of revenue); (iv) the level of maintenance relative to program goals and actual site conditions; and (v) the impact of personal property taxes or possessory interest taxes if such taxes have been imposed. The parties shall discuss the findings of the Year Six Review and make such adjustments and modifications to the Program as they shall mutually agree are appropriate to achieve the service and revenue goals which are contemplated by this Agreement. No changes shall be made to this Agreement as a result of the Year Six Review unless they are mutually agreed to by the parties and set forth in written amendment(s) to this Agreement.

6.3 Ownership of Structures.

(a) All Street Furniture shall become the property of the CITY upon installation, subject to the rights of the parties as set forth in this Agreement upon termination of this Agreement. Notwithstanding any provision of this Agreement to the contrary, it is the

intention of the parties that CONTRACTOR operate the Program on behalf of and for the benefit of the CITY and residents of and visitors to the CITY.

During the term of this Agreement CONTRACTOR shall have no property or possessory interest in the Street Furniture, it being the intent of the parties that CONTRACTOR is operating and providing a municipal services program including Transit Shelters and APTs. The funding for the Program shall come from the sale of advertising. CONTRACTOR shall not own the Ad Panels during the term of the Agreement but shall act as a Manager of the CITY's Street Furniture including the Ad Panels. CONTRACTOR's economic interest shall be limited to its right to receive revenues for its marketing of advertising and from those revenues to fund the costs of the Program to the extent possible and to retain excess revenues, if any; CONTRACTOR shall absorb the expenses for which it is obligated in the event advertising revenues are not sufficient to cover the costs of the Program.

(b) CONTRACTOR shall, except as provided in this Article, upon termination of this Agreement remove all Street Furniture at CONTRACTOR's sole expense and restore the sites to their proper condition and dispose of such Street Furniture as it sees fit. Any OSF or APT not removed by the CONTRACTOR shall be deemed abandoned.

(i) In the event the CITY determines with respect to Street Furniture to operate a non-revenue no advertising Street Furniture program for a period of five (5) years or more, at the termination of this Agreement, CITY may direct CONTRACTOR to not remove the Street Furniture, provided however, that due to the technical and proprietary nature of APTs, CONTRACTOR may remove all APTs.

(ii) In no event shall CONTRACTOR remove Transit Shelters without the permission of the CITY, provided only that the rights and obligations of the parties with respect to Transit Shelters as set forth in this Agreement with respect to the year of termination remain in effect until CONTRACTOR is authorized to remove the Transit Shelters.

(iii) In the event the CITY determines with respect to Street Furniture (other than APTs which CONTRACTOR may remove) to designate a party other than CONTRACTOR to operate an advertising Street Furniture program it may require CONTRACTOR not to remove the non-APT Street Furniture provided only that it shall cause the new operator to pay CONTRACTOR an amount equal to the fair market value of such non-APT Street Furniture at the time of the award of the new contract.

(iv) In the event upon expiration or earlier termination of this Agreement, the CITY desires CONTRACTOR to continue to provide services under this Agreement, the CITY shall grant any such extensions in increments of no less than 12 months.

ARTICLE 7

DEFAULT AND TERMINATION

7.1 *Default by CONTRACTOR*

This Agreement may be terminated in whole or in part in writing by the CITY in the event of substantial failure by the CONTRACTOR to fulfill its material obligations under this Agreement (a "Default"), provided that no termination may be effected unless the following procedures are adhered to:

7.1.1 CONTRACTOR shall be given not less than ten (10) calendar days' written notice ("Default Notice") (delivered by certified mail, return receipt requested) of its alleged Default, and

7.1.2 CONTRACTOR shall have up to 30 days after delivery of the Default Notice to effectuate a cure. If the CONTRACTOR Default cannot reasonably be cured within 30 days and CONTRACTOR is diligently taking all reasonably necessary and appropriate steps to cure promptly the CONTRACTOR Default, then the cure period shall be extended or a reasonable period to permit CONTRACTOR to complete such cure.

7.1.3 In the event CONTRACTOR claims that no Default has occurred CONTRACTOR shall within ten (10) days of receipt of the Default Notice, deliver written notice to the Board of such claim ("CONTRACTOR's Defense"). The Board shall, within thirty (30) days, review the Default Notice and CONTRACTOR's Defense and such materials as the parties may submit or the Board may require from the CITY. Promptly thereafter the Board shall notify the parties of its determination. In the event the Board upholds the CITY's Default Notice, CONTRACTOR shall comply with Section 7.1.2 above with respect to the cure of a Default.

7.2 *Determination of Default*

When the CONTRACTOR has failed to cure a Default (in accordance with the provisions of Section 7.1 above), the Bureau of Street Services may, in its sole discretion, elect to seek to terminate this Agreement by delivering to CONTRACTOR a written notice of its intent to terminate this Agreement ("Notice of Termination").

7.2.1 The Board shall, once BOSS has issued a Notice of Termination, schedule a public hearing on thirty (30) days written notice to the CONTRACTOR at which BOSS and CONTRACTOR may present such information as each deems relevant. At the conclusion of such hearing, the Board may dismiss the claim or recommend that the Public Works Committee of the CITY Council conduct Termination proceedings.

7.2.2 The Public Works Committee of the CITY Council shall hold a public hearing where the CONTRACTOR may show cause why the Agreement should not be terminated. The Public Works Committee may dismiss the termination request or recommend to the CITY Council that the Agreement be terminated. Nothing contained herein shall limit the City Council's authority with respect to this Agreement.

7.2.3 If the CITY terminates the Agreement, CONTRACTOR shall remove or otherwise dispose of the Street Furniture at CONTRACTOR's sole cost and expense in accordance with the provisions of this Agreement respecting the expiration of the Agreement set forth in Section 6.3. The CITY shall have the same right to require CONTRACTOR to delay such removal or disposal until a new Street Furniture provider is able to operate the Program as if the Agreement were expiring at the end of its 20 year term. In the event the CITY elects to delay removal or disposal of the Street Furniture, CONTRACTOR shall be entitled to continue to operate the Program pursuant to the terms of this Agreement.

ARTICLE 8

AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Agreement may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 9

INDEMNIFICATION AND INSURANCE

9.1 *Indemnification*

Except for the active negligence or willful misconduct of CITY, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of actions, claims, losses, demands and expenses, including but not limited to attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by the CONTRACTOR or its SUBCONTRACTORS of any tier. The provisions of this paragraph shall survive termination of this Agreement

The CITY hereby undertakes and agrees to defend, indemnify and hold harmless CONTRACTOR and any and all of its Employees, Officers, Agents, Representatives, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CITY's employees and agents, or arising in any manner by reason of the active negligence or willful misconduct on the part of the CITY.

9.2 *Insurance*

9.2.1 *General Conditions*

During the term of this Agreement and without limiting CONTRACTOR's indemnification of the CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR) in Appendix 4 hereto covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, Ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable CITY Special Endorsement form(s), copies of which are included in Appendix 4, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect CITY as an Insured or an Additional Interested Party, or a Loss Payee As Its Interests May Appear; respectively, when such status is appropriate and available depending on the nature of the applicable coverage; 2) provide CITY at least thirty (30) days advance notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to CITY's insurance program. Except when CITY is a named insured, CONTRACTOR's insurance is not expected to respond to claims which may arise from the acts or omissions of the CITY.

9.2.2 *Modification of Coverage*

CITY reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the CONTRACTOR, CITY agrees to negotiate additional compensation proportional to the increased benefit to CITY.

9.2.3 *Failure to Procure Insurance*

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by CONTRACTOR. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by CITY. Non-availability or non-affordability must be documented by a letter from CONTRACTOR's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which CITY may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect CITY's interests and recover all monies so paid from CONTRACTOR.

9.2.4 *Workers Compensation*

By signing this Agreement, CONTRACTOR hereby certifies that is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

A Waiver of Subrogation in favor of CITY will be required when work is performed on CITY premises under hazardous conditions.

ARTICLE 10

INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent CONTRACTOR and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees or agents to be an agent or employee of CONTRACTOR.

ARTICLE 11

WARRANTY AND RESPONSIBILITY OF CONTRACTOR

11.1 CONTRACTOR warrants that the work hereunder shall be completed in a manner consistent with standards practiced among those firms within CONTRACTOR's profession, doing the same or similar work under the same or similar circumstances.

11.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, Street Furniture installation and maintenance and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, Street Furniture installation and maintenance, and other services.

11.3 The CONTRACTOR shall exhibit proper judgment in the use of information furnished by CITY. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Agreement, as well as recommendations for the correction of such incorrect or misleading information.

11.4 CONTRACTOR shall perform such services as may be necessary to accomplish the work required to be performed under this Agreement in accordance with this Agreement.

11.5 Except as specified in this Agreement, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by

CONTRACTOR'S negligent performance of any of the services furnished under this Agreement, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

ARTICLE 12

NONDISCRIMINATION AND AFFIRMATIVE ACTION

The CONTRACTOR shall comply with the applicable nondiscrimination and Affirmative Action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, the CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The CONTRACTOR shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The CONTRACTOR shall also comply with all rules, regulations, and policies of the CITY's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and Affirmative Action, including the filing of all forms required by said Office. Any subcontract entered into by the CONTRACTOR relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the CONTRACTOR to comply with the requirement or to obtain the compliance of its subcontractors with such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR's contract with the CITY.

ARTICLE 13

MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women, and Other Business Enterprise (MBE/WBE/OBE) firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Directive 2001-26 regarding the MBE/WBE/OBE Outreach Program for Personal Services Agreements Greater than \$100,000, if applicable. CONTRACTOR shall not change any of these designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

ARTICLE 14

SUCCESSORS AND ASSIGNS

14.1 All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of this Agreement shall be made without written consent of the parties hereto.

14.2 CITY approval shall be required for any change in the CONTRACTOR's ownership equaling or exceeding a total and/or cumulative change of twenty-five percent (25%) in such ownership. The CITY shall respond within thirty (30) days to the CONTRACTOR's request to approve a change in ownership.

14.3 Notwithstanding the foregoing, CITY approval shall not be required for (i) a transfer of this Agreement to an Affiliate of CONTRACTOR or (ii) a sale of shares of CONTRACTOR as part of a bona fide public offering; or (iii) a change in form of the entity (e.g., from a corporation to a limited liability company) provided management remains substantially the same and there is no material adverse change in the financial strength of the CONTRACTOR.

"Affiliate" shall mean any entity or person, controlled by, controlling or under common control with CONTRACTOR, or persons or entities that are current shareholders of CONTRACTOR.

ARTICLE 15

CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: William E. White, Director

Address: Bureau of Street Services
600 S. Spring, Suite 1200
Los Angeles, CA 90013
Attention: Ron Olive

Copy to: Office of the City Attorney
Attention: Christopher M. Westhoff
200 N. Main Street, Suite 1800
Los Angeles, CA 90012

To CONTRACTOR:

Contact Person: Dennis Kuhl, President

Address: Viacom Decaux, LLC
1731 Workman Street
Los Angeles, California 90031

Copy to: Greenberg Traurig, LLP
Attention: Edward C. Wallace
2450 Colorado Ave., Suite 400 E
Santa Monica, California 90254

ARTICLE 16

FORCE MAJEURE

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for any failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond CONTRACTOR'S or the CITY'S reasonable control. Such causes may include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, delays in transportation, acts of war, terrorism or crimes to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 17

SEVERABILITY

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby provided that the material economic terms of this Agreement remain substantially the same as contemplated by the whole Agreement.

ARTICLE 18

DISPUTES

Should a dispute or controversy arise concerning provisions of this Agreement or the performance of work hereunder, except as provided herein, either party may elect to submit such dispute to a court of competent jurisdiction located in Los Angeles County.

ARTICLE 19

ENTIRE AGREEMENT

This Agreement contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 20

APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced, and interpreted under the laws of the State of California and the City of Los Angeles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

ARTICLE 21

CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

The CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

ARTICLE 22

SECURITY AND BONDS

The CONTRACTOR shall provide security in the form of bonds as set forth herein, for CONTRACTOR's faithful performance of its obligations. Duplicate copies of all bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

22.1 *Performance Bonds*

(a) Installation Security Bond. Prior to the issuance of permits and during installation of the Street Furniture as set forth in the Projected Rollout Schedule, CONTRACTOR shall provide to the Los Angeles City Controller a bond (the "Installation Security Bond") sufficient to provide security for the payment of an amount equal to the projected cost of installation of the Street Furniture ("Installation Cost") to be installed during each successive Rollout Period, on a Rollout Period by Rollout Period basis as set forth in the Projected Rollout Schedule. CONTRACTOR shall also deposit with the Controller a certified statement setting forth CONTRACTOR's good faith estimate of the Installation Cost. The bond shall be maintained in the amount of THREE MILLION DOLLARS (\$3,000,000) during Program years one through five. At the beginning of Program Year 6 the amount of the

Installation Security Bond shall be adjusted to reflect their current Installation Costs and no minimum amount shall apply.

(b) Installation Liquidated Damages. In the event the CITY believes CONTRACTOR has failed to install APTs without an excusable delay in accordance with the PRS the CITY shall give three (3) business days notice of its intent to demand liquidated damages in the amount of \$100 per day. CONTRACTOR shall within five (5) business days thereafter set forth in writing any reasons why it believes the alleged delay is excusable. The parties shall mutually attempt to resolve their differences for a period of ten (10) business days. If the parties cannot resolve their differences, the CITY may thereafter impose liquidated damages. CONTRACTOR may appeal to the Board and thereafter commence arbitration or litigation, if necessary, to challenge the CITY's determination to impose liquidated damages.

(c) Maintenance Bond. In addition to the Installation Security Bond, CONTRACTOR shall provide a bond (the "Maintenance Bond") in favor of the CITY equal to the reasonable estimated cost of three month's maintenance of the Street Furniture which has been installed. The CONTRACTOR shall provide a verified statement together with the Maintenance Bond as to its reasonable estimate for the cost of maintenance of the Street Furniture which has been installed. The Maintenance Bond shall be increased as necessary each Period for so long as the initial installation of Street Furniture is ongoing; thereafter, the Maintenance Bond shall be adjusted as necessary at the commencement of each Program year.

ARTICLE 23

CHILD SUPPORT ASSIGNMENT ORDERS

This Agreement is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as Exhibit 2 and incorporated herein by this reference. Pursuant to this Ordinance, CONTRACTOR shall (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, *et seq*; and (4) maintain such compliance throughout the Term of this Agreement, Pursuant to Section 10.10b of the Los Angeles Administrative Code, failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notice of Assignment or the failure of any principal owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the CONTRACTOR to obtain compliance of its subcontractors shall constitute a default by the CONTRACTOR under the terms of this Agreement subjecting this Agreement to termination where such failure shall continue for more than ninety (90) days after notice of such failure to CONTRACTOR by the CITY.

CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Agreement Code 7110.

ARTICLE 24

REMEDY FOR DELAYS

24.1 Notwithstanding any contrary provisions of this Agreement, CONTRACTOR shall be obligated to install the one APT as soon as reasonably possible, but in no event more than four months after the Effective Date, and fourteen additional APTs as set forth on the Projected Rollout Schedule regardless of delays in CITY Approvals for any other Street Furniture. The CONTRACTOR's obligations set forth in the preceding sentence shall be subject to the obligation of the CITY to approve permit applications for installation of the APTs.

24.2 *Force Majeure or Legal Order*

The CITY shall reduce the MAF to compensate the CONTRACTOR for lost advertising revenue when CONTRACTOR is required to remove Ad Panels (which were installed with CITY approval) by the CITY; or for the reasons stated herein and as set forth in Appendix 1; or as a result of a legal requirement imposed by State or Federal law or court order or as a result of Force Majeure. This reduction will be in effect until CONTRACTOR is permitted to replace the Ad Panels at comparable alternate sites and the reduction amount shall be calculated in accordance with the MAF Adjustment (set forth below).

24.3 *Permits and Approvals*

(a) In the event at the end of any year of the Agreement CONTRACTOR has not yet received Approved Permit Applications for the installation of Revenue Furniture in accordance with the timetable contemplated by the Projected Rollout Schedule attached hereto as Appendix 2 (and provided that CONTRACTOR has performed its obligations and submitted all necessary documents to obtain the approval of permits for the installation of Revenue Furniture), CONTRACTOR may adjust the MAF payment (the "MAF Adjustment") for the ensuing year as set forth herein.

To determine the MAF Adjustment for each new year, the total number of properly requested permit applications for new Ad Panels issued, as of December 31 of the concluding year shall be divided by the lesser of i) the total number of properly requested Ad Panel permits; or ii) the total number of new Ad Panels (the "PRS Target Panels") contemplated to have been issued by December 31 of the concluded year as set forth in the Projected Rollout Schedule.¹

¹ In the event the Program Year ends during a Rollout Period, a simple pro rata calculation of the PRS Target Panels amounts shall be made by dividing the number of days elapsed in any unexpired Rollout Period by 90 and multiplying that fraction by the total number of properly requested new Ad Panel permits as of December 31.

The resulting percentage (which in no event may be greater than 100%) shall be subtracted from 100% and the result shall be multiplied by the amount of MAF for the new year which exceeds \$2.0 million because in no event shall the MAF paid to the CITY be less than \$2.0 million per year. The product of that calculation shall be the "Delayed Permit MAF Adjustment." The Delayed Permit MAF Adjustment shall be deposited into an interest bearing escrow account until April 30 of the new year. If the CITY has approved additional new Ad Panels by April 30 of the new year, CONTRACTOR shall recalculate the Delayed Permit MAF Adjustment as of December 31 of the concluded year taking into account any new Ad Panel permits issued during the 4 month escrow period. The total MAF Adjustment shall be released to the CITY if the CITY has approved 100% of the properly requested new Ad Panel permits, and CONTRACTOR may retain any accrued interest. If the CITY has not approved all properly requested new Ad Panel permits as of December 31 of the concluded year by April 30 of the new year, whatever percentage of properly requested Ad Panel permits remains unissued shall be multiplied by the escrowed funds and that amount plus all interest shall be released to CONTRACTOR and the balance of escrowed funds shall be remitted to the CITY.

For example, if i) the Projected Rollout Schedule provided for there to be Approved Applications for the installation of 100 new Ad Panels by the end of Year 1 and ii) CONTRACTOR has properly requested 100 new Ad Panel permits, and iii) the CITY has only approved applications for 80 new Ad Panels, the MAF which CONTRACTOR pays shall be determined as follows: The \$2 million minimum MAF, plus 80% of the MAF above \$2.0 million (i.e. \$1.0 million for Year 2). Thus, \$2.8 million shall be paid to the CITY on January 1 by CONTRACTOR. The \$200,000 Delayed Permit MAF Adjustment (20% of \$1.0 million) shall be placed in an interest bearing escrow account for 4 months. On April 30, CONTRACTOR shall then recalculate whether the number of new Ad Panel permits issued as of April 30 equals the number of properly requested Ad Panel permits as of the prior December 31. If the CITY has issued ninety (90) new Ad Panel permits properly requested by the CONTRACTOR, CONTRACTOR shall retain \$100,000 of the MAF Adjustment and all accrued interest and shall release \$100,000 to the CITY. If the CITY has issued 100% of all properly requested Ad Panel permits, CONTRACTOR shall release \$200,000 to the CITY but keep all accrued interest. If the CITY has issued the cumulative number of permits for Ad Panels equal to the number contemplated by the PRS through the Periods for which the pro rata determination would be calculated there shall be no MAF Adjustment required and no funds escrowed.

CONTRACTOR shall be entitled to recalculate the MAF at the beginning of any year of this Agreement when CITY has failed to approve all properly requested permit applications for new Ad Panels set forth in the Proposed Rollout Schedule aggregated through December 31 of any year and the above described procedure shall apply. The MAF shall be adjusted for each year in accordance with the process set forth above and shall be repeated each year until Approved Permit Applications have been approved for all the PRS Target Panels.

(b) Except for the installation of the initial fifteen (15) APTs, CONTRACTOR's obligation to install additional APTs shall be adjusted pro rata (the "Adjusted APT Rollout") for each Rollout Period in proportion to the number of new Ad Panels for which there are Approved Permit Applications. The installation of the initial fifteen (15) APTs shall satisfy CONTRACTOR's APT obligations for Rollout Periods 1, 2 and 3.

The applicable percentage for pro rating shall be determined as follows: the total number of Approved Permit Applications for new Ad Panels issued at the time of the calculation, shall be divided by the lesser of i) the total number of new Ad Panels that were contemplated to be issued as set forth in the Projected Rollout Schedule, or ii) the total number of properly requested new Ad Panel permits. The resulting percentage (which shall never be greater than 100%) shall be multiplied by the number of APTs contemplated to be installed in the PRS through the Rollout Period immediately following the Rollout Period where the calculation is made. The resulting number shall be the Adjusted APT Rollout and the PRS shall be revised accordingly for the subsequent Rollout Period.

For example, if CONTRACTOR properly requested and the Projected Rollout Schedule provided for there to be Approved Permit Applications for 100 new Ad Panels by the end of Rollout Period 3 and there are only Approved Permit Applications for 80 new Ad Panels, then CONTRACTOR shall only be obligated to install 80% of all the APTs (including the initial fifteen (15) APTs) set forth in the Projected Rollout Schedule for Period 1 through 4. At the end of each subsequent Rollout Period, the same calculations shall be repeated and the resulting percentage for pro rating shall be applied to the total number of APTs to be installed by the CONTRACTOR through the subsequent Rollout Period according to the Projected Rollout Schedule. CONTRACTOR shall then be obligated to install in the subsequent Rollout Period whatever number of APTs are required so that the number of installed APTs equals the percentage of approved new Ad Panels as set forth above. Irrespective of the number of Approved Permit Applications for Ad Panels, CONTRACTOR shall not be obligated to install any APTs in advance of the installation schedule set forth in the Projected Rollout Schedule. If the CITY approves 100% of the new Ad Panels contemplated by this Agreement and that approval occurs after the six (6) years contemplated by the Projected Rollout Schedule, CONTRACTOR shall be obligated to install any remaining uninstalled APTs at the rate of three (3) per month, up to a minimum of 150 APTs. Notwithstanding the foregoing, (i) CONTRACTOR shall not be obligated to install additional APTs after program year six, provided CONTRACTOR waives its right to obtain approval for any additional Ad Panels; and (ii) the CITY may elect to lease APTs as set forth in this Agreement.

24.4 If the CITY and CONTRACTOR dispute the interpretation of this Article, the parties shall submit the dispute to arbitration under the applicable rules of the American Arbitration Association.

24.5 The remedies provided for herein shall not be exclusive and either party shall have such rights to enforce this Agreement as may be provided by the laws of the United States, the State of California, the County of Los Angeles and the City of Los Angeles.

ARTICLE 25

SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE

25.1 Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et. seq. of the Los Angeles Administrative Code, as amended from time to time, and the

Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et.seq., of the Los Angeles Administrative Code, as amended from time to time.

25.1.1 Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

25.1.2 CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its subcontracts within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall deliver the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract. CONTRACTOR's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the CONTRACTOR with respect to such pledges and fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6c concerning compliance with such federal law.

25.1.3 The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.

25.1.4 Any subcontract entered into by the CONTRACTOR relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of PSC 21 and shall incorporate the provisions of the LWO and the SCWRO.

25.1.5 CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.

25.2 Under the provision of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO.

25.3 Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding

account referenced to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

ARTICLE 26

EARNED INCOME TAX CREDIT

This Agreement is subject to the provisions of Section 10.37.4 of Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

ARTICLE 27

AMERICANS WITH DISABILITIES ACT

The CONTRACTOR shall comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act which is attached hereto as Appendix 7 and incorporated herein by this reference.

ARTICLE 28

EQUAL BENEFITS ORDINANCE

28.1 Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the Equal Benefits Ordinance, Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code.

28.1.1 CONTRACTOR shall comply with the Equal Benefits Ordinance during the performance of this Agreement, the CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Agreement.

(a) The CONTRACTOR agrees to post a copy of Paragraph 28.1.1 hereof in conspicuous places at its place of business available to employees and applicants for employment.

(b) The CONTRACTOR shall permit access to and may be required to provide certified copies of all its records pertaining to employment and to its employment practices to the awarding authority or the City Administrative Officer, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this Agreement, and

on their or either of their request to provide evidence that it has complied or will comply therewith.

(c) The failure of any CONTRACTOR to comply with the Equal Benefits Provisions of this Agreement may be deemed to be a material breach hereof. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the City Administrative Officer. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the CONTRACTOR.

(d) Upon a finding duly made that the CONTRACTOR has breached the Equal Benefits Provisions of this Agreement, this Agreement may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

(e) Notwithstanding any other provisions of this Agreement, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

(f) Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

(g) The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirements of that section.

(h) All CONTRACTORS subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the CONTRACTOR. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S contract with the CITY.

ARTICLE 29

WAIVER

A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 30

PERMITS

The procedures for obtaining permits are set forth in Appendix 1.

ARTICLE 31

CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible matter produced by the CONTRACTOR hereunder), against the CONTRACTOR's rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance act with respect to such labor.

ARTICLE 32

CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division of the Los Angeles Administrative Code, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing the Agreement. In accordance with the provisions of the Ordinance, by signing this Agreement, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this Agreement; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s) submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s) comply with the requirements of the Pledge of Compliance and the

requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and sealed on the day and year first above written.

VIACOM DECAUX, LLC

CITY OF LOS ANGELES

By: [Signature]
Name: DENNIS A. KUHLE
Title: PRESIDENT VIACOM DECAUX
Dated: 12/21/01

By: [Signature]
Name: Valerie Lynne Shaw
Title: Pres., Bd. of PW
Dated: 12/21/01

APPROVED AS TO FORM:

By: Rockard J. Delgadillo, City Attorney

By: [Signature]
Name: Christopher M. Westhoff
Title: Assistant City Attorney
Dated: 12/21/01

By: _____
Name: _____
Title: _____
Dated: _____

ATTEST:

By: J. Michael Carey, City Clerk

By: [Signature]
Deputy
Dated: 12-21-01

COPY



APPENDIX 1

**AGREEMENT FOR COORDINATED STREET FURNITURE
BETWEEN
THE CITY OF LOS ANGELES AND VIACOM DECAUX LLC**

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This Appendix 1 contains the technical contract specifications which are part of the Agreement for Coordinated Street Furniture (the "Agreement") dated _____, 2001 between the CITY of Los Angeles Department of Public Works (the "CITY" or "Public Works") and Viacom Decaux LLC ("CONTRACTOR").

All terms shall have the meaning set forth in the Agreement unless such terms are expressly modified or changed herein.

TECHNICAL SPECIAL PROVISIONS

1. *SPECIFICATIONS*

All work performed under the Agreement shall (i) conform to the latest edition of the Standard Specifications for Public Works Construction and Standard Plan S-610; and (ii) to the extent work is performed in Los Angeles, all work shall be performed by contractors licensed in the State of California.

2. *STRUCTURAL DESIGN DRAWINGS*

2.1 SHOP FABRICATION AND INSPECTION OF STREET FURNITURE STRUCTURES

2.1.1 With respect to Street Furniture which will be assembled at Street Furniture locations, the CONTRACTOR shall furnish to BOSS for review, five (5) copies of each required submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples and similar items. Unless otherwise required, said submittals shall be submitted to BOSS at a time sufficiently early to allow review by BOSS, with due regard for the possibility of re-submittals, and to accommodate the Projected Rollout Schedule.

2.1.2 Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall maintain, at all times, a complete file of approved Shop Drawings and manufacturers' data for this project.

2.1.3 Unless mutually agreed otherwise by the parties, BOSS will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within thirty (30) calendar days following the receipt from CONTRACTOR; and CONTRACTOR shall make a complete and acceptable submittal to BOSS within thirty (30) days.

2.1.4 All work for which Shop Drawings are required shall be performed in accordance with Section 2-5-3 of the Standard Specifications of Public Works Construction. Fabrication of an item shall not commence before BOSS has

reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN/PROCEED" or "MAKE CORRECTIONS NOTED/PROCEED CONDITIONALLY". Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Document and shall not be taken as the basis for claims of extra work.

2.1.5 All Street furniture furnished by the CONTRACTOR shall be subject to inspection. With respect to Street Furniture which is manufactured off site and installed as a whole unit at approved locations (e.g. an APT), CONTRACTOR shall make available for inspection at its headquarters or place of assembly a complete set of design drawings and technical specifications. City, or its designee, shall be entitled at reasonable times and on reasonable notice to inspect the Street Furniture at the place of assembly or manufacture to confirm that the Street Furniture is being assembled and manufactured in accordance with the design drawings, plans and specifications. CONTRACTOR will reimburse CITY a maximum of \$2000 of reasonable travel and lodging expenses associated with the above inspections during the term of this Agreement.

2.2 ANNUAL CERTIFICATION

CONTRACTOR shall certify to the City, through a third party engineer, on or about January 1 of each year that the Street Furniture is structurally sound and conforms to applicable federal, state and local construction and safety standards.

2.3 ELECTRICAL EQUIPMENT SPECIFICATIONS

2.3.1 All electrical equipment shall be (i) listed by the Underwriters Laboratories (UL); (ii) approved by a testing laboratory recognized by the CITY; (iii) approved by the CITY's Department of Building and Safety Electrical Testing Lab (ETL); or (iv) approved by a California registered electrical engineer acceptable to the CITY. All costs incurred for obtaining these approvals shall be borne by the CONTRACTOR.

- 2.4 To the extent the Agreement requires CONTRACTOR to offer multiple designs, each design must be approved by BOSS.
- 2.5 All designs shall be approved by BOSS for structural adequacy, electrical wiring and appurtenances.
- 2.6 After approvals have been obtained, the designs shall be deemed the Standard Plans and 5 copies shall be submitted to BOSS. Separate plans shall be required for special designs or designs specially adapted for sites not suitable for Standard Plans. The cost of all plans shall be paid by the CONTRACTOR.
- 2.7 After approvals have been granted, CONTRACTOR may not alter or modify the design of the Street Furniture without obtaining approval by BOSS.

3. *LOCATION DESIGN DRAWINGS*

- 3.1 All location drawings shall be signed by a California Registered Civil or Structural Engineer.
- 3.2 The location drawing shall contain a minimum 40 feet to one-inch scale (40 scale) representation of the proposed Street Furniture site covering the area from the property line to the street centerlines at the intersection. Mid-block sites shall be shown with broken line ties. The drawing shall tie the Street Furniture location to the closest curb return and give the distance from the curb or the property line to the Street Furniture. The drawing shall show all sidewalk facilities and necessary dimensions such as: sidewalk width, street lighting electroliers, fire hydrants, storm drain catch basins, street lighting, pull boxes with traffic signals, and trees. A no-scale key map must also be included on the location drawing.

4. *PERMITS AND LICENSES*

- 4.1 Contractor shall obtain one annual, semiannual or quarterly Class "A" permit at a cost of \$300 per structure which shall permit the installation of all Street Furniture in that Program Year or Rollout Period as the case may be. This permit fee will cover all plan checking, concrete work, installation inspection, and any other standard Public Works charges for installation. The permit charge may be adjusted, from time to time, by the Board depending on actual accumulated time charges and overhead for the work performed by CITY employees.
- 4.2 The CONTRACTOR shall maintain at all times during this Agreement a CITY Business License.
- 4.3 CONTRACTOR shall obtain all necessary permits to encroach upon and perform work in the Public Right-of-Way from the Engineering office at the following location:

Public Works Bureau of Engineering
201 N. Figueroa St. 4th Floor
Los Angeles, CA 90012
PH: 213-977-6045

5. *STEPS FOR PERMIT APPROVAL*

CONTRACTOR shall follow the procedures set forth below to obtain the necessary permits to install Street Furniture:

- 5.1 CONTRACTOR shall follow the permitting process outlined in Sec. 4.2.2 of the Contract, in conjunction with the steps setforth below.
- 5.1 Within ten (10) days of receiving the Contractor's List, the CITY shall send Property Owners (as defined in Section 6 herein) a fifteen (15) day notification

letter ("Notice Letter"). The CITY shall notify CONTRACTOR within five (5) business days after receipt of an objection from a Property Owner.

- 5.2 If no objection is received, the CITY shall notify CONTRACTOR that it shall begin to review and approve sites in the field and BOSS will forward the approved site to SFTF within five (5) days, subject to the other regulations of the Program.
- 5.3 Within thirty (30) days after the CITY's review has commenced, the CONTRACTOR shall submit preliminary site plans to the CITY for approval by the SFTF.
- 5.4 Within thirty (30) days thereafter, BOSS shall approve the issuance of an installation permit for such approved site.

6. *PROPERTY OWNER APPROVAL REQUIREMENTS*

- 6.1 Within fifteen (15) days of BOSS's receipt of a request for approval for a site location, BOSS will send the owner, net lessee or ground floor tenant (a "Property Owner") of property which fronts on the sidewalk directly opposite a proposed Street Furniture location a Notice Letter that a Street Furniture structure is to be installed in front of the subject property. The Property Owner shall have fifteen (15) days from the date on the Bureau of Street Service's letter to file a written response with the Board, if there are objections to the installation of the Street Furniture.
- 6.2 If no written objections are received within the 15-day limit, BOSS will forward the approved site to SFTF within five (5) days for processing in accordance with the regulations of the Program.
- 6.3 When a Property Owner objects to the proposed site, an appeal hearing will be scheduled by the Board hearing officer within 15 calendar days of receipt of this protest. The CONTRACTOR, BOSS and Department of Transportation shall be present at the Board hearing to present arguments and recommendations. The Board shall consider the criteria set forth in the Agreement in making its decision. The decision of the Board hearing officer will be final.

7. *STRUCTURE SITE LOCATION, DESIGN AND REQUIREMENTS*

7.1 *GENERAL*

7.1.1 The CITY shall have the right to approve locations as provided in the Agreement and Attachments. The CITY shall have the right to require the CONTRACTOR to remove or relocate Street Furniture in accordance with Section 8 below. CONTRACTOR shall propose comparable locations, and CITY shall not unreasonably withhold approvals. The CONTRACTOR may not relocate or remove Street Furniture without BOSS permission. The CITY may require or CONTRACTOR may request to remove Street Furniture if it cannot be

maintained by reason of excess vandalism as more fully set forth in the Agreement, provided that if it is Revenue Furniture, the CITY shall approve a comparable alternate location.

7.1.2 Disagreements arising with respect to proposed site locations or requests to remove or relocate Street Furniture may be appealed to the Board. The decision of the Board will be final.

7.2 *TRANSIT SHELTERS*

7.2.1 Transit Shelters located on parkway and sidewalk dedications 11 feet or greater in width shall be placed twenty six inches (26") (measured from the curb face to the nearest Transit Shelter mullion) back from the curb face or no more than twelve inches (12") off the property line. On narrow sidewalks (sidewalks less than 11 feet wide), the Transit Shelter shall be placed on the back of the sidewalk; except in cases of heavy pedestrian traffic where the back of the sidewalk location is not appropriate, then the Transit Shelter roof may be placed twenty three inches (23") from the curb face only after being field checked and approved by BOSS.

7.2.2 Associated Transit Shelter Ad Panels shall be located as near as reasonably feasible to the Transit Shelter taking into account the requirements of applicable disability laws, topography, and site conditions, aesthetics, visibility and the revenue goals of the Program. In no event shall a Transit Shelter Ad Panel be more than two hundred and fifty feet (250') from its Transit Shelter.

7.2.3 No Transit Shelter shall be placed within the forty five foot (45') visibility triangle as specified in Municipal Code Section 62.200, except at controlled intersections, unless approved by the Board.

7.2.4 Minimum set back from the curb is twenty-six inches (26") (measured from the curb face to the nearest Transit Shelter mullion). When a minimum set back from curb is used, the minimum clearance behind the Transit Shelter shall be forty eight inches (48"), unless the BOSS approves a lesser clearance.

7.2.5 For safety reasons Transit Shelters shall generally not be installed on any traffic or median island designated to separate or regulate vehicular traffic. When the installation of a Transit Shelter on this type of island is approved because it is in the best interest of the public, such Transit Shelter shall be installed with a positive barrier protection (such as a guardrail) as more specifically required by BOSS.

7.2.6 On steep streets of over 10% grade, where the Transit Shelter has no rear access the distance from the curb face to Transit Shelter shall be increased as reasonably determined by the BOSS to accommodate wheelchairs.

7.2.7 Minimum clearance from any obstruction (street light, power

poles, trees, etc.) shall be forty eight inches (48").

7.2.8 For the purpose of this Agreement the clearance requirement of the Americans with Disabilities Act (ADA) shall mean a minimum entrance clearance of forty eight inches (48") for wheelchair access and modification of the seating area or as otherwise specified by the BOSS's ADA Compliance Officer.

7.3 *OTHER STRUCTURES*

7.3.1 Minimum set back from the curb is eighteen inches (18") (measured from the curb face to the nearest Street Furniture mullion). When a minimum set back from the curb is used, the minimum clearance behind the Street Furniture shall be forty eight inches (48"), unless the BOSS approves a lesser clearance.

7.3.2 Minimum clearance from any obstruction (street light, power poles, trees, etc.) shall be forty eight inches (48").

7.4 *AUTOMATIC PUBLIC TOILETS (APTs) PLACEMENT GUIDELINES*

7.4.1 APTs must conform to applicable State, federal and local accessibility codes and regulations. A minimum of five feet (5') of pedestrian clearance (free of all obstacles for a clear path of travel) shall be maintained on the sidewalk at all times.

7.4.2 APTs shall be set back a minimum of five feet (5') from edge of crosswalk.

7.4.3 APTs shall be placed not less than:

7.4.3.1 Twenty four inches (24") from the outside edge of the curb. Overhangs of roof line are permitted on all sides provided an overhang may not protrude to within eighteen inches (18") of the edge of the curb except where overhang is more than ten feet (10') above the surface of the sidewalk. At no time may overhang protrude beyond the face of curb.

7.4.3.2 Eight feet (8') from any fire escape and/or fire exit.

7.4.3.3 Five feet (5') from any fire hydrant, driveway, wheelchair ramp, blue zone parking space, curb cut, crosswalk, pedestrian reservoir or corner.

7.4.3.4 Forty inches (40") from any other structure not otherwise specified herein, including but not limited to street light poles, parking meters, power poles and trees.

7.4.4 APTs shall not be placed on sidewalks which are less than fourteen

feet (14') wide.

7.4.5 APTs shall not be placed over any storm drain or similar structure.

7.4.6 APTs shall not obstruct any traffic sign or traffic signal.

7.4.7 APTs shall not be installed where placement would significantly impede the flow of pedestrian traffic.

7.5 *VENDING KIOSKS PLACEMENT GUIDELINES*

CONTRACTOR shall adhere to the guidelines and specifications set forth in the Los Angeles Municipal Code.

7.6 *PILLAR AND SMALL PUBLIC AMENITY KIOSKS ("KIOSKS") PLACEMENT GUIDELINES*

7.6.1 All Pillar and Small Public Amenity Kiosks shall conform to all applicable State, federal and local accessibility codes and regulations. A minimum of four feet (4') of pedestrian clearance (free of all obstacles for a clear path of travel) must be maintained on the sidewalk at all times.

7.6.2 Kiosks shall be set back a minimum of five feet (5') from edge of crosswalk.

7.6.3 Kiosks shall be placed not less than:

7.6.3.1 Eighteen inches (18") from the outside edge of the curb. Overhangs of roofline are permitted on all sides provided an overhang may not protrude to within eighteen inches (18") of the edge of the curb except where overhang is more than ten feet (10') above the surface of the sidewalk. At no time may overhangs protrude beyond face of the curb.

7.6.3.2 Eight feet (8') from any fire escape and/or fire exit.

7.6.3.3 Five feet (5') from any fire hydrant, driveway, wheelchair ramp, blue zone parking space, curb cut, crosswalk, pedestrian reservoir or corner.

7.6.3.4 Forty inches (40") from any other structure not otherwise specified herein, including but not limited to street light poles, parking meters, trees, etc.

7.6.4 Kiosks shall not obstruct any traffic sign or traffic signal.

7.6.5 Kiosks shall not be installed where placement would significantly impede the flow of pedestrian traffic.

7.7 *MODULAR NEWSRACKS PLACEMENT GUIDELINES*

CONTRACTOR shall adhere to the guidelines and specifications set forth in the Los Angeles Municipal Code.

8. *RELOCATION OF STREET FURNITURE*

8.1 The CITY may require that CONTRACTOR relocate Street Furniture during the Term of the Agreement due to any of the following and provided the CITY provides alternate comparable locations:

- a. Private development;
- b. Public Works projects;
- c. Public convenience and safety;
- d. Bus route changes;
- e. Bus stop changes; and
- f. Bona fide public policy reasons.

8.2 The CITY does not guarantee any specific Street Furniture site for the Term of the Agreement.

8.2.1 The CITY may require that CONTRACTOR relocate, at its own cost, after a written notice by BOSS the following (the "Annual Relocation Right"):

- a. 1 APT per year;
- b. 30 Transit Shelters per year of which one (1) may be a Rapid Bus Transit Shelter or a LANI Transit Shelter;
- c. 1 Vending Kiosk per year;
- d. 13 Small Public Amenity Kiosks per year; and
- e. 1 Kiosk containing a computer terminal per year.

If relocation is requested by a party other than the CITY, or the CITY has exhausted its Annual Relocation Right, the costs shall be paid for by the requesting party or the CITY, as the case may be, as more fully set forth below:

8.2.2 *Private Development*

The CITY shall provide notice to CONTRACTOR that a private party (i) requests relocation of Street Furniture; and (ii) has agreed to pay such relocation and removal costs ("Relocation Costs"). The CITY shall cooperate with the CONTRACTOR to obtain any required approvals to relocate the Street Furniture, including but not limited to MTA approval if the Street Furniture is a Transit Shelter.

8.2.2 *Other than Private Development*

The CITY shall provide notice to CONTRACTOR that an entity or the

CITY (i) requests relocation of Street Furniture; and (ii) non-City entity has agreed to pay such Relocation Costs. The CITY shall cooperate with the CONTRACTOR to obtain any required approvals to relocate the Street Furniture, including but not limited to MTA approval if the Street Furniture is a Transit Shelter. If the requesting entity is the CITY, the CITY may elect to deduct the Relocation Costs, if applicable, from the Fees payable to the CITY at actual cost plus a \$500 administrative fee.

8.2.3 Bus Route/Stop Changes

The CITY shall provide notice to CONTRACTOR that the MTA or another transit provider (i) requests relocation of a Transit Shelter or Street Furniture; and (ii) has agreed to pay such Relocation Costs. The CITY shall cooperate with the CONTRACTOR to obtain any required approvals to relocate the Transit Shelter or Street Furniture.

8.2.4 Other Relocation Requests

The CITY shall provide notice to CONTRACTOR that an entity (i) requests relocation of Street Furniture; and (ii) has agreed to pay such Relocation Cost. The CITY shall cooperate with the CONTRACTOR to obtain any required approvals to relocate the Street Furniture, including but not limited to MTA approval if the Street Furniture is a Transit Shelter.

8.2.6 *Relocation Requests Due to Crime or Health Problems*

Notwithstanding the above, the CONTRACTOR shall remove any street furniture, at its own cost, upon request by the Council when there has been a crime or health problem at a location and when reasonable efforts to alleviate the problem have not been successful.

9. *STRUCTURES DESIGN SPECIFICATIONS*

9.1 *TRANSIT SHELTERS*

All Transit Shelter designs shall be reviewed by BOSS and when approved shall be deemed the Standard Plans. See Exhibit A.

9.2 *PILLAR PUBLIC AMENITY KIOSKS*

All Pillar Public Amenity Kiosk designs shall be reviewed by BOSS and when approved shall be deemed the Standard Plans. See Exhibit A.

9.3 *SMALL PUBLIC AMENITY KIOSKS*

All Small Public Amenity Kiosk designs shall be reviewed by BOSS and when approved shall be deemed the Standard Plans. See Exhibit A.

9.4 *APTs*

All APT designs shall be reviewed by BOSS and when approved shall be deemed the Standard Plans. See Exhibit A.

9.5 *VENDING KIOSKS*

All Vending Kiosks designs shall be reviewed by BOSS and when approved shall be deemed the Standard Plans. See Exhibit A.

9.6 *MODULAR NEWSRACKS*

All Modular Newsrack designs shall be reviewed by BOSS and when approved shall be deemed the Standard Plans.

10. *SITE CONSTRUCTION SPECIFICATIONS*

10.1 All concrete finishing shall conform to the Standard Specifications for Public Works Construction, latest edition.

10.2 The CONTRACTOR shall have quality control supervisors working at every construction site a minimum of one hour per working day.

10.3 Rough concrete finishing shall be removed or ground down. Concrete shall be smoothed to a fine hairbrush type finish.

10.4 During the construction of each Street Furniture, the CITY shall have the right to review the CONTRACTOR's work. Any deficiencies on the part of the CONTRACTOR shall be reported to the CONTRACTOR. Corrective action or lack thereof, shall become part of the evaluation and review process, which may be used to evaluate and to recommend authorization to proceed on future construction.

11. *STRUCTURE MATERIALS SPECIFICATIONS*

11.1 Structural steel is preferred for all columns and load carrying members.

11.1.1 Structural steel shall conform to the Standard Specifications for structural steel for bridges and buildings A.S.T.M. A36.

11.1.2 All tube columns shall be a maximum of 3 1/2" x 3 1/2" and conform to A.S.T.M. A-501 or A.S.T.M. A-500 GRADE B and shall have curved edges.

11.1.3 All bolts for steel members shall conform to A.S.T.M. A-307. Rivets and other fastening devices may be used to join various parts of the Street Furniture assembly as approved by the BOSS.

11.1.4 Fabrication and erection shall comply with the latest American

Institute of Steel Construction (A.I.S.C.) Manual.

11.1.5 All welding of Structures (foundations excepted) shall be done at the CONTRACTOR's factory or in a shop and be accomplished by the electric shielded arc process.

11.1.6 The CITY shall have the right to continuously inspect all field welding (foundation work only).

11.2 *Aluminum*

11.2.1 Anodized aluminum may be used for any columns or load bearing members provided it is of sufficient strength to bear loads.

11.2.2 All tube columns shall be a maximum of 3 1/2" x 3 1/2" and have curved edges.

11.2.3 All aluminum used shall conform to 6063-T6 or better.

11.2.4 Aluminum may be used for the top, roof, fascia, facings and window channels.

11.3 *Glass*

11.3.1 All back and side panels shall be at a minimum three-eighths inch (3/8") tempered safety glass or a better material accepted by the BOSS. All Ad Panel windows shall be a minimum thickness of three sixteenths of an inch (3/16") clear tempered safety glass or a better material accepted by the BOSS.

11.3.2 Exposed glass edges shall be polish ground.

11.3.3 A polished ground edge is permitted only when it is less than two inches (2") from a support or protector. All glass more than two inches from a support must be framed.

11.4 *Fiberglass*

11.4.1 The use of fiberglass for any structural portion of the Street Furniture including Ad Panel and roof assembly shall be prohibited.

11.4.2 Fiberglass may be used for the receptacle and bench seats.

11.5 *Acrylic and Mar Resistant Plastics*

11.5.1 The use of acrylics and mar resistant plastics may be used as an alternative to glass in the Structures wherever excessive vandalism results in excess glass breakage.

11.6 *Paint*

11.6.1 All metal surfaces shall be finished at the factory; on-site touch up shall be permitted.

11.6.2 There shall be a minimum of one primer coat and two finish coats or a painting process that provides a paint coating equivalent to or better than this Specification.

11.6.3 The CONTRACTOR shall verify in writing that the paint and technique used is in conformance with the latest edition of Standard Specifications for Public Works Construction and is compatible with the material being painted.

11.6.4 BOSS shall approve (5) colors for use by the CONTRACTOR.

11.7 *Concrete*

11.7.1 All concrete used shall be 520c-2500 per the Standard Specification for Public Works Construction, latest edition.

11.7.2 Calcium Chloride may be added to accelerate setting in the amounts indicated in the Standard Specifications for Public Works Construction, latest edition.

11.7.3 All surfacing installed shall match the existing surrounding surfacing in color and texture, whether it be concrete, tile, terrazzo, or any other special surfacing.

11.8 Dissimilar metals shall be insulated by painting with mastic at all contact points. Fasteners and hardware connecting dissimilar metals shall be stainless steel or cadmium plated.

12. *MAINTENANCE AND OPERATION SPECIFICATIONS*

12.1 *TRANSIT SHELTERS, PUBLIC AMENITY KIOSKS, VENDING KIOSKS*

12.1.1 Maintenance and Operations

The CONTRACTOR shall maintain all Street Furniture and the sidewalk surface immediately under and adjacent (within 5 feet) to the Structures in a safe, clean, attractive and sanitary condition and in good order and repair. The CONTRACTOR shall make routine inspection and maintenance calls on each Street Furniture twice a week. The CONTRACTOR shall make more calls if conditions warrant. At each maintenance call, the CONTRACTOR shall clean, wash, and remove all graffiti, stickers, posters, litter, dust, dirt, weeds and service litter baskets at each Street Furniture. The Street Furniture shall be maintained in a continual good and working condition. In addition, the CONTRACTOR shall furnish to the CITY a monthly on-line and current time summary of its maintenance operations, noting problem areas and corrective action taken.

CONTRACTOR shall respond to a request to secure site or to perform maintenance within four (4) hours of notification, but in no event more than twenty-four (24) hours.

12.1.2 Services to Be Furnished by CONTRACTOR

12.1.2.1 The CONTRACTOR shall use cleaning methods and procedures that have been demonstrated and approved and are environmentally safe utilizing acceptable industry practices.

12.1.2.2 The CONTRACTOR shall be responsible for pruning street trees in accordance with the International Society of Arboriculture (ISA) and the approval of the BOSS standards where necessary to improve visibility of the Street Furniture.

12.1.2.3 Maintenance costs at non-revenue Structures not funded by this Program shall either be (i) paid by the requesting party; or (ii) paid by the CITY out of the Street Furniture Revenue Fund. CONTRACTOR shall be offered the first right to perform such maintenance obligations.

12.1.3 Repair and Replacement

The CONTRACTOR shall commence necessary repairs within one week any damage or vandalism is found. If the Street Furniture damage or vandalism is of an emergency or hazardous nature, the CONTRACTOR will repair, replace, remove or secure the site within 24 hours of notification.

If the Structures are totally destroyed because of accident, the CONTRACTOR will remove the Structures within 24 hours with respect to Transit Shelters and replace the Street Furniture at no cost to the CITY within 30 days of the removal; all other Structures shall be replaced within 120 days or as soon as reasonably possible.

12.1.4 Graffiti Removal

CONTRACTOR will upon notification or upon inspection remove graffiti within 24 hours.

12.1.5 The Street Use Inspection Division will inspect each site not less than four (4) times a year and will serve notice to the CONTRACTOR for required maintenance and/or repairs. There shall be no additional charge to CONTRACTOR for the inspections.

12.2 *AUTOMATIC PUBLIC TOILETS*

12.2.1 Maintenance and Operation

CONTRACTOR shall, at its own cost, clean, repair and maintain all APTs so that each APT is operational, well maintained, and supplied with all products and materials required for its efficient and convenient use.

12.2.2 Hours of Operation

Each APT shall be operational twenty-four (24) hours every day, unless (i) otherwise agreed to in writing by CONTRACTOR and BOSS; or (ii) damaged or out of service due to vandalism or otherwise.

12.2.3 Services to be Furnished by CONTRACTOR

CONTRACTOR, its employees or authorized subcontractors, shall provide the following services in connection with the maintenance and operation of the APTs during the term of this Agreement:

- 12.2.3.1 Continuously maintain in a clean, graffiti-free, safe, and first-class condition, in a manner consistent with all terms and provisions of this Agreement, all APTs;
- 12.2.3.2 Maintain an office in Los Angeles where CONTRACTOR shall maintain the personnel necessary to supervise and care for the APTs as provided herein including full-time technicians qualified and trained to perform all expected APT maintenance;
- 12.2.3.3 Provide a toll-free posted telephone number on each APT for 24-hour reporting of service and maintenance complaints;
- 12.2.3.4 Refurbish, recondition, and if necessary replace any APT that is not functioning in accordance with the standards set forth in this Agreement;
- 12.2.3.5 Inspect and maintain each APT at least twice per day every day; provided, however, that CONTRACTOR shall inspect any site more frequently if conditions at that site so require. During the first two (2) program years, CONTRACTOR shall inspect fifty percent (50%) of all APTs installed a minimum of three (3) times per day. After the first two (2) program years, the CONTRACTOR shall inspect at any time twenty-five percent (25%) of APTs a minimum of three (3) times per day. At the time of every inspection, CONTRACTOR shall, if necessary, clean and wash each APT, inside and/or outside. In addition, CONTRACTOR shall inspect all fixtures at each site and, if needed, shall replace defective fixtures within the time frames provided herein. CONTRACTOR shall remove all graffiti, stickers, unauthorized posters and flyers, litter, dust, dirt and weeds and other rubbish from each APT. CONTRACTOR

shall also keep the sidewalk area five (5) feet around the perimeter of each APT odor-, stain- and refuse-free; provided, however, that in no event shall CONTRACTOR be responsible for any repair or replacement of the sidewalk within five (5) feet of the perimeter of an APT that is necessary due to damage caused by entities other than CONTRACTOR, nor shall CONTRACTOR be obligated to indemnify the BOSS under for CONTRACTOR's failure to keep the sidewalk area within five (5) feet of the perimeter of an APT odor, stain- and refuse-free. Notwithstanding any other provision of this Agreement, CONTRACTOR shall not be required to provide security personnel at the site of the APTs.

12.2.4 Repair and Replacement

Upon observing or receiving notification of any damage, vandalism, or graffiti in, on or around any APT, CONTRACTOR shall respond to such notification or secure the site, within four (4) hours, but in no event more than twenty four (24) hours, and shall commence repair or replacement to such APT. If an APT is destroyed, CONTRACTOR shall secure or remove the remains of the APT and shall thereafter use good faith diligent efforts to replace the APT at that site within three (3) months or as soon as reasonably possible and shall provide BOSS with a written report on CONTRACTOR's efforts to replace such APT and CONTRACTOR's expectations as to when such replacement APT shall be installed and operational. In conjunction with such removal, CONTRACTOR shall, at its own expense, restore the affected sidewalk and curb area to a safe, finished condition. If CONTRACTOR does not maintain inspections as scheduled and remedy existing deficiencies within such time periods, BOSS shall be entitled, upon twenty-four (24) hours notice to CONTRACTOR (or such shorter notice as may be necessary in an emergency), to make the repairs and to bill CONTRACTOR for the work performed. Such costs shall be paid directly by CONTRACTOR to BOSS upon submission of an invoice therefor, with reasonable documentation evidencing costs incurred by BOSS. Subject to an extension for force majeure, if any APT is destroyed and has not been replaced within three (3) months and no later than six (6) months or as soon as reasonably possible, then CONTRACTOR shall pay to the BOSS the sum of One Hundred Dollars (\$100.00) per each day thereafter that such APT is not replaced. Subject to an extension for force majeure, if any APT is out of operation for forty-eight hours due to failure of CONTRACTOR to respond to maintenance or repair requests then CONTRACTOR shall pay to the BOSS the sum of One Hundred Dollars (\$100.00) per each day thereafter that such APT remains out of service due to CONTRACTORS failure to respond. For purposes of this Agreement, "force majeure" shall mean delays in CONTRACTOR's performance of its obligations hereunder due to acts of God or of the public enemy, fires, floods, strikes, criminal acts of third parties, freight embargoes and/or unusually severe weather.

12.2.5 Graffiti Removal

CONTRACTOR will upon notification or upon inspection remove graffiti within 24 hours.

12.2.6 Vandalism of APTs

In the event that CONTRACTOR's aggregate cost of repair and replacement of APTs due to vandalism during any two (2) consecutive years of operation exceeds an average of Five Thousand Dollars (\$5,000) per APT, CONTRACTOR may, by notice to BOSS, request that BOSS negotiate in good faith possible modifications of this Agreement to reduce such cost. Such modifications may include relocation of APTs for which vandalism is a particular problem, change in hours of operation, additional lighting or other security measures, or any other modification which would reduce such costs. In no event shall BOSS be required to agree to any particular modification of this Agreement. Nothing in this Agreement shall be construed to impose on BOSS any responsibility or liability for costs incurred by CONTRACTOR on account of vandalism.

12.2.7 Reports and Logs

CONTRACTOR shall prepare and maintain a maintenance log for each APT, and submit copies of each log for the preceding month to BOSS within fifteen (15) days after the end of each month during the first six (6) years of this Agreement; provided, however, that until all APTs have been installed such logs shall be available as often as on a daily basis, as requested by BOSS, provided, however, that on weekends and holidays such documents may be made available to BOSS representatives in CONTRACTOR's office in Los Angeles at a time reasonably agreed upon in advance by the parties. After the first six (6) years of this Agreement, copies of such logs shall be provided upon the request of the BOSS.

12.2.7.1 CONTRACTOR shall also furnish to the BOSS within thirty (30) days after the end of each calendar quarter a narrative summary, by APT, of the maintenance operations during the preceding quarter, noting problem areas, corrective actions taken, and the number and nature of repairs attributable to vandalism. Such quarterly report shall include actual year-to-date cost figures for repairs attributable to vandalism excluding labor to the extent then known by CONTRACTOR.

12.2.7.2 CONTRACTOR shall maintain and make available to the BOSS a written complaint log in a format reasonably acceptable to BOSS. The purpose of this log will be to record complaints and/or incidents that occur with respect to the APTs. In addition to the date, time, location, etc., the log shall include disposition and final resolution of the complaint.

Copies of this document shall be submitted to the BOSS upon request.

12.2.8 Modifications of APTs and Incorporation of Latest Technology

Without limiting any other obligations of CONTRACTOR set forth in this Agreement, and subject to all the terms and conditions of this Agreement, CONTRACTOR shall effect at its cost such technical improvements or alterations to the APTs as, in the course of its business, it may introduce from time to time to such model, and which may be introduced without modification of the basic design, including the shell and other major components, of the APT. No improvement or alteration shall be made without the written consent of BOSS if such alteration would cause the APT to deviate from the specifications and Standard Plans attached as [Exhibit C], would violate any requirement of this Agreement, or would alter the exterior appearance of the APT. The BOSS will not unreasonably withhold or delay its consent to any improvement or alteration for which its consent is required; provided, however, it shall not be considered unreasonable to withhold approval of any alteration which would materially adversely affect the operation of the APTs. After any such improvement or alteration, this Agreement shall continue as if any improved or altered APT was one of the original APTs supplied under this Agreement.

13. *TRAFFIC SPECIFICATIONS*

- 13.1 No construction shall be performed Monday through Friday during the peak hours from 7:00 a.m. to 9:00 a.m. or from 4:00 p.m. to 6:00 p.m. or at any time during the holiday season at commercial areas.
- 13.2 No maintenance shall be performed Monday through Friday during peak hours from 7:00 a.m. to 9:00 a.m. or from 4:00 p.m. to 6 p.m. on major highways and traffic arteries.
- 13.3 Exception: Minimum maintenance, Street Furniture repair or removal required to eliminate a hazard to either pedestrian or vehicular traffic may be performed during the peak hours.

14. *ADVERTISING SPECIFICATIONS*

- 14.1 No advertising or signs or devices shall be permitted in conjunction with the Street Furniture which display the words "STOP," "DRIVE-IN," "DANGER," or any other word, phrase, symbol or character which may interfere with, mislead or direct vehicular traffic or which is excessively illuminated as determined by the BOSS or the District Transportation Engineer.
- 14.2. Rotating kiosks, scrolling posters and electronic displays are permitted formats for advertising.

- 14.3 The CONTRACTOR shall adhere to the CONTRACTOR's policy regarding advertising content. The CONTRACTOR's existing policy is as follows: See Exhibit B.

15. *CITY AMENITY COMPONENTS/CAC*

- 15.1 The CITY shall have the right to require that certain Structures be equipped with CITY Amenity Components (as more fully set forth in the Agreement). CITY Amenity Components may include: Public pay phones; Community Maps; Trash and/or recycling receptacles; Computer terminals; CITY Information Panels; Vending machines/equipment; Benches; Emergency Telephones.

15.1.1 Emergency Communication Devices

A project of installing emergency telephones at a minimum of 100 Street Furniture locations will be instituted by the CONTRACTOR at the request of the CITY. The BOSS will determine which Structures shall be installed with emergency telephones after consultation with the Los Angeles Police Department and any other interested or affected CITY Department. The location of emergency telephones will be subject to approval of the Board. Communication devices must be ADA compliant. The BOSS has final design approval of emergency telephones.

15.1.2 CITY Amenity Components may include the display of public service messages (no commercial advertisements), containing no more than 20% of a sponsor logo. In addition to the number of CITY Amenity Components CONTRACTOR is required to offer, CONTRACTOR may, at its discretion, make available to the CITY any un-used or un-reserved Ad Panels for CITY public service messages.

- 15.2 The BOSS may request placement of the CITY Amenity Components on the side of the Street Furniture which is not appropriate for advertising at locations approved by CONTRACTOR.

16. *REGULATIONS FOR STRUCTURES ON STATE HIGHWAY*

- 16.1 State Highway Encroachment permits shall be required for all Structures constructed on State Highways. The Structures may be grouped for the same highway with all locations on one permit.

17. *DEPARTMENT OF WATER AND POWER SERVICE*

The CONTRACTOR with support from BOSS shall contact the Department of Water and Power for the most economical and technically feasible power and water sources. The Department of Water and Power must approve all source connections. The CITY shall use its best efforts to assist CONTRACTOR in continuing to obtain power on the same basis as under the prior Transit Shelter program.

17.1 *Traffic Signals Service Points*

Access to electrical power may be made at the service point for traffic signals, or between that service point and the initial fuse, subject to approval and inspection by the Department of Transportation. In no event shall power be obtained from traffic signal circuits or through "traffic signal conduit."

17.2 *Private Property Power Connections*

17.2.1 CONTRACTOR shall be responsible for coordination with the Department of Water and Power for segregating billing of electrical usage when connected to private power source.

17.2.2 For each private property power connection, the CONTRACTOR must select a street address for the Street Furniture. It is suggested that the nearest street address be used with the number "1/2" added to it. Street addresses are needed for computer billing.

17.3 *Connection to Street Lighting and Circuits*

17.3.1 General

17.3.1.1 All work shall be constructed in accordance with the Standard Specifications for Public Works Construction, Standard Plan S-610 and the Bureau of Street Lighting "Special Specifications" in effect at the time of construction.

17.3.1.2 *Billing:* CONTRACTOR shall make all necessary arrangements with the Department of Water and Power for direct billing to the CONTRACTOR for Street Furniture electrical energy.

17.3.1.3 *Inspection:* All work performed on street lighting circuits shall be inspected by the Bureau of Contract Administration.

17.3.1.4 *License:* All work shall be performed by an electrical contractor licensed in the State of California.

17.3.1.5 *Circuit Clearance:* Safety clearance shall be obtained by CONTRACTOR from the Department of Water and Power, and "Persons at Work" warning signs shall be posted at the service point before construction or maintenance work is performed in close proximity to street lighting circuits or connections are made to an existing circuit.

17.3.1.6 *Plans:* An as-built sketch showing the exact location of the Street Furniture service pull box and connected load shall be submitted to the Bureau of Street Lighting.

- 17.3.1.7 *Conduit Ends*: All conduit ends shall be securely packed with oakum in accordance with Section 104 of the Bureau of Street Lighting "Special Specification."
- 17.3.1.8 *Circuit Repairs and Restoration Costs*: Where it is determined that outages to street lighting circuits resulted from CONTRACTOR connections or CONTRACTOR electrical equipment failure, all costs incurred by Department of Water and Power and/or CITY Forces (including administrative costs and overhead) to repair and/or restore street lighting circuits to operational condition shall be paid by the CONTRACTOR upon submittal of an invoice by the Department of Water and Power and for CITY.
- 17.3.1.9 CONTRACTOR shall be responsible for the restoration of Street Furniture electrical service, unless such service stoppage is due to the CITY, its agents or its contractors, including:
- a. All repairs and reconnections of Street Furniture service wires to Street lighting circuits.
 - b. Replacement of defective materials including series to multiple transformers.
- 17.3.1.10 *Changes to Street Lighting Circuits*: When future construction or repairs to street lighting circuits require changes to Street Furniture electrical connections, the CONTRACTOR shall be responsible for making all necessary changes associated with Street Furniture electrical services.
- 17.3.1.11 *Conduit Replacement*: New conduit shall be installed in accordance with the Standard Specification for Public Works Construction.
- 17.3.1.12 *Bonding and Grounding*: Bonding and grounding shall be in accordance with Section 307-2.7 of the Standard Specifications for Public Works Construction.
- 17.3.1.13 *Fusing*: In-line fuses of a size appropriate for each Street Furniture shall be installed.

17.3.2 Low-Voltage Circuits

- 17.3.2.1 All work on street lighting low-voltage circuits shall be performed in accordance with Standard Specifications for Public Works Construction of these provisions.
- 17.3.2.2 *Splices:* All conductor splices shall be made in accordance with Figure 6 (Plan ES-13 State of California, Department of Transportation Standard Plans). Only compression type connectors shall be permitted. Connectors shall be equivalent to Burndy Type YC-C. or Nicropress Copper Sleeve. Splices shall be made only in pull boxes or electrolier bases.
- 17.3.2.3 *Conductors:* Low-voltage conductors shall match, the existing conductors in size. Conductors shall be No. 8 AWG solid copper or No. 6 AWG stranded copper. Insulation shall be type THW and rate for 600-volt operation. Wire slack shall be provided in accordance with Section 307-2.6 of the Standard Specifications. Pull box size shall be CITY designated Type 2.

17.3.3 High-Voltage Circuits

- 17.3.3.1 Where technically and economically feasible, electrical connections will be permitted to high voltage series street lighting circuits.
- 17.3.3.2 All work on street lighting high-voltage circuits shall be performed in accordance with the Standard Specification for Public Works Construction. Work shall be in accordance with Standard Specification for Public Works Construction Section 209-2,4 and 307-7-7 and other applicable sections where existing street lighting conduit containing lead cables is intercepted.
- 17.3.3.3 *Transformers:* Series to multiple transformers shall meet all the requirements set forth in Section 86-6.09A and 86-6.098 of the State of California, Department of Transportation Standard Specifications latest version. Each transformer shall be tested and certified for compliance with the specifications by an independent testing laboratory prior to installation.
- 17.3.3.4 *Pull boxes:* Pull boxes housing series to multiple transformers shall be installed independent of and located a minimum distance of 5 feet from street lighting system pull boxes in accordance with Standard Specifications for Public Works Construction of these provisions. Pull boxes shall conform to Standard Drawing L-201-0 of the Bureau of Street Lighting Special Specifications. Pull box size shall be CITY designated Type 2.

- 17.3.3.5 *Cables:* High-voltage conductors shall conform to the provisions of Section 209-2.4 of the Standard Specifications. Wire slack shall be provided in accordance with Section 307-2.6 of the Standard Specifications.
- 17.3.3.6 *Splices:* All conductor splices shall be made in accordance with Standard Specifications for Public Works Construction of these provisions. In addition, a final coat of insulating paint or similar material shall be applied over the PVC tapes. Only compression type connectors shall be permitted. Connectors shall be equivalent to Nicropress Copper Sleeve.

ATTACHMENT A

WHAT MAKES A GOOD BUS SHELTER SITE?

WHAT DO YOU LOOK FOR?

06-02-99

1. SIDEWALK DEPTH

a. Model design type:

1. Standard "A" — fits 9'6" sidewalk at rear only — Minimum.
2. Narrow "C" — fits 8'6" sidewalk at rear only — Minimum.
3. "C-1" (if available) fits 7' sidewalk at rear only — Minimum — Must not block anything.

b. Front Placement Requires:

1. Standard "A" 11' sidewalk Minimum, 5'4" x 13'10" Roof-24" back of curb face.
2. Narrow "C" 11' sidewalk Minimum, 5'4" x 13'10" Roof-24" back of curb face.
3. "C-1" 11' sidewalk Minimum, 5' x 13'10" Roof-24" back of curb face.

2. ADJACENT PROPERTY ENVIRONMENT

- a. Must not block, windows, doors, and gates or stairs.
- b. Must account for building overhangs and awnings.
- c. "C-1" Advertising Panel must not block anything.
- d. Fire outlets and signage.
- e. Residential property, front & back yards.

3. LATERAL SIDEWALK CONDITION

a. Driveways - need minimum thirty four feet (34') between and/or ten feet (10') away from.

b. Driveway site test - will exit viewing be blocked by Street Furniture?

1. Traffic lane at curb and/or parking lane?
2. Street Furniture blocking view and/or placement.
 - a. Street Light posts.
 - b. Power poles.
 - c. Signposts.
 - d. Trees, Vent posts.
 - e. Fire hydrants.

- f. Guide wires.
- g. Catch basins.
- h. Newsracks, Benches (moveable).

4. SUBSTRUCTURES I UTILITIES (below surface Street Furniture placement)

- a. Pull boxes.
- b. Meter boxes.
- c. Vaults covers.
- d. Roof drains.
- e. Manhole covers.
- f. Vent grills.

5. ELECTRICAL POWER SOURCE

- a. DWP and/or Utility Company Approval.
- b. Available, at a reasonable cost and/or distance-(OSA decision).
- c. Private Power, Adjacent property approval (contract difficult to get).
- d. If cost is not a problem then you can usually locate.
- e. If not available then you can use Solar Power.
 - 1. 5 hour duration with present design.
 - 2. Design of Street Furniture must be adaptable.
 - 3. Solar Panels must have access to the sun, no high bldgs. or trees blocking sun.

6. 45 DEGREES SITE TEST, VISIBILITY TRIANGLE

- a. Required by present contract but CITY can override, "Controlled Intersection".

7. CONDITION OF SIDEWALK

- a. Pad needed?
- b. Replacement needed?
- c. Existing thickness minimum three inches (3")?
- d. Curb & Gutter existing?

8. ADJACENT PROPERTY APPROVAL, NO PROTESTS

9. BUS STOP SIGN

- a. Minimum five feet (5') from sign post.
- b. Be able to locate Street Furniture in bus zone.

10. CITY SITE SELECTION APPROVAL

<i>MAXIMUM POINTS</i>	<i>CITY CONSIDERATIONS</i>	
26	<i>POINTS</i>	<i>FACTORS</i>
	5	Senior Citizens/Hospital
	15	Council District Number of Shelters (points awarded on a sliding scale)
	6	Council District Recommendation
25	<i>BUS SERVICE CONSIDERATIONS (Daily Boarding from MTA)</i>	
	<i>POINTS</i>	<i>BOARDINGS</i>
	4	0-50
	5	50-100
	12	100-200
	16	200-300
	20	300-400
25	400-above	
	<i>TRANSIT SHELTER CONTRACTOR'S CONSIDERATIONS</i>	
	<p>NR* = AR - (IC + MC) NR = Net Annual Advertising Revenue AR = Gross Annual Advertising Revenue IC = Installation Cost (annual payment to amortize capital cost) MC = Maintenance Cost (annual cost)</p> <p>*The value of NR is not expressed in monetary units but rather as a relative value used to determine the profitability of the Street Furniture locations being considered.</p>	

Appendix 2

Viacom Decaux

PROJECTED ROLL OUT SCHEDULE

Structures	PHASE I										PHASE II			Total
	YEAR 1					YEAR 2					YEAR 3	YEAR 4	YEAR 5	
	P1 (2)	P2	P3	P4	Total	P5	P6	P7	P8	Total				
APT's (1) Qty	5	5	5	5	20	7	7	8	8	50	33	33	34	150
Ad Panels					0					0				0
Transit Shelters Qty	30	70	140	160	400	215	210	230	230	1285				1285
Ad Panels					550					1220				1770
OSF														
Pillar Kiosks Qty	25	25	0	0	50	25	25	0	0	100				100
Ad Panels	100	100			200	100	100			400				400
Kiosks Qty	60	60	60	60	240	65	65	65	65	500				500
Ad Panels	120	120	120	120	480	130	130	130	130	1000				1000
Newsstands Qty	10	10	10	10	40	15	15	15	15	100				100
Ad Panels					104					260				260
Total # of Structures	130	170	215	235	750	327	322	318	318	2035	33	33	34	2135
Total New Ad Panels					1334					3430				3430

Notes:

(1) The first 15 APT's shall be installed irrespective of when Rollout Period 1 commences for all other OSF

(2) City and Viacom Decaux agree to start P1 on July 1, 2002

P2 starts on October 1, 2002

P3 starts on January 1, 2003

P4 starts on April 1, 2003

P5 starts on July 1, 2003

P6 starts on October 1, 2003

P7 starts on January 1, 2004

P8 starts on April 1, 2004

APPENDIX 6

DECLARATION OF COMPLIANCE

Service Agreement Worker Retention Ordinance and the Living Wage Ordinance

Los Angeles Administrative Code (LAAC) Sections 10.36 et. seq. and 10.37 et. seq. provide that all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the CITY and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three months, or certain recipients of CITY financial assistance, shall comply with all provisions of the Ordinances.

During the performance of this Agreement, the CONTRACTOR or CITY financial assistance recipient certifies that it shall comply and require each subcontractor hereunder to comply with the provisions of the above referenced Ordinances. The CONTRACTOR shall provide to the CITY a list of all subcontractors and a list of all employees under the agreement within 10 days after execution. The employees' list shall include the name, position classifications and rate of pay for each employee. An updated list shall be submitted by June 30 and December 31 of each year the contract is in effect and upon termination of the contract. In case of a successor service contract, a successor CONTRACTOR shall retain for 90-day transition employment period, employees who have been employed by the terminated CONTRACTOR or its subcontractor, if any, for the preceding 12 months or longer pursuant to Section 10.36.2.

The CONTRACTOR or CITY financial assistance recipient further agrees:

(a) To pay employees a wage no less than the minimum initial compensation of \$7.25 per hour with health benefits, as described, or otherwise \$8.50 per hour, pursuant to Section 10.37.2(a);

(b) To provide at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and at least ten additional days per year of uncompensated time off pursuant to Section 10.37.2(b);

(c) To pay as least \$1.25 per hour per employee toward the provision of health benefits for the employees and the dependents pursuant to Section 10.37.3;

(d) To inform employees making less that \$12 per hour of their possible right to the federal Earned Income Credit (EIC) and make available the forms required to secure advance EIC payments from the employer pursuant to Section 10.37.4;

(e) To permit access to work sites for authorized CITY representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the CITY; and,

(f) Not to retaliate against any employee claiming non compliance with the provisions of these Ordinances and shall comply with federal law prohibiting retaliation for union organizing.

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

Company Name
Representative

Signature of Officer or Authorized

Company Address and Phone Number

Type or Print Name and Title

Date: Bid Number

Type of Service

FOR CITY USE ONLY

Determination: Bidder is Not Exempt _____

Bidder is Exempt _____ Date _____

Department/Bureau _____

Representative: _____

APPENDIX 7

CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

7. The CONTRACTOR/Borrower/Agency (hereafter CONTRACTOR) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq and its implementing regulations.
8. The CONTRACTOR will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
9. The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
10. The CONTRACTOR will require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
11. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

AGREEMENT NUMBER _____

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE