

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 AGREEMENT TO PROVIDE SERVICES RELATING TO BUS SHELTERS

2 **30651**

3 THIS AGREEMENT is made and entered, in duplicate, as of December 7,
4 2007 for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting held on December 18, 2007, by and between
6 CBS OUTDOOR, INC., a Delaware corporation, with a business address at 1731
7 Workman Street, Los Angeles, California 90031 ("CBS Outdoor") and the CITY OF
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City selected CBS Outdoor to provide services to furnish and
10 maintain bus shelters containing advertising that will resist graffiti and generate revenue
11 for the City ("Program") and CBS Outdoor is willing to do so; and

12 WHEREAS, a shelter design has already been approved by the City and
13 180 shelters have already been installed pursuant to a prior Agreement which has
14 expired;

15 NOW, THEREFORE, in consideration of the mutual terms and conditions
16 contained herein, the parties agree as follows:

17 1. SCOPE OF SERVICES.

18 A. CBS Outdoor shall have the non-exclusive right to provide
19 services for the Program and shall provide the necessary labor, supervision,
20 materials, supplies and equipment for the Program, as more fully described herein
21 and in Exhibit "A" attached hereto and incorporated herein by this reference. To
22 the extent this Agreement and Exhibit "A" are inconsistent or ambiguous, this
23 Agreement shall govern. CBS Outdoor shall have the right to refuse to install a
24 shelter at any location requested by the City in which case installation and service
25 for such bus shelter may be solicited by the City and provided by others. CBS
26 Outdoor shall have a right of first refusal for all other bus shelter services not
27 described herein.

28 B. As of January 1, 2005, CBS Outdoor has installed one

1 hundred eighty (180) bus shelters which are listed on Exhibit "B" attached to this
2 Agreement and shall maintain them during the term of this Agreement. The City
3 encourages CBS Outdoor to install more than one hundred eighty (180) bus
4 shelters. Prior to installation at each location, CBS Outdoor shall complete and
5 submit applications to and receive approval from City's Department of Public
6 Works. This approval may take the form of one or more permits issued by the
7 City. Some bus shelters may be located in the Coastal Zone or on state highways
8 and those shelters require additional permits. CBS Outdoor shall complete and
9 submit applications to and receive approval from City's Department of Planning
10 and Building and any other governmental agency or entity having jurisdiction over
11 the Coastal Zone and state highways as promptly as possible.

12 C. CBS Outdoor shall furnish and pay for electrification or solar-
13 powered illumination of all bus shelters and shall indemnify the City for costs
14 associated with same. The City will use its best efforts to assist CBS Outdoor in
15 obtaining power for such illumination.

16 D. The City may require, for any reason that the City deems
17 reasonable, permanent relocation of any bus shelter and CBS Outdoor shall
18 relocate that bus shelter and restore the site to its original condition at the sole
19 cost of CBS Outdoor. The City may require temporary removal or relocation of
20 any bus shelter for work on adjoining streets or on nearby utility facilities and CBS
21 Outdoor shall temporarily remove or relocate that bus shelter at the sole cost of
22 CBS Outdoor. CBS Outdoor shall remove or relocate any bus shelter within thirty
23 (30) days after notice from the City to do so, and time is of the essence. If CBS
24 Outdoor fails to do so within such time, then the parties agree that damages to the
25 City would be difficult or impractical to determine and CBS Outdoor shall pay to
26 the City One Hundred Dollars (\$100) per day per shelter not relocated, beginning
27 on the thirty-first day, as liquidated damages.

28 The City may permit CBS Outdoor to relocate a bus shelter, at the

1 sole cost of CBS Outdoor, if CBS Outdoor demonstrates to the City's satisfaction
2 that revenue from the shelter is insufficient to cover maintenance costs for that
3 shelter. CBS Outdoor shall not remove or relocate any bus shelter without the
4 City's prior approval.

5 E. In addition to the one hundred eighty (180) bus shelters
6 described in Subsection 1(B), the parties may also mutually agree to place bus
7 shelters at locations other than bus stops, such as taxi stands. Upon such
8 agreement, Exhibit "B" shall be supplemented with Attachment "1" to Exhibit "B" to
9 identify said locations. The terms and conditions of this Agreement shall apply, as
10 far as practicable, to these other locations.

11 2. TERM.

12 A. This Agreement shall begin at 12:01 a.m. on January 1, 2008
13 and shall end at midnight on December 31, 2008.

14 B. If CBS Outdoor is in default, and CBS Outdoor fails to remedy
15 such default within sixty (60) days after notice thereof, then the City may terminate
16 this Agreement.

17 C. Upon termination or expiration of this Agreement, CBS
18 Outdoor shall own the bus shelters installed pursuant to this Agreement. City may
19 require that CBS Outdoor remove the bus shelters and restore the locations to
20 their original condition and configuration within thirty (30) days after termination or
21 expiration of this Agreement. If CBS Outdoor fails to restore the locations, then
22 the City shall have the right to undertake the restoration and the City's cost of
23 restoration shall be paid by CBS Outdoor on receipt of an invoice for same from
24 the City.

25 3. ADVERTISING FEE. CBS Outdoor shall pay to the City (a) a
26 guaranteed base amount of One Hundred Forty Dollars (\$140) per month per shelter, or
27 (b) twenty percent (20%) of net advertising revenue per shelter, whichever of (a) or (b) is
28 greater. Net advertising revenue means the gross amount invoiced by CBS Outdoor to

1 the advertiser whose advertising appears on the shelter, less the advertising agency's
2 commission. At the end of each calendar year, CBS Outdoor may reconcile the amounts
3 paid to the City pursuant to provision (b) above with any uncollected accounts written off
4 as bad debt. CBS Outdoor shall submit satisfactory evidence of uncollected accounts no
5 later than sixty (60) days after the last day of the calendar year, and CBS Outdoor may
6 deduct any amount due to it from the next quarterly payments due to the City. The
7 amount due to the City shall be calculated monthly, for each shelter; CBS Outdoor shall
8 pay to the City all amounts due and accrued no later than thirty (30) days after the end of
9 each calendar quarter. If a new shelter is installed between the first and the fifteenth
10 days of a month, then CBS Outdoor shall pay the fee relating to the shelter for the entire
11 month; if a new shelter is installed between the sixteenth day and the end of a month,
12 then CBS Outdoor shall not owe a fee for that shelter for the month during which
13 installation occurred but shall begin paying the fee during the following month. CBS
14 Outdoor shall pay a late fee of five percent (5%) of any quarterly payment not paid when
15 due, beginning on the thirty-first day.

16 CBS Outdoor shall submit with each quarterly payment a statement
17 identifying the location of each shelter on which payment is made, the advertiser(s) on
18 each panel of each shelter, and the amount of net advertising revenue received by CBS
19 Outdoor for each panel.

20 4. ASSIGNMENT. CBS Outdoor shall not assign its rights or delegate
21 its duties hereunder, or any interest herein, or any portion hereof, without the prior
22 approval of the City, except that CBS Outdoor may assign any moneys due or to become
23 due to it with the prior approval of the City. CBS Outdoor shall not subcontract any
24 portion of the performance of services hereunder without the prior approval of the City,
25 nor substitute an approved subcontractor without the prior approval of the City. Any
26 attempted assignment, delegation or subcontracting shall be void, and any assignee,
27 delegate or subcontractor shall acquire no right or interest in this Agreement by reason of
28 such attempted assignment, delegation or subcontracting.

1 5. INSURANCE. As a condition precedent to the effectiveness of this
2 Agreement and notwithstanding any commencement date stated herein, CBS Outdoor
3 shall procure and maintain at CBS Outdoor's expense for the duration of this Agreement
4 from an insurance company that is admitted to write insurance in the State of California
5 or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following
6 insurance:

7 (a) Commercial general liability insurance or self-insurance
8 equivalent in coverage scope to an ISO CG 00 01 11 85 naming the City
9 of Long Beach, its officials, employees and agents as additional insureds
10 on an endorsement equivalent in coverage scope to an ISO CG 20 10 26
11 85 from and against all liability, claims, demands, causes of action,
12 proceedings, penalties, expenses, and costs for injury to or death of
13 persons, or damage to or loss of property arising from CBS Outdoor's
14 performance under this Agreement in an amount not less than Two Million
15 Dollars (\$2,000,000) per occurrence and not less than Four Million Dollars
16 (\$4,000,000) general aggregate. This policy shall be endorsed to waive
17 rights of subrogation against the City of Long Beach.

18 (b) Workers' compensation coverage as required by the
19 California Labor Code and employer's liability insurance in an amount not
20 less than One Million Dollars (\$1,000,000) per accident or occupational
21 illness. This policy shall be endorsed to waive rights of subrogation
22 against the City of Long Beach.

23 (c) "All Risk" Property insurance, including debris removal,
24 covering the full replacement value of the installation of improvements
25 pursuant to this Agreement. The City of Long Beach shall be named a
26 loss payee and additional insured on this coverage as its interests may
27 appear.

28 (d) Commercial automobile liability insurance equivalent in

1 coverage scope to ISO CA 00 01 06 92 in an amount not less than Five
2 Hundred Thousand Dollars (\$500,000) combined single limit per accident
3 for bodily injury and property damage covering Symbol 1 ("all autos").

4 Any self-insurance program or self-insurance retention must be approved
5 separately in writing by City and shall protect the City, its officials, employees and agents
6 in the same manner and to the same extent as they would have been protected had the
7 policy or policies not contained retention provisions. Each insurance policy shall be
8 endorsed to state that coverage shall not be suspended, voided or canceled by either
9 party except after thirty (30) days prior written notice to City, and shall be primary and not
10 contributing to any other insurance or self-insurance maintained by City.

11 CBS Outdoor shall deliver to City certificates of insurance and original
12 endorsements for approval as to sufficiency and form prior to the start of performance
13 hereunder. The certificates and endorsements shall contain the original signature of a
14 person authorized by that insurer to bind coverage on its behalf. "Claims made" policies
15 are not acceptable unless City's Risk Manager determines that "Occurrence" policies are
16 not available in the market for the risk being insured. If a "Claims made" policy is
17 accepted, it must provide for an extended reporting period of not less than one hundred
18 eighty (180) days after the termination of this Agreement. The insurance required herein
19 shall not be deemed to limit CBS Outdoor's liability hereunder. City reserves the right to
20 require complete certified copies of all policies at any time. Any modification or waiver of
21 these insurance requirements shall be made only with the approval of the City's Risk
22 Manager. The procuring of insurance shall not be construed as a limitation on liability or
23 as full performance of the indemnification provisions of this Agreement.

24 6. INDEMNITY. CBS Outdoor shall indemnify and hold harmless the
25 City, its Boards, Commissions, their officials, employees and agents (collectively in this
26 Section "City") from and against any and all liability, claims, demands, damage, causes of
27 action, proceedings, penalties, loss, costs, and expenses (including attorney's fees, court
28 costs, and expert and witness fees)(collectively "Claims" or individually "Claim"). Claims

1 include allegations and include by way of example but are not limited to: Claims relating
2 to any property damage, personal injury or death to the extent arising from the negligent
3 act or omission of CBS Outdoor, its officers, employees, agents, subcontractors, or
4 anyone under CBS Outdoor's control (collectively "Indemnitor"); CBS Outdoor's breach of
5 this Agreement; misrepresentation; willful misconduct; and Claims by any employee or
6 Indemnitor relating in any way to worker's compensation. Independent of the duty to
7 indemnify and as a free-standing duty on the part of CBS Outdoor, CBS Outdoor shall
8 defend City and shall continue such defense until the Claim is resolved, whether by
9 settlement, judgment or otherwise. CBS Outdoor shall notify the City of any Claim within
10 ten (10) days. City shall assist CBS Outdoor, as may be reasonably requested, in such
11 defense.

12 7. NONDISCRIMINATION. Subject to applicable rules and regulations,
13 CBS Outdoor shall not discriminate against any employee or applicant for employment on
14 the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV
15 status, handicap or disability. CBS Outdoor shall ensure that applicants are employed
16 and that employees are treated during employment without regard to these bases. Such
17 actions shall include but not be limited to employment, upgrading, demotion, transfer,
18 recruitment, layoff, termination, rates of pay or other forms of compensation, and
19 selection for training, including apprenticeship.

20 It is the policy of the City to encourage the participation of Minority and
21 Women-owned Business Enterprises in the City's procurement process, and the City
22 encourages CBS Outdoor to carry out this policy using approved subcontractors.

23 8. FORCE MAJEURE. Notwithstanding anything to the contrary herein,
24 the time for performance by CBS Outdoor shall be extended for a number of days equal
25 to any delay caused by the action of any governmental agency or other circumstance
26 beyond the reasonable control of CBS Outdoor as long as that circumstance is not
27 created by any act or omission of CBS Outdoor.

28 9. ADVERTISING.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

A. No advertisement on any panel shall contain any reference to or depiction of the specified anatomical areas defined in Section 21.15.110 (as amended or replaced) of the Long Beach Municipal Code, any obscene act, gesture, or word as defined in any federal, state, county, or municipal law or ordinance or in any case law, any sale or use of alcohol or tobacco products or any sale or use of illegal drugs or drug paraphernalia. If CBS Outdoor does install or permit the installation of advertising in violation of this Section, then CBS Outdoor shall remove same within twenty-four (24) hours after notice from the City to do so. If CBS Outdoor fails to remove such advertising within that time, then the City reserves the right to do so and CBS Outdoor shall pay to the City the costs incurred by the City in such removal, immediately on receipt of an invoice of those costs from the City.

B. Neither advertising in nor any part of a bus shelter shall contain a rotating, revolving or flashing lighting device.

C. CBS Outdoor shall make available to the City at least ten percent (10%) of all advertising panels at the bus shelters, which ten percent (10%) shall be calculated on the total square feet of available advertising panels, and shall install City's advertising in City's space at no charge. If the City desires that CBS Outdoor produce the advertising, then CBS Outdoor shall submit a cost estimate for the design, layout and production of City's advertising and the City will issue a separate purchase order or contract if it desires to use the production services of CBS Outdoor.

Ten percent (10%) of advertising panels made available to the City for its use shall be evenly distributed throughout all areas of the City.

D. If CBS Outdoor has not sold advertising space at one or more bus shelters, then it shall allow the City to use that space for public service announcements at no charge for the time that said space remains unsold. The City agrees that CBS Outdoor may remove the public service announcements at

1 such time that CBS Outdoor sells said space. These public service
2 announcements shall not be included in the City's allotment of ten percent (10%)
3 described above.

4 10. DEPOSIT. Prior to or concurrently with its applications to City's
5 Department of Public Works for installation of bus shelters, CBS Outdoor shall make
6 deposits with the City equal to Five Hundred Dollars (\$500) per bus shelter as assurance
7 that CBS Outdoor will perform the provisions of this Agreement. The deposit may be
8 cash, an irrevocable letter of credit in a form satisfactory to the City, or other cash
9 equivalent approved by the City. The City shall have the right to deduct the amount of
10 any liquidated damages or other costs from such deposit and, if the City does so, CBS
11 Outdoor shall immediately deposit an amount equal to the amount deducted by the City.
12 Failure of CBS Outdoor to replenish the deposit shall be a material breach of this
13 Agreement. On expiration of the Agreement, but not termination for breach, City shall
14 refund the deposit remaining, if any, within thirty (30) days after CBS Outdoor has
15 complied with Section 16 hereof.

16 11. NOTICES AND APPROVALS. Any notice or approval hereunder
17 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
18 class, postage prepaid, registered or certified, return receipt, addressed to CBS Outdoor
19 at the address first shown above, and to the City at 333 West Ocean Boulevard, Long
20 Beach, California 90802 Attn: City Manager. Notice of change of address shall be given
21 in the same manner as stated for other notices. Notice shall be deemed given on the
22 date personal delivery is made or on the date shown on the return receipt, whichever first
23 occurs.

24 12. WAIVER. The acceptance of any services or the payment of any
25 money by the City shall not operate as a waiver of any provision of this Agreement, or of
26 any right to damages or indemnity stated herein. The waiver of any breach of this
27 Agreement shall not constitute a waiver of any other or subsequent breach of this
28 Agreement.

1 13. LAW. This Agreement shall be governed by and construed pursuant
2 to the laws of the State of California and no rules pertaining to conflict of laws shall apply.
3 CBS Outdoor shall comply with all laws, ordinances, rules and regulations of and obtain
4 such permits, licenses, and certificates required by all federal, state and local
5 governmental authorities having jurisdiction over the subject matter of this Agreement,
6 including but not limited to 23 U.S.C. Sec. 131 and regulations promulgated therewith,
7 California Business and Professions Code, Section 5200 et seq., and the Long Beach
8 Municipal Code, including the requirements for a business license.

9 14. INSPECTION OF RECORDS. City shall have the right at all
10 reasonable times, by identifying City's desire to do so by telephone or facsimile at least
11 seventy-two (72) hours in advance, during the term of this Agreement and for a period of
12 five (5) years after termination or expiration of this Agreement to examine, audit, inspect,
13 review, extract information from, and copy all books, records, accounts, and other
14 documents of CBS Outdoor relating to this Agreement.

15 15. SUBORDINATION. Any mortgage, deed of trust, lien or other
16 encumbrance of CBS Outdoor shall be subordinate to all rights and ownership of the City
17 to the real property underlying the bus shelters and to the interests of the City under this
18 Agreement.

19 16. REMOVAL. Within thirty (30) days after the expiration or earlier
20 termination of this Agreement, CBS Outdoor shall remove all bus shelters wherever
21 located and shall return the locations to their original condition, at no cost to the City.

22 17. MISCELLANEOUS.

23 A. This Agreement, including exhibits, shall not be amended, nor
24 any provision or breach hereof waived, except in writing signed by the parties
25 which expressly refers to this Agreement.

26 B. This Agreement, including the exhibits, constitutes the entire
27 understanding between the parties and supersedes all other agreements, oral or
28 written, with respect to the subject matter herein.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

C. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees and court costs.

D. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity that is not a party to this Agreement.

E. This Agreement is created as a joint effort of both parties and shall not be interpreted against either party as the drafter.

F. Termination or expiration of this Agreement shall not affect rights or liabilities which accrued or existed prior to termination or expiration of this Agreement, including but not limited to Sections 2(C), 6, 9, 14 and 16.

G. Time is of the essence in the performance of all of the provisions of this Agreement.

H. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

I. If this Agreement creates a possessory interest in CBS Outdoor, then CBS Outdoor shall pay any tax associated with such interest.

J. CBS Outdoor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA"), as amended, with respect to performance of services under this Agreement and CBS Outdoor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of and liability for failure to comply with or violation of the ADA.

///
///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CBS OUTDOOR, INC., a Delaware corporation

By [Signature]
President, ~~XXXXX~~

LARRY LEVINE
(Type of Print Name)

By [Signature]
Assistant Secretary
David H. Posy
(Type or Print Name)

"CBS Outdoor"

CITY OF LONG BEACH, a municipal corporation

April 8, 2008

By [Signature] ~~ASSISTANT~~
City Manager

"City"

This Agreement is approved as to form on 3-3, 2008.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT "A"
SCOPE OF SERVICES

CBS OUTDOOR, INC. ("CBS") shall perform the services described in the Agreement and all exhibits thereto. CBS shall install, maintain, repair, clean and service bus shelters, appurtenances thereto, and an area of ten (10) feet surrounding each bus shelter, in a safe, clean, sanitary and attractive condition, free of graffiti, all in accordance with this Scope of Services and the Agreement to which this exhibit is attached.

1. Applicable Standards. All work performed in connection with any bus shelter or its site shall comply with the Standard Specifications for Public Works Construction, latest edition, the Uniform Building Code and the National Electrical Code.

2. Submission of Design. Prior to installation of any bus shelter, CBS shall submit the design to the City's Department of Planning and Building and Department of Public Works ("Public Works") for review. CBS shall build and install each bus shelter in compliance with the design submitted to these Departments, as modified if so required by the City. CBS must receive the prior written approval of the City to deviate from any design which has been reviewed by the City.

3. Site Sketch. CBS shall prepare and submit to Public Works a site sketch for each proposed shelter location showing the precise location of the bus shelter with respect to the curb line, the property line, all street fixtures (including but not limited to traffic signals, signs, trees and fire hydrants) above grade, all subgrade utility facilities, the width of the sidewalk and all alleys and driveways within the sidewalk area extending twenty (20) feet beyond each end of the bus shelter. The site sketch shall also include all land uses adjacent to the shelter, identified either as residential or commercial (including the name of businesses). CBS shall also submit a description of the electrical supply to the bus shelters or its solar illumination.

4. Site Selection and Installation.

A. The criteria for selection of sites for bus shelters shall include the following:

- 1) Sites adjoining residences shall be reviewed and approved by City's Director of Public Works;
- 2) No site shall be closer than six (6) feet to a driveway or crosswalk without the prior written consent of City's Traffic Engineer;
- 3) No site shall be over a storm drain without the prior approval of City's Director of Public Works;
- 4) All sites must be accessible to wheelchairs and shall comply with laws pertaining to access for persons with disabilities;
- 5) The location of the bus shelter shall not impede pedestrian access or traffic;
- 6) Obstruction of visibility of retail signs and display windows shall be minimized;
- 7) No site shall be farther than ten (10) feet from a bus stop sign or, if there is no sign, from the actual bus stop;
- 8) Sites shall be a bus stop that is existing at the time of execution of this Agreement or a bus stop that is subsequently added by Long Beach Transportation Company ("Transit").

B. With respect to installation, installation shall not require removal of and shall not interfere with visibility of any sign relating to a bus stop and, if CBS damages any utility facilities, streets, furniture, vegetation or private property during installation, then CBS shall repair the damage to the original or an improved condition at its sole cost.

C. If a need to relocate any sign identifying a bus stop arises, then CBS shall notify the City to seek approval of Transit for such relocation, and

City shall do so if Transit approves relocation of the sign, then the City and CBS hereby authorize Transit as the sole entity to perform the relocation.

D. If CBS desires to use a site where Transit has a bus bench, then CBS may use such site provided that: (1) CBS asks the City to seek approval from Transit to use the site; (2) after CBS receives approval, it allows Transit to remove the bench; and (3) CBS pays a removal fee of One Hundred Dollars (\$100) per bench removed.

E. If CBS desires to use a site where Transit has a bus shelter, then CBS may use such site provided that: (1) CBS asks the City to seek approval of Transit to use the site; (2) after CBS receives approval, it removes Transit's shelter; (3) CBS either delivers the shelter to Transit or disposes of it, at Transit's option, provided that CBS shall not use the following sites: shelters in the vicinity of Cherry Avenue and Anaheim Street (all corners), in the vicinity of Cherry Avenue and 68th Street, at the downtown Transit Mall, on First Street from Long Beach Boulevard to Pacific Avenue, on Pacific Avenue from Ocean Boulevard to 8th Street, on Pine Avenue from Shoreline Drive to 8th Street, on Long Beach Boulevard from Ocean Boulevard to 8th Street, on 7th Street at Channel Drive, in Queensway Bay (south of Shoreline Drive) and on Queensway Drive.

5. Design Specifications.

A. All bus shelters shall have the same design and comply with drawings which have been approved by the City. All advertising panels on bus shelters shall be locked or secured in a manner that will eliminate or discourage vandalism to the panels.

B. All shelters shall have access for wheelchairs such that a wheelchair can be placed alongside the bench that is within the shelter. In addition, there shall be adequate space on the sidewalk surrounding the bus shelter to accommodate a wheelchair and to comply with applicable laws and

regulations, including but not limited to the Americans with Disabilities Act of 1990.

C. Every bus shelter, including the advertising panels and inside seating or waiting area, shall be illuminated with electrical lighting or solar-powered lighting from dusk until dawn, 365 days per year.

D. Every bus shelter shall have a system of roof gutters to prevent water from dripping over the edges of the roof, and this system shall contain a downspout or downspouts to drain water away from the bus shelter.

E. With respect to glazing anchorage, no edge of any clear panel shall be exposed and all clear panels shall be securely held at the top and bottom. All post foundations shall comply with applicable laws and codes.

F. Every bus shelter shall have at least one (1) trash receptacle placed for maximum use and securely attached to the shelter. CBS shall submit to the City descriptions and catalog cuts of the trash receptacles it proposes to install.

G. The design shall not include or allow for the installation of telephones, vending machines, kiosks, newsracks or other devices, and CBS shall not install or allow the installation of same, without the prior written approval of City's Director of Public Works.

6. Signs. CBS shall display information relating to bus routes in and around each bus shelter, shall display the name of the nearest cross street on both ends of the roof of each shelter in letters at least three (3) inches high and two and one-half (2 1/2) inches wide, shall affix (in a conspicuous place on each shelter) a plaque identifying CBS, its address and 24-hour telephone number which can be called to report maintenance problems. Advertising shall appear only on the panels designed for advertising.

7. Supervision. CBS shall provide quality control supervisors, who are employees of CBS, at every site where a bus shelter is being installed for a minimum of

one (1) hour per working day.

8. Maintenance.

A. CBS shall maintain in a clean, safe, sanitary condition, free of litter and graffiti, and in compliance with all laws, regulations and codes all bus shelters and the area in the immediate vicinity of each bus shelter extending ten (10) feet beyond the bus shelter in all directions. Maintenance shall include but not be limited to sweeping, cleaning, washing all parts of the bus shelters, and emptying trash receptacles. CBS shall perform maintenance as necessary to satisfy City's standards, but no less than twice weekly. CBS shall steam clean each bus shelter and the public sidewalk extending ten (10) feet beyond each bus shelter in all directions at least twice per year. During its maintenance work, CBS shall not block vehicular or pedestrian travel without proper placement of signs and traffic delineation devices, and shall not perform routine maintenance during the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. unless there is an emergency. CBS shall submit a written monthly report to City's Director of Public Works summarizing its maintenance of the bus shelters for the immediately preceding month.

B. CBS shall repair or replace any bus shelter or part thereof that is damaged, vandalized or marred with graffiti within twenty-four (24) hours after notice from the City or after CBS has identified damage, vandalism or graffiti at that bus shelter. Because the failure of CBS to act timely may affect the safety and welfare of users of the bus shelters, time is of the essence. The parties agree that it would be difficult or impractical to determine the damage that the City may suffer if CBS fails to repair or replace in the time period stated herein and CBS shall pay the sum of One Hundred Dollars (\$100) per day, per shelter, in excess of twenty-four (24) hours, until CBS repairs or replaces any shelter as required in this Section. In addition to the payment of liquidated damages, if CBS fails to repair or replace as required in this Section, the City may repair, replace

or cause the repair or replacement and CBS shall pay the costs associated therewith on receipt of an invoice for same from the City; liquidated damages shall not accrue after the repair or replacement is completed.

C. CBS shall respond to emergency calls for service or maintenance within two (2) hours after receipt of the call.

D. CBS shall neither impede access to nor interfere with maintenance of street trees, parkway trees or other landscaping. CBS by executing this Agreement waives any claim against and releases the City for damage to any bus shelter or part thereof from trees or City's care of the trees. When performing maintenance or repair of a bus shelter, CBS shall not damage the trees or allow any chemical to enter the wells surrounding the trees.

EXHIBIT "B"

Existing, One Hundred Eighty (180) Bus Shelters

1	LBS077	EB 4TH STREET FS LONG BEACH BLVD.
2	LBS078	WB 4TH STREET FS ELM AVE.
3	LBS079	EB 4TH STREET FS ELM AVE.
4	LBS081	WB 4TH STREET FS LINDEN AVE.
5	LBS080	EB 4TH STREET FS LINDEN AVE.
6	LBS082	WB 4TH STREET FS ATLANTIC AVE.
7	LBS083	EB 4TH STREET FS ATLANTIC AVE.
8	LBS142	EB 7TH STREET FS XIMENO AVENUE
9	LBS192	EB 7TH STREET FS/OPP WEST CAMPUS DR.
10	LBS179	EB 8TH STREET NS LONG BEACH BLVD.
11	LBS180	WB 10TH STREET FS LONG BEACH BLVD.
12	LBS230	WB 10TH STREET FS PINE AVE.
13	LBS073	EB 10TH STREET FS CHERRY AVE.
14	LBS022	EB ARTESIA BL. FS LONG BEACH BLVD.
15	LBS064	WB ARTESIA BLVD. NS MYRTLE AVE.
16	LBS019	WB ARTESIA BLVD. FS ORANGE AVE.
17	LBS065	EB ARTESIA BLVD. FS ORANGE AVE.
18	LBS017	WB ARTESIA BLVD. FS CHERRY AVE.
19	LBS195	EB ATHERTON ST. FS XIMENO AVE.
20	LBS193	WB ATHERTON ST. FS PARK AVE.
21	LBS196	EB ATHERTON ST. FS CLARK AVE.
22	LBS157	EB ATHERTON ST. FS BELLFLOWER BL.
23	LBS164	WB ATHERTON ST. FS McNAB AVENUE
24	LBS163	EB ATHERTON ST. FS PALO VERDE AVE.
25	LBS003	NB ATLANTIC AVE. FS 6TH STREET
26	LBS043	SB ATLANTIC AVE. FS 8TH STREET
27	LBS042	NB ATLANTIC AVE. FS 8TH STREET
28	LBS041	NB ATLANTIC AVE. FS 9TH STREET
29	LBS002	SB ATLANTIC AVE. FS NEW YORK ST.
30	LBS008	NB ATLANTIC AVE. FS NEW YORK ST.
31	LBS009	NB ATLANTIC AVE. FS 16TH STREET
32	LBS110	SB ATLANTIC AVE. FS 27TH STREET
33	LBS044	SB ATLANTIC AVE. FS 36TH STREET
34	LBS111	SB ATLANTIC AVE. BIXBY ROAD
35	LBS040	NB ATLANTIC AVE. NS ARMANDO DR.
36	LBS112	SB ATLANTIC AVE. FS CARSON STREET
37	LBS046	SB ATLANTIC AVE. FS BURLINGHALL DR.
38	LBS047	SB ATLANTIC AVE. FS SAN ANTONIO DR.
39	LBS113	SB ATLANTIC AVE. FS 46TH STREET
40	LBS114	NB ATLANTIC AVE. FS 52ND STREET
41	LBS036	NB ATLANTIC AVE. FS HARDING ST.
42	LBS035	NB ATLANTIC AVE. FS ADAMS STREET
43	LBS048	NB ATLANTIC AVE. FS ALHOHA CIR.
44	LBS156	NB BELLFLOWER BLVD. FS ANAHEIM RD.
45	LBS005	SB BELLFLOWER BLVD. FS ATHERTON ST.
46	LBS087	NB BELLFLOWER BLVD. FS BRITTON DR.
47	LBS169	SB BELLFLOWER BLVD. FS LOS COYOTES DIAG.
48	LBS170	SB BELLFLOWER BLVD. FS SPRING ST.
49	LBS140	SB BELLFLOWER BLVD. FS ARBOR RD.
50	LBS093	WB CARSON ST. FS BELLFLOWER BLVD.
51	LBS092	EB CARSON ST. FS LONG BEACH TOWN CENTER
52	LBS115	EB CARSON ST. FS LOS COYOTES DIAG.
53	LBS094	WB CARSON ST. FS CLARK AVE.
54	LBS076	NB CHERRY AVE. FS 4TH STREET
55	LBS096	SB CHERRY AVE. FS WARDLOW ROAD