

BUS SHELTER LICENSE

THIS LICENSE is made effective as of this [DATE] (the "Effective Date") by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **CLEAR CHANNEL OUTDOOR, LLC**, a Delaware limited liability company ("LICENSEE").

RECITALS

The following recitals are a substantive part of this License:

- A. This License is entered into pursuant to City Council Authorization on September 12, 2023.
- B. CITY and LICENSEE desire to enter into a license for the construction, installation, maintenance, operation and administration of, and the solicitation, sale and placement of out of home advertising upon, bus shelters, including benches (together, "bus shelters"), specified hereunder and located within CITY's rights-of-way.

LICENSE

CITY AND LICENSEE MUTUALLY AGREE AS FOLLOWS:

1. GRANT OF LICENSE LICENSEE, with its local address at 19320 Harborgate Way, Torrance, CA 90501, is hereby granted for itself, its successors and assigns, subject to the terms and conditions of this License and Chapter 11.36 of the Garden Grove Municipal Code attached hereto as **Attachment "A"** and hereinafter referred to as Chapter 11.36, a non-exclusive license for a fifteen (15) year period from and after the Effective Date, to construct, install, refurbish, maintain, operate and administer, and solicit, sell and place out of home advertising upon, 88 bus shelters upon the public sidewalks within the public ways within the City of Garden Grove at those certain bus shelter locations set forth on **Attachment "B"** attached hereto and made a part hereof. This License does not include the portion of Harbor Boulevard within the Grove Resort District (Harbor Corridor Specific Plan/International West Mixed Use).
2. RIGHT OF CITY TO ISSUE LICENSE LICENSEE acknowledges and accepts the right of CITY to issue a license and LICENSEE agrees it shall not now or at any time hereafter challenge this right in any way or in any city, state, or federal court.
3. LICENSE ACCEPTANCE LICENSEE, by executing this License, guarantees performance by LICENSEE of all LICENSEE'S obligations hereunder imposed by said Chapter 11.36, and as it may be periodically amended.
4. GOVERNING REQUIREMENTS The proposal of LICENSEE shall be incorporated herein as if fully set forth herein. LICENSEE shall comply with the requirements of this License and Chapter 11.36 and all offerings contained in LICENSEE'S

proposal. In the event of any conflict, the provisions of Chapter 11.36 shall first govern, followed by provisions of this License, and finally by LICENSEE's proposal, which is attached as **Attachment "C"** hereto and incorporated herein by this reference. Notwithstanding the foregoing, in the event of any inconsistencies between this License and Chapter 11.36, LICENSEE shall be held to the higher or more stringent standard or term more beneficial to CITY as determined by CITY's Public Works Director. All definitions as set forth in Chapter 11.36 shall apply to this License. For the avoidance of doubt, CITY acknowledges that CITY has accepted LICENSEE's Proposal which has been fully incorporated herein as Attachment "C," in which LICENSEE shall implement a three (3) year plan to refurbish all eighty-eight (88) existing LICENSEE-owned shelter and bench locations and trash receptacles. During the Term, these LICENSEE-owned shelter and bench locations and trash receptacles shall be eligible for a second refurbishment as described in Attachment "C" and in the EXISTING BUS SHELTER REFURBISHING PLAN, which is attached as ATTACHMENT "E" hereto and incorporated herein by this reference. LICENSEE shall commence its work under this License within ninety (90) days of the Effective Date as described in Attachment "C."

5. FINANCIAL PROVISIONS

5.1 LICENSEE FEE LICENSEE shall provide to CITY license fee in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) annually (payable in 12 monthly payments) or 20% of gross revenue from advertising revenue, whichever is greater, as set forth in Attachment C. The compensation provisions contained in Chapter 11.36 shall apply to this License. No additional percentage of gross revenues shall be required to be paid by LICENSEE.

5.2 ACCEPTANCE OF PAYMENT BY CITY No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim CITY may have for further or additional sums payable under the provisions of this License. All amounts paid shall be subject to audit and re-computation by CITY.

6. PUBLIC SERVICE ANNOUNCEMENTS LICENSEE shall provide CITY with up to twenty percent (20%) of the total advertising space for all shelters for CITY's use for public service advertisements as requested by CITY. LICENSEE shall arrange, at its own cost and expense, service, maintenance, installation, and removal of the public service announcements upon consultation with the CITY. The CITY shall be solely responsible for the cost of poster production. Notwithstanding anything to the contrary herein, CITY shall provide LICENSEE a minimum of ten (10) business days advance written notice of its intent to place public service announcement(s) and LICENSEE shall have a reasonable

amount of time to make such space available to CITY. CITY shall provide LICENSEE with all advertising displays ready for installation on the shelters.

7. CONSTRUCTION AND MAINTENANCE REQUIREMENTS

7.1 GENERAL LICENSEE shall meet or exceed all the construction and maintenance requirements as reasonably required by CITY's Public Works Director, as set forth in Chapter 11.36 and, in addition, shall meet or exceed those material construction and maintenance requirements set out in LICENSEE's proposal. LICENSEE's failure to meet annual fee projections contained in its proposal shall not relieve LICENSEE from meeting any requirements of this License or Chapter 11.36.

7.2 CONSTRUCTION SCHEDULE Consistent with the terms of this License and Chapter 11.36, LICENSEE shall commence provision of bus shelter service in accordance with the following schedule:

7.2.1 PERMITS Prior to any installation activity, LICENSEE shall obtain permits as provided by Chapter 11.36. New permits are not required for existing permitted facilities covered under this License.

7.2.2 TIME OF INSTALLATION LICENSEE shall commence the installation or refurbishment of, and install or refurbish, the bus shelters in accordance with Attachment "C".

7.3 MAINTENANCE LICENSEE shall maintain, repair, clean and service the shelters in accordance with Chapter 11.36. LICENSEE shall provide CITY with a maintenance and cleaning schedule. Should the CITY determine that any shelter or bus bench and/or surrounding area be in need of a cleaning, LICENSEE shall clean or have cleaned, such shelter, bench and/or area within twenty-four (24) hours after written notification from the CITY.

LICENSEE shall repair, remove or replace damage, vandalism, or graffiti, including etching and other forms of graffiti and/or vandalism damage, within twenty-four (24) hours after having been found or the time of a routine maintenance call or upon written notification from the CITY.

8. UTILITIES Consistent with Chapter 11.36, LICENSEE shall pay all sums that may become due for electrical energy supplied to the benches or shelters and shall keep CITY indemnified against any and all such costs. Electrical service and facilities shall comply with the Electrical Services Scope of Work as shown on **Attachment "D"** attached hereto and incorporated herein by reference.

9. LOCATIONS

9.1 LICENSEE shall, in accordance with Attachment "C", refurbish, maintain, and operate 88 bus shelters in the City of Garden Grove. For the avoidance of doubt, LICENSEE owns the 88 bus shelters covered under this contract. Bus shelters shall be located only at the locations as shown on Attachments B and E, attached hereto and incorporated herein by this reference. There shall not be more than one (1) bus shelter per location.

10. REGULATION / REMEDIES / LIQUIDATED DAMAGES / TERMINATION FOR NON-PERFORMANCE LICENSEE shall be subject to all of the requirements of this License and Chapter 11.36 of the Garden Grove Municipal Code which are incorporated by this reference as if fully set forth.

10.1 Failure of LICENSEE to maintain, clean, repair, or remove graffiti to conform to this License shall subject LICENSEE to following liquidated damages:

Matter	Liquidated Damages	Notice
Graffiti	\$50	\$50/day starting 24 hours after written notice, except weekends and holidays to completely address/remove graffiti.
Trash	\$100	\$100/day starting 24 hours after written notice, except weekends and holidays to remove/empty trash (with exceptions where special events are taking place).
Repairs	\$50	\$50/day starting 24 hours after written notice, except weekends and holidays, if repair work is not initiated. In event of damage caused by auto accident, the bus shelter shall be entirely secured and/or removed to ensure public safety within 24 hours written notice, weekends & holidays included. The CITY may secure and/or to remove the damaged bus shelter if it deems to be an urgent situation to protect public safety.
Performance Schedule	\$100	\$100/day starting 24 hours after written notice that LICENSEE is in violation of the Performance Schedule, except weekends and holidays

10.2 In all above cases for liquidated damages, the running of the time period for LICENSEE to address a particular matter for maintenance or repair

will begin upon receipt by the LICENSEE's specified contact of written notice via e-mail, personal service, or US Mail. If LICENSEE fails to fully address the requested maintenance or repair within the time periods prescribed above after receipt of the first notice, the CITY shall provide a second written notice to LICENSEE indicating that the City shall assess liquidated damages as set forth above. LICENSEE shall not be required to pay any liquidated damages amounts unless and until the CITY provides this written notice confirming that liquidated damages will be assessed for a particular alleged failure to comply. The Parties agree that the amounts set forth above as liquidated damages constitutes a reasonable approximation of the actual damages that CITY would suffer for each failure to meet the requirements herein, considering all of the circumstances existing on the effective date of this License, including the relationship of the liquidated damages amount to the range of harm to the CITY and accomplishment of the CITY's purpose in entering into this License, the difficulty and impracticability of determining actual damages involving such issues as the dollar damages per bus shelter per day of delay and the CITY's goals in installing bus shelters and that the proof of actual damages would be costly or inconvenient.

- 10.3 Notwithstanding the foregoing, alternatively to the remedy of liquidated damages, in the event LICENSEE fails to begin and complete maintenance, repairs or removal and replacement of a bus shelter as required by this License within the prescribed time in the written notice, the CITY may, at its sole discretion, cause the correction, repair, replace, or removal of the bus shelter. LICENSEE shall pay the City its costs incurred by CITY to correct the bus shelter within thirty (30) days following receipt by LICENSEE of the CITY's invoice. If payment is not received by the due date, a late charge of five percent (5%) per month, compounded monthly, will be added.
- 10.4 In addition to the remedy of liquidated damages, CITY may terminate this License based on any of the grounds, and according to the procedure, set forth in Garden Grove Municipal Code Section 11.36.100.

11. SURRENDER / TRANSFER UPON EXPIRATION

- 11.1 Surrender. Upon expiration or termination of the term hereof, all bus shelters shall expressly remain the property of LICENSEE, subject to the City of Garden Grove's right to demand removal of the shelters and restoration of the respective public improvements to their proper and original condition at LICENSEE'S sole cost and expense.
- 11.2 Transfer. The Parties hereby agree that, in the event CITY desires to acquire the bus shelters from LICENSEE upon expiration or termination of this License, they shall negotiate the sale by LICENSEE to the CITY of all bus shelters covered by this License (the "Inventory") in their "as-is where-is" condition with all faults. Such transaction shall be

memorialized by a bill of sale (or similar instrument) that shall reflect the mutually agreed fair market value of the Inventory at the time of sale.

12. INSURANCE REQUIREMENTS

12.1 COMMENCEMENT OF WORK LICENSEE shall not commence work under this License until it has obtained all insurance required and CITY has approved the insurance. All insurance required by this License shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance. All LICENSEE's contractors and subcontractors shall carry the same insurance as that required of LICENSEE herein. LICENSEE shall collect and maintain all insurance from all of its contractors and subcontractors and ensure that all insurance complies with CITY's requirements. All insurance and copies of each policy shall be provided to CITY upon CITY's request.

12.2 WORKERS' COMPENSATION INSURANCE During the duration of this License, LICENSEE shall maintain and require each of its subcontractors to maintain Worker's Compensation Insurance, in at least the minimum amounts required by State law and with an insurance carrier acceptable to CITY.

12.3 INSURANCE AMOUNTS LICENSEE shall maintain the following insurance covering LICENSEE's obligations and activities pursuant to this License for the duration of this License:

- (a) Commercial general liability in an amount not less than \$1,000,000.00 per occurrence (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
- (b) Automobile liability for all autos in an amount of \$1,000,000.00 combined single limit (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Other insurance, in a form approved by the CITY, as set forth in Municipal Code Section 11.36.230 with a minimum combined single limit of \$1,000,000 per occurrence. Insurance companies must be reasonably acceptable to CITY, be admitted and licensed in California, and have a Best's Rating of A-, Class VII or better.
- (d) Endorsements and other Requirements.

- (1) An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 12.3(a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the LICENSEE. LICENSEE shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.
- (2) An Additional Insured Endorsement for the policy under section 12.3(b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.
- (3) For any claims related to this License, LICENSEE's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the LICENSEE's insurance and shall not contribute with it.
- (4) If LICENSEE maintains higher insurance limits than the minimums shown above, LICENSEE shall provide coverage for the higher insurance limits otherwise maintained by the LICENSEE.

12.4 CITY may, in the exercise of its sole discretion, require the minimum insurance coverages set forth in Section 12.3 to be raised up to \$2,000,000.00 by providing sixty (60) days written notice to LICENSEE pursuant to Section 18 herein.

13. PERFORMANCE BOND LICENSEE shall establish a bond in the sum of \$1,000,000.00 within forty-five (45) days after the effective date of this License to insure faithful performance of LICENSEE's covenants for construction, maintenance, repair or replacement of the shelters, timely payment of all revenues due the CITY under this License, and restoration of shelter and/or bench bus sites to the condition existing prior to installation of the shelters and/or benches, whenever a shelter and/or bench is removed or relocated. The bond shall be in a form acceptable to the City Attorney, and issued by a company licensed to do business in the State of California.

The bond shall be maintained throughout the term of this License. LICENSEE shall restore to the bond any amount the CITY withdraws as damages, within thirty (30) days after the CITY withdraws the money. Failure by LICENSEE to

maintain and/or timely restore the bond shall be deemed to be a material default and grounds for termination by the CITY. The bond shall be released by the CITY at the end of the term of this License provided LICENSEE has fully and faithfully performed each and every term, covenant, and condition of this License.

14. NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY No official or employee of CITY shall be personally liable to LICENSEE in the event of any default or breach by CITY, or for any amount which may become due to LICENSEE.
15. NON-DISCRIMINATION. LICENSEE covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this License.
16. INDEPENDENT CONTRACTOR It is agreed that in the performance of the obligations to be performed by LICENSEE, LICENSEE shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
17. COMPLIANCE WITH LAW LICENSEE shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government in the performance of activities pursuant to this License.
18. NOTICES All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

Address of LICENSEE is as follows:

Clear Channel Outdoor, LLC
Attn.: Layne Lawson, VP of Pub. Affairs
19320 Harborage Way,
Torrance, CA 90501
E-mail: LayneLawson@ClearChannel.com

(with a copy to):
CCO Legal Department
Attn: Real Estate Operations Counsel
2325 East Camelback Road, Suite 250
Phoenix, AZ 85016

Address of City is as follows:

Public Works Director
City of Garden Grove
11222 Newhope Street

(with a copy to):
Garden Grove City Attorney
11222 Acacia Parkway

Garden Grove, CA 92843
E-mail: wem@ggcity.org

Garden Grove, CA 92840
E-mail: omars@ggcity.org

19. LICENSES, PERMITS, AND FEES At its sole expense, LICENSEE shall obtain a Garden Grove Business License and all other permits and licenses as may be necessary to perform the activities required by this License or as otherwise required by Chapter 11.36.
20. FAMILIARITY WITH WORK By executing this License, LICENSEE warrants that: (1) it has investigated the work to be performed; (2) it has investigated the locations of the proposed bus shelters and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this License.
21. TIME OF ESSENCE Time is of the essence in the performance of Licensee's obligations under this License.
22. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT The experience, knowledge, capability, and reputation of LICENSEE, its principals and employees were a substantial inducement for CITY to make this License. LICENSEE shall not contract with any other entity to perform the obligations required without written approval of the CITY. This License may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If LICENSEE is permitted to subcontract of its obligations under this License, LICENSEE shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in the License shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of LICENSEE. CITY will deal directly with LICENSEE.
23. INDEMNIFICATION LICENSEE shall comply with the provisions of Section 11.36.230 of Chapter 11.36. LICENSEE shall protect, defend, and hold harmless CITY and its elective or appointive boards, members, officers, agents, employees and volunteers from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, and for any other damage claim arising out of, or in any way connected with performance of the License by LICENSEE and LICENSEE'S agents, officers, employees, subcontractors, and independent contractors. The only exception to LICENSEE'S responsibility to protect, defend, and hold harmless CITY shall be due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, contractors, employees or volunteers.

This hold harmless provision shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by LICENSEE. This indemnification provision shall survive the termination of this License and

remain in effect until all claims and liability matters pursuant to this provision are fully and finally resolved.

24. LIENS AND CHARGES LICENSEE shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by LICENSEE with respect to the bus shelters. LICENSEE shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the bus shelters by any governmental or quasi-governmental body or any Taxes levied or assessed against CITY or CITY property that are attributable to the bus shelters.
25. INTEGRATION This License constitutes the entire agreement between CITY and LICENSEE relating to this License. Any prior agreements, promises, negotiations, or representations related to this License not expressly set forth in this License are of no force and effect. Any amendment to this License shall be of no force and effect unless it is in writing and signed by CITY and LICENSEE.
26. NON-WAIVER A waiver by either party of any breach of any term covenant, or condition contained in this License shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this License whether of the same or different character.
27. AUTHORITY TO EXECUTE The persons executing this License on behalf of the parties warrant that they are duly authorized to execute this License and that by executing this License, the parties are formally bound.
28. JURISDICTION AND VENUE The parties hereto agree that the State of California is the proper jurisdiction for litigation of any matters relating to this License, and service mailed to the address of LICENSEE set forth herein shall be adequate service for such litigation. The parties further agree that Orange County, California is the proper place for venue as to any such litigation and LICENSEE agrees to submit to the personal jurisdiction of such court in the event of such litigation.
29. SEVERABILITY If any term, covenant, condition, provision or word of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, these parties have executed this License, to be effective, on the day and year first shown above.

"CITY"
CITY OF GARDEN GROVE

"LICENSEE"
CLEAR CHANNEL OUTDOOR, LLC

By: _____
City Manager

By: _____

Name: _____

Title: _____

ATTESTED:

Taxpayer ID No. _____

By: _____
City Clerk

APPROVED AS TO FORM:

If LICENSEE is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

By: _____
City Attorney

ATTACHMENT "A"

GARDEN GROVE MUNICIPAL CODE CHAPTER 11.36

Garden Grove, California Municipal Code

Title 11 PUBLIC PROPERTY

Chapter 11.36 BENCHES AND SHELTERS

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11.36.010 Short Title and Definitions

This chapter shall be known and may be cited as the “City of Garden Grove Bus Shelter Ordinance.” In this chapter, unless from the context a different meaning is intended, or unless a different meaning is specifically defined:

“Bench” means a seat located upon public property or right-of-way, along any public way, designed or used for the accommodation of passersby or persons awaiting transportation.

“Shelter” means an enclosure, whole or partial, located upon public property or rights-of-way, along any public way, designed or used for the accommodation of passersby or persons awaiting transportation. A shelter may enclose or cover a bench. When a shelter so encloses or covers a bench, the combination shall be included in the term “shelter.”

“Street” means any public thoroughfare or way including the sidewalk, the parkway, and any other public property bordering upon a public way. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.020 License Required

A. No person shall install or maintain any bench or shelter or combination thereof that incorporates advertising panels on any street unless such benches or transit shelters are installed in accordance with a license granted by the City. Installation and maintenance of benches, and shelters with or without benches, are subject to the provisions of this chapter.

B. Any bench or shelter that is in violation of the provisions of this section at the time of adoption of the ordinance codified in this chapter shall be removed within 30 days of the effective date of the ordinance codified in this chapter.

C. Any shelter or bench installed without a permit may be removed by the City without notice and at owner’s expense.

D. The grant of this license by the City is subject to whatever right, interest, or privilege others may have in the use and occupation of the sidewalks, curbs, or streets where the shelters are located. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.030 License

A. In the event that City shall issue to the applicant a nonexclusive, revocable license to construct, operate, and maintain one or more bus shelters within the City, such license shall constitute both a right and an obligation to provide such pursuant to the provisions of this chapter and the license agreement. The agreement shall include those provisions of the grantee's application that are finally accepted by the City.

B. This license is granted under the terms and conditions contained in this chapter and consistent with laws of the City, county, state and federal governments. In the terms and conditions on which the City can grant a license, the requirements of such laws shall, without exception, control.

C. This license is made subject to the general ordinance provisions of the City now in effect or hereafter made effective. Nothing in this license shall be deemed to waive the requirements of the various Codes and ordinances of the City regarding permits, fees to be paid, or manner of construction. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.040 Territory

The City may grant a license for all or any defined bus stop locations in the City. The service area shall include all bus stops defined in the license agreement. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.050 Not Exclusive License

The rights granted in this chapter are not exclusive, and during the term of a license, the City may grant to any other company or individual the right to install benches or shelters on public streets and sidewalks within its corporate limits. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.060 Permits Required

A separate permit from the City is required for each bench or shelter location, and each such permit shall be valid only for the particular location specified therein. Each permit to install a bench or shelter must state the name and address of the licensee, and be accompanied by the following:

- A. A plan showing the proposed location of each bench or shelter and such other information as the City Manager or his or her designee may require;
- B. Detailed plans and specifications of the bench or shelter showing materials of construction;

C. Affidavit or declaration of licensee reciting that licensee has caused the owner or person in lawful possession or control of the real property abutting on the public street at the place where the bench or shelter is proposed to be located to be served with a notice. Such notice shall state that licensee will file an application for a permit to erect the bench or shelter and that the person receiving such notice may object to the location of the bench or shelter and that such objection shall be filed with the City Manager or his or her designee; and

D. Performance bond as required hereafter in Section 11.36.140. Licensee shall pay all fees, costs, and permit charges regularly assessed by the City, and further agrees that the shelters shall be constructed in conformity with the Uniform Building Code, as adopted by the City Council. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.070 Term of License Permit

The term of a license shall commence at 12:01 a.m. on the day following execution of the license therefor by City, and shall continue for a term of up to a maximum of 15 years unless previously terminated as hereafter provided, or a transfer of title or control of the shelter has occurred. It is the responsibility of the transferee to apply for and obtain an original license hereunder. Such application shall be made not less than 30 days prior to such transfer. (2804 § 2, 2011; 2704 § 1, 2007; 2060 § 3, 1988)

11.36.080 Renewal

The licensee may apply for renewal of a license in the same manner as an original application. Renewal applications shall be filed not less than 90, nor more than 180 days prior to expiration of the existing license. (2804 § 2, 2011; 2704 § 2, 2007; 2060 § 3, 1988)

11.36.090 Transfer of Ownership or Control

A. Any license granted under this chapter shall be a privilege to be held for the benefit of the public. Such license cannot in any event be sold, transferred, leased, assigned, or disposed of including but not limited to, by forced or voluntary sale, merger, consolidation, receivership, or other means without the prior consent of the City, and then only under such conditions as the City may establish. Such consent as required by the City shall, however, not be unreasonably withheld.

B. The licensee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the licensee. The word "control" as used in this section is not limited to major stockholders but includes actual working control in whatever manner exercised. A rebuttable presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation by any person or group of persons of 10% of the voting shares of the licensee. Every change, transfer, or acquisition of control of the licensee shall make the license subject to cancellation unless and until the City shall have consented thereto, which consent will not be unreasonably withheld. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the City may inquire into the qualification of the prospective controlling party, and the licensee shall assist the City in any such inquiry.

C. The City agrees that any financial institution having a pledge of the license or its assets for the advancement of money for the construction and/or operation under the license shall have the right to notify the City that it or its designee satisfactory to the City will take control, operate, and maintain the bus shelters and benches under such license, and subject to the terms of this chapter. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.100 Termination

A. GROUND FOR REVOCATION. The City reserves the right to revoke any license granted hereunder and rescind all rights and privileges associated with the license in the following circumstances, each of which shall represent a default and breach under this chapter and the license:

1. If the licensee shall default in the performance of any of its material obligations under this chapter or under such documents, contracts and other terms and provisions entered into by and between the City and the licensee;
2. If the licensee should fail to provide or maintain in full force and effect the liability and indemnification coverages or the performance bonds as required in this chapter;
3. If any court of competent jurisdiction determines that any material provision of the license documents, including this chapter, is invalid or unenforceable;
4. If the licensee ceases to provide services for any reason within the control of the licensee. The licensee shall not be declared at fault or be subject to any sanction under any provision of this chapter in any case in which performance of any such provision is prevented for reasons beyond the licensee's control. A fault shall not be deemed to be beyond the licensee's control if committed by a corporation or other business entity in which the licensee holds a controlling interest, whether held directly or indirectly;
5. If the licensee attempts to evade any of the provisions of this chapter or the license agreement or practices any fraud or deceit upon the City; or
6. The licensee becomes insolvent, unable, or unwilling to pay its debts, or is adjudged bankrupt.

B. PROCEDURE PRIOR TO REVOCATION.

1. The City may make written demand that the licensee comply with any such requirement, limitation, term, condition, rule, or regulation or correct any action deemed cause for revocation. If the failure, refusal, or neglect of the licensee continues for a period of 30 days following such written demand, the City may place its request for termination of the license upon a regular City Council meeting agenda. The City shall cause to be served upon such licensee, at least 10 days prior to the date of such City Council meeting, a written notice of this intent to request such termination, and the time and place of the meeting.

2. The City Council shall hear any persons interested therein, and shall determine, in its discretion, whether or not any failure, refusal, or neglect by the licensee was with just cause.

3. If such failure, refusal, or neglect by the licensee was with just cause, the City Council shall direct the licensee to comply within such time and manner and upon such terms and conditions as the City Council determines.

4. If the City Council shall determine such failure, refusal, or neglect by the licensee was without just cause, then the City Council may, by resolution, declare that the license of such licensee shall be terminated and bond forfeited.

C. DISPOSITION OF FACILITIES. In the extent a license expires, is revoked, or otherwise terminated, the City may order the removal of the shelters and benches or require the original licensee to maintain and operate the shelters and benches until a subsequent licensee is selected.

D. CITY'S RIGHT NOT AFFECTED. The termination and forfeiture of any license shall in no way affect any of the rights of the City under the license or any provision of law. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.110 Location

A. Benches or shelters shall be installed only at those certain site locations as expressly approved by the Director of Public Works. Benches or shelters shall be located only at active bus stops. If a bus stop is discontinued, the bench or shelter shall be removed and the site restored to its original condition by licensee at its sole expense within 14 days following written notification by the Director of Public Works. The precise location of the benches or shelters at each such site shall be approved by the Director of Public Works and the Transit Agency serving such bus stop prior to the issuance of a building permit therefor. The precise location of the benches or shelters shall generally, in addition to any other applicable provisions hereof, comply with each of the following requirements:

1. A location shall be selected generally in accordance with the needs and priorities of the City;
2. If the property owner, tenant, or person in lawful possession or control of the property abutting the street at proposed shelter location objects to such proposal, the shelter shall not be permitted at that location;
3. No bench or shelter shall be permitted to block existing business signs on neighboring property;
4. No bench or shelter shall be located over storm drain openings or similar structures;
5. No bench or shelter shall be located so as to interfere with the growth of parkway trees;
6. The bench or shelter shall be located no less than 15 feet from any driveway, driveway apron or curb cut;
7. The bench or shelter structure including the roof shall be set back a minimum of 24 inches from the face of the curb;
8. The bench or shelter shall be placed to allow on the sidewalk an unobstructed pedestrian travel-way of 36 inches minimum, four feet preferred;

9. Benches or shelters, in relationship to oncoming buses, may be placed either on the near or far side of the intersection; however, if the curb lane on the near side of the intersection is a right-turn-only lane, the bench or shelter shall be placed only on the far side of such intersection. Any bench or shelter rendered nonconforming by subsequent installation of a right-turn-only lane, licensee shall move the bench or shelter to conform or remove such bench or shelter at expense of licensee. The placement must be approved by the Director of Public Works for satisfactory visibility based on design speed of adjacent highway;

10. As each site is different, no set of location/placement specifications can be entirely satisfactory. Thus, additional consideration shall be given to the unique characteristics of each location, such as street function or appurtenances, features of adjacent properties, and vehicular/pedestrian movements;

11. Any of the above requirements in this section may be waived by City at its sole discretion, if in the interest of public convenience or necessity; and

12. The bench or shelter's material shall reflect a responsible and compatible design with the surrounding area.

B. This section shall not be construed to prohibit installation of benches or shelters by the City for public convenience in any public place, provided the benches or shelters do not display advertising. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.120 Time of Installation

Licensee shall install the first bench or shelter within 60 days from and after the date of issuance of the license, and shall install each remaining authorized bench or shelter within successive 15-day periods from each preceding date for installation. In the exercise of his or her discretion, the Director of Public Works may extend the time limits set forth herein. Time is of the essence in installation of benches or shelters. (2804 § 2, 2011; 2704 § 3, 2007; 2060 § 3, 1988)

11.36.130 Installation

A. Licensee shall obtain all requisite permits and licenses, including building and electrical permits, from the City prior to the construction of any shelter. (Reference Chapter 11.12, Structures in Streets.)

B. The installation shall be plumb, level, true, neat, and rigid in every respect, and in accordance with engineering drawings and the specifications.

C. All benches or shelters shall be on concrete pads with the concrete extending from the shelter to the back of curb. Installation of sidewalk approach and ramps to such bench or shelter may be necessary as determined by the Director of Public Works.

D. The installation base shall be a relatively smooth and level concrete floor with no more than about one and one-half to two percent cross slope and no (or slight) longitudinal slope. Other slope specifications may be approved for reasons of drainage or structural integrity.

E. Where installation of benches or shelters requires the disturbing of existing pavement, excavation and restoration of pavement shall be performed in a manner satisfactory to the Director of Public Works. Any necessary removal of existing sidewalk shall be taken to the nearest scoreline unless otherwise approved by the Director of Public Works.

F. Before any excavation for trench work or for foundation work is to begin, the existing sidewalk shall be sawcut in order to provide a neat excavation and restoration.

G. Where existing curbing is found to be in good condition and presents no hazard to bus stop users, such curbing shall not be disturbed during the installation of the bench or shelter. Conduit shall be passed under the curb in a manner that does not affect the curbing.

H. Where existing curbing is found to be in a condition that presents a potential hazard to bus stop users, such curbing shall be repaired or replaced by the licensee concurrently with construction of the bench or shelter. All aspects of this work shall comply with City standard specifications and all details of the work shall be shown on the site plan.

I. Electrical and telephone service lines shall be underground, except as waived by the City Engineer.

J. Immediately prior to acceptance, the licensee shall clean the entire shelter in strict accordance with the various materials manufacturer's directions.

K. The licensee shall remove all excess materials and restore the work area to its original condition.

L. If the licensee's work results in any damage to utilities, street furniture, vegetation or private property, it will be his or her responsibility to restore or repair the damaged items or properties so that they will be in the original, or better, condition. Any costs involved will be borne solely by the licensee.

M. Any of the above provisions of this section may be waived by the City at its sole discretion.

N. Licensees shall install and maintain trash receptacles next to the benches. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.140 Security Deposits

Before the issuance of any permits for the installation of any bus shelter, the licensee shall, as directed by the City, make a cash deposit or provide a performance bond in a form acceptable to the City Attorney, in the amount approved by the City Council resolution. (2804 § 2, 2011; 2704 § 4, 2007; 2290 § 1 (15), 1994; 2151 § 1, 1990; 2060 § 3, 1988)

11.36.150 Compensation

A. In consideration of the authorization granted, licensee shall pay to the City a fee in the amount as designated in the license. In the City's discretion, the fee may be a specified percentage of the gross advertising revenues received by licensee for the rental of advertising space in and on each bench or shelter, a minimum basic fee per month per bus shelter or bench, a flat fee per month for all bus shelters or benches to be installed and maintained pursuant to the license, or such other fee as the City determines is appropriate.

B. Licensee shall make payment to the City on a monthly basis, such payment to commence upon the date of commencement of installation of the respective bench or shelter, or as otherwise provided in the license. Such monthly payment shall be made to the City in advance on or before the 1st day of each month for the next following monthly period.

C. All payments from licensee to the City based in whole or in part on a percentage of gross advertising revenues shall be supported by a statement of account showing all bench or shelter locations and revenues received.

D. Licensee shall allow inspection of its books and records by City officials as authorized by the City Manager or Finance Director at licensee's office during reasonable business hours to determine revenues due to the City.

E. If the fee paid by the licensee to the City is based in whole or in part on a percentage of gross advertising revenues, licensee shall provide quarterly reports (unaudited) concerning gross advertising receipts derived from benches or shelters within the City to the Finance Director within 30 days after the conclusion of each calendar quarter.

F. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable under this chapter or for the performance of any other obligation of the licensee. In the event that any payment or recomputed amount is not made on or before the dates specified in this section, licensee shall pay as additional compensation:

1. An interest charge, computed from such due date, at the annual rate equal to the commercial prime interest rate in effect upon the due date.

2. A sum of money equal to five percent of the amount due in order to defray those additional expenses and costs incurred by the City by reason of delinquent payment.

G. As part of the consideration to be paid to the City by licensee for granting of the license, the City may require licensee to provide the City with up to 20% of the total advertising space on each bench or shelter for the City's use for public service advertisements, as requested by the City. (2804 § 2, 2011; 2704 § 5, 2007; 2060 § 3, 1988)

11.36.160 Maintenance

A. Licensee shall maintain, repair, clean, and service the shelters. Licensee shall be at liberty to enter upon and into shelters at any reasonable time with personnel and all necessary materials, including but not limited to electric wires, meters, clock work machinery, and other items reasonably necessary for making such shelter effective. All such work shall be performed at the sole expense of licensee. Each bench or shelter shall be cleaned not less than two times per week.

B. Licensee shall comply with each of the following requirements:

1. Such bench or shelter shall display, in a conspicuous place thereon, the name, address, and telephone number of licensee; and

2. Licensee shall, at its sole expense, maintain such bench or shelter in a neat, attractive, safe, and sanitary manner at all times during the term of this license or any extension thereof. Routine maintenance and cleaning, including emptying of trash receptacles and related services, shall be provided the bench or shelter by licensee at least once per week. Any damaged, defective, defaced, or worn out part of the bench or shelter shall be repaired or replaced by licensee within 48 hours following discovery thereof by licensee or receipt of notice thereof by licensee from the City, whichever is earlier; provided, however, that any condition that, in the opinion of the Director of Public Works, constitutes a safety hazard shall be corrected, repaired, replaced or removed by licensee immediately upon notification thereof by the City. In the event licensee fails to repair or replace such bench or shelter within the time herein specified, the City may at its sole discretion, cause the repair or removal of the bench or shelter and apply licensee's cash deposit toward the cost thereof, in whole or part. Any costs not so applied shall be paid directly to the City by licensee within 10 days following receipt by licensee of an invoice therefor. Licensee shall, at its sole expense, be responsible for the restoration of all sidewalks, curbs, streets, or other public improvements that are disturbed during, or as the result of the construction, maintenance, or removal of the bench or shelter. Such improvements shall be restored to a condition at least comparable to that which existed immediately prior to licensee's activities. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.170 Costs of Improvement

Licensee shall pay all costs and expenses for:

A. The design, construction, maintenance, and removal of the benches and shelters; and

B. The restoring to proper condition of the sidewalks, curbs, or streets that may be disturbed during the construction or removal of any bench or shelter. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.180 Removal for Public Improvements

Licensee shall remove any bench or shelter that will interfere in any way with the construction, maintenance, or repairs of any public utilities, public works, or public improvements of any description, and restore the respective sidewalks and curbs to their proper and original condition if so required by the City; the cost and expense of such removal and restoration shall be borne by licensee. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.190 Limitations on Advertising Display

Licensee agrees that it shall utilize any authorized bench or shelter for advertising material only in accordance with the following:

- A. No advertising shall be permitted on any bench located within a shelter that displays advertising;
- B. Advertising display area shall not exceed maximum dimensions of four feet by six feet;
- C. No advertisement or sign on any shelter shall be displayed except in the area designated for advertising;
- D. No advertising or sign on any shelter shall display or depict any specified sexual activity or specified anatomical area as described in Section 9.16.020.070.B.1;
- E. No advertisement or sign on any shelter shall display any word, phrase, symbol, or character likely to interfere with, mislead, or distract traffic or conflict with any traffic-control device;
- F. Licensee shall remove all such advertising within 24 hours after the City serves notice upon licensee requiring the removal of such advertising pursuant to this section;
- G. No advertising for tobacco products or alcoholic beverages shall be displayed. Any advertising in violation of this section may be summarily removed by the City at expense of licensee; and
- H. No advertising shall be permitted on those shelters provided by the licensee as nonadvertising benches or shelters under the provisions of the program. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.200 Removal of Shelter

A. Licensee shall retain the right to remove any bench or shelter upon 30 days notice to the City in the event the federal, state, municipal, or other proper authorities should, after the effective date of the ordinance codified in this chapter, establish any rules, regulations, or taxations that shall so restrict location, construction, maintenance, or operation of the benches or shelters as to substantially diminish the value of the benches or shelters for advertising purposes, or in the event of "chronic vandalism," as hereinafter defined.

B. In the event the City fails to receive notice of renewal of the permit not less than 90 days before the expiration date thereof, or fails to receive renewal of the performance guarantee bond, the comprehensive general liability insurance, or any of them, not less than 30 days before the expiration date thereof, or in the event either or both the performance bond or comprehensive general liability insurance are cancelled and no evidence of equal coverage is filed with the City not less than 30 days prior to the expiration date of either coverage, or upon termination of the license for any reason, licensee agrees to immediately remove all of its benches or shelters and if it fails to do so within 30 days after notice to do so is mailed by the City, the City shall have the right to remove the benches or shelters and licensee agrees to pay to the City, City's costs for such removal and site restoration.

C. "Chronic vandalism" shall be defined as damages inflicted to an individual bench or shelter during any six-month period that require cumulative expenditures for replacement and repair that exceed the original cost of construction and installation of the bench or shelter.

D. Upon removal of any or all benches or shelters erected by licensee hereunder, all material shall be removed from the site, including, but not by way of limitation, all wires. The site shall be restored to the condition as it existed prior to installation of the bench or shelter, including complete restoration of any sidewalk upon which the bench or shelter was located. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.210 Utilities

Licensee shall pay all sums that may become due for electrical energy supplied to the benches or shelters and shall keep the City indemnified against any and all such costs. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.220 Taxes

Licensee shall be solely responsible and liable for payment of any and all property taxes levied upon possessory or other interests that may arise by virtue of the grant of a franchise or license to licensee under this chapter. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.230 Insurance

A. INDEMNIFICATION. Licensee will indemnify and save harmless the City, its officers, agents, servants, and employees, against all claims, costs, expenses, damages, liabilities, and judgments of every kind and character, resulting by reason of the erection, maintenance, operation, or removal of any of the benches or shelters subject of the license granted pursuant to this chapter, sustained or claimed by any person, firm, or corporation whomsoever and whatsoever, caused or alleged to have been caused, directly or indirectly, by an act or omission, negligent or otherwise, of licensee, its agents, servants, and employees, or occasioned by any work performed by licensee or by the permission granted by the City in this chapter, and shall defend any such action or suit brought against those so indemnified, and shall pay all costs and expenses of whatsoever nature resulting therefrom, and in connection therewith and to pay, on behalf of those so indemnified, the amount of any judgment that may be entered against any of them in any such action or suit.

B. **INSURANCE.** Licensee shall at all times carry on all operations hereunder, bodily injury and property damage liability insurance, including automotive bodily injury and property damage liability insurance, in forms and underwritten by insurance companies satisfactory to the City for: all operations, subcontract work, contractual obligations, product, or completed operation, all owned vehicles and non-owned vehicles. Such insurance coverage obtained by licensee shall name the City, its officers, agents, and employees and all public agencies as determined by the City as additional insureds on such policies. Licensee shall require its insurer to waive its subrogation rights against the City and agrees to provide certificates evidencing the same.

1. Before licensee performs any work at, or prepares or delivers materials to, the sites of construction, licensee shall furnish to the City certificates of insurance subject to approval of the City Attorney. Certificates shall provide the name and policy number of each carrier and policy and indicate that the insurance is in force and will not be cancelled without 30 days' written notice to the City. All of the foregoing insurance coverages shall be maintained in force until the work is fully completed and accepted by the City.

2. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification under this section and the license. The following insurance coverage shall be obtained and maintained: not less than \$1,000,000.00 combined single limit coverage for all items:

- a. Bodily injury liability and automotive bodily injury liability (including non-ownership and hired cars);
- b. Property damage liability and automotive property damage liability;
- c. General public liability insurance; and
- d. Products liability insurance.

3. The City Manager may, in his or her sole discretion, require the above minimum insurance coverages to be increased to up to \$2,000,000.00 upon giving 60 days' written notice to licensee.

4. The Finance Director shall at all times have the right to demand the original or a copy of all such policies of insurance. All premiums on the insurance required in this section shall be prepaid by the principal insured and shall not be an obligation of the City.

C. **WORKERS' COMPENSATION.** Licensee shall comply with all applicable provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Divisions 4 and 5 of the California [Labor Code](#) and all amendments thereto; and all similar state or federal acts or laws applicable; and shall indemnify and hold harmless the City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including attorney's fees and costs presented, brought, or recovered against the City, for or on account of any liability for failure to obtain Workers' Compensation Insurance. Licensee shall furnish evidence of workers' compensation and employer's liability insurance with limits of at least statutory coverage to the City in such form as is acceptable to the City Attorney. (2804 § 2, 2011; 2704 § 6, 2007; 2060 § 3, 1988)

11.36.240 Transfer of Ownership

Whenever a bench or shelter for which a permit has been issued, has been sold or title or control thereof is transferred, a new permit must be obtained by the new owner. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.250 Permit Index File

The Director of Public Works shall keep and maintain an index file of all permits granted or renewed under the provisions of this chapter, and shall furnish a copy of all permits granted or renewed to the City Clerk. The Director of Public Works shall make annual surveys as to the location and condition of all such benches and shelters permitted in this chapter. (2804 § 2, 2011; 2704 § 7, 2007; 2060 § 3, 1988)

11.36.260 Enforcement

The Director of Public Works shall enforce the provisions of this chapter. (2804 § 2, 2011; 2060 § 3, 1988)

Contact:

City Clerk: 714-741-5040

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ATTACHMENT "B"
BUS STOPS/BUS SHELTER LOCATIONS



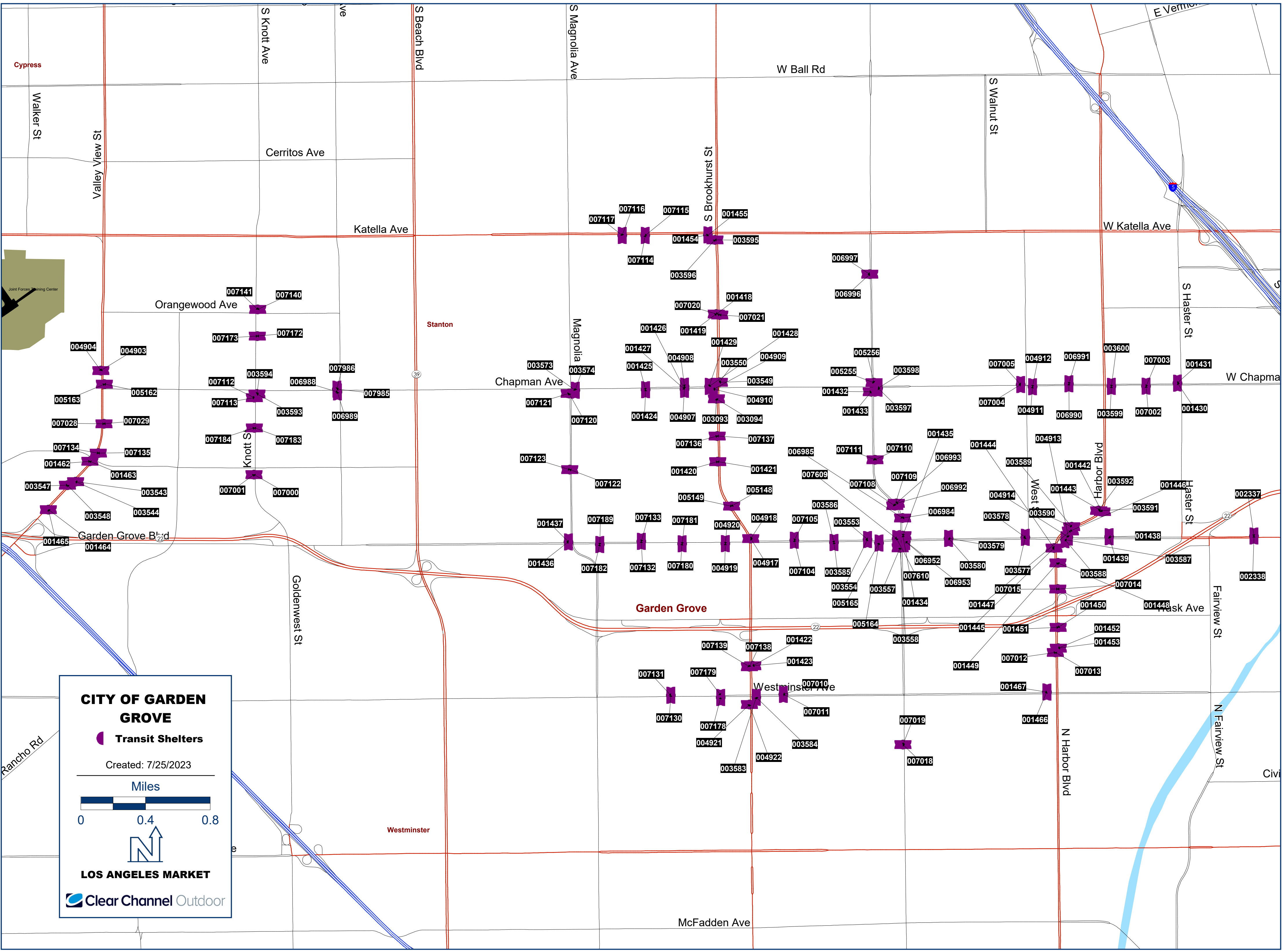
Line	Site Code	Panel ID	Area Name	Street One	Street two	Latitude	Longitude
1	801368	7136 7137	Garden Grove	Brookhurst	Bixby	33.78402516	-117.95880497
2	802693	3549 3550	Garden Grove	Brookhurst	Chapman	33.78909408	-117.958553708
3	804731	3093 3094	Garden Grove	Brookhurst	Chapman	33.787528925	-117.958901051
4	800133	4917 4918	Garden Grove	Brookhurst	Garden Grove	33.77436	-117.955
5	803016	3595 3596	Garden Grove	Brookhurst	Katella	33.802505	-117.959053
6	801990	1420 1421	Garden Grove	Brookhurst	Lampson	33.781604295	-117.958750591
7	801304	7020 7021	Garden Grove	Brookhurst	Orangewood	33.795434659	-117.958519904
8	801991	1418 1419	Garden Grove	Brookhurst	Orangewood	33.795524449	-117.958918099
9	800259	5148 5149	Garden Grove	Brookhurst	Stanford	33.777422776	-117.957169026
10	801993	1422 1423	Garden Grove	Brookhurst	Traylor	33.762376704	-117.954783067
11	800135	4921 4922	Garden Grove	Brookhurst	Westminster	33.758732149	-117.955156258
12	801369	7138 7139	Garden Grove	Brookhurst	Woodbury	33.76229797	-117.95515448
13	801994	1428 1429	Garden Grove	Chapman	Brookhurst	33.788699546	-117.959708742
14	801288	6990 6991	Garden Grove	Chapman	Buaro	33.788943	-117.918945
15	801995	1426 1427	Garden Grove	Chapman	Garden Promenade	33.788429504	-117.962499544
16	801996	1424 1425	Garden Grove	Chapman	Gilbert	33.788398917	-117.966918946
17	801997	1430 1431	Garden Grove	Chapman	Haster	33.789003637	-117.906619024
18	801294	7002 7003	Garden Grove	Chapman	Summerset	33.788727999	-117.91018732
19	801295	7004 7005	Garden Grove	Chapman	West	33.78888743	-117.924397658
20	801287	6988 6989	Garden Grove	Chapman	Western	33.788179886	-118.0018603
21	800128	4909 4910	Garden Grove	Chapman Av	Brookhurst	33.788447672	-117.959203881
22	803027	3597 3598	Garden Grove	Chapman Av	Euclid	33.78853332	-117.940567867
23	803038	3599 3600	Garden Grove	Chapman Av	Harbor Blvd	33.788704352	-117.914125477
24	802895	3573 3574	Garden Grove	Chapman Av	Magnolia	33.788343604	-117.974890662
25	800127	4907 4908	Garden Grove	Chapman Av	Von's Pavilion	33.78871456	-117.962515489
26	800129	4911 4912	Garden Grove	Chapman Av	West	33.78866213	-117.923066351
27	801755	7985 7986	Garden Grove	Chapman Av	Western Av	33.788449589	-118.001921963
28	801284	6984 6985	Garden Grove	Euclid	Acacia	33.77630548	-117.937796057
29	801303	7018 7019	Garden Grove	Euclid	Business Center	33.754945201	-117.93774194
30	801950	1432 1433	Garden Grove	Euclid	Chapman	33.788198536	-117.941336297



Line	Site Code	Panel ID	Area Name	Street One	Street two	Latitude	Longitude
31	801998	1434 1435	Garden Grove	Euclid	Garden Grove	33.774638649	-117.937747918
32	801354	7110 7111	Garden Grove	Euclid	Lampson	33.78179138	-117.94091463
33	801291	6996 6997	Garden Grove	Euclid	Palma Vista	33.79927913	-117.941512796
34	801289	6992 6993	Garden Grove	Euclid	Stanford	33.77769	-117.938502
35	801353	7108 7109	Garden Grove	Euclid	Stanford	33.77745965	-117.93868303
36	800322	5255 5256	Garden Grove	Euclid St	Chapman	33.789061689	-117.941033148
37	802735	3557 3558	Garden Grove	Euclid St	Garden Grove	33.773494373	-117.938066294
38	801393	7182 7189	Garden Grove	Garden Grove	Cannery	33.773803872	-117.97211396
39	801266	6952 6953	Garden Grove	Garden Grove	Euclid	33.774073806	-117.937437597
40	801392	7180 7181	Garden Grove	Garden Grove	Galway	33.773864856	-117.962784727
41	801366	7132 7133	Garden Grove	Garden Grove	Gilbert	33.77409532	-117.96739608
42	803245	1436 1437	Garden Grove	Garden Grove	Magnolia	33.77404287	-117.975673319
43	801351	7104 7105	Garden Grove	Garden Grove	Nutwood	33.77421349	-117.95006096
44	801999	1438 1439	Garden Grove	Garden Grove	Palm	33.774533146	-117.914378977
45	802928	3579 3580	Garden Grove	Garden Grove Blvd	9th St	33.774388244	-117.932582246
46	801549	7609 7610	Garden Grove	Garden Grove Blvd	Euclid	33.774356814	-117.938461959
47	800130	4913 4914	Garden Grove	Garden Grove Blvd	Harbor Blvd	33.774504332	-117.918998916
48	802973	3587 3588	Garden Grove	Garden Grove Blvd	Harbor Blvd	33.77424954	-117.919377846
49	800134	4919 4920	Garden Grove	Garden Grove Blvd	Kerry Av	33.77388887	-117.957876541
50	800268	5164 5165	Garden Grove	Garden Grove Blvd	Main	33.773950279	-117.940461256
51	802713	3553 3554	Garden Grove	Garden Grove Blvd	Main	33.774269211	-117.941762702
52	802962	3585 3586	Garden Grove	Garden Grove Blvd	Nelson	33.773996	-117.945575
53	802917	3577 3578	Garden Grove	Garden Grove Blvd	West	33.774492483	-117.923875131
54	801301	7014 7015	Garden Grove	Harbor	Flagstone	33.769616519	-117.920202376
55	802000	1446 1447	Garden Grove	Harbor	Garden Grove	33.775085991	-117.918775858
56	802001	1448 1449	Garden Grove	Harbor	Garden Grove	33.77206693	-117.920173395
57	802002	1444 1445	Garden Grove	Harbor	Garden Grove	33.773464775	-117.920614236
58	802004	1442 1443	Garden Grove	Harbor	Palm	33.776884	-117.915206
59	802005	1450 1451	Garden Grove	Harbor	Trask	33.765999049	-117.920153098
60	801300	7012 7013	Garden Grove	Harbor	Woodbury	33.763629	-117.920474



Line	Site Code	Panel ID	Area Name	Street One	Street two	Latitude	Longitude
61	802006	1452 1453	Garden Grove	Harbor	Woodbury	33.764028622	-117.92013348
62	802984	3589 3590	Garden Grove	Harbor Blvd	Buaro	33.775485723	-117.918613822
63	802995	3591 3592	Garden Grove	Harbor Blvd	Palm	33.777013	-117.91557
64	802007	1454 1455	Garden Grove	Katella	Brookhurst	33.80297111	-117.959868935
65	801357	7116 7117	Garden Grove	Katella	Garza	33.80293414	-117.96956331
66	801356	7114 7115	Garden Grove	Katella	Gilbert	33.802934	-117.966964
67	801394	7183 7184	Garden Grove	Knott	Belgrave	33.784795304	-118.011278484
68	801355	7112 7113	Garden Grove	Knott	Chapman	33.78764099	-118.01127434
69	801293	7000 7001	Garden Grove	Knott	Lampson	33.780381005	-118.011308723
70	801387	7172 7173	Garden Grove	Knott	Leilani	33.793442151	-118.010944367
71	801371	7140 7141	Garden Grove	Knott	Orangewood	33.79595994	-118.01089078
72	803006	3593 3594	Garden Grove	Knott Av	Chapman	33.787987683	-118.010969123
73	801360	7120 7121	Garden Grove	Magnolia	Chapman	33.7880311	-117.97558218
74	801361	7122 7123	Garden Grove	Magnolia	Lampson	33.78086174	-117.97552854
75	801309	7028 7029	Garden Grove	Valley View	Bellgrave	33.78517323	-118.02832514
76	802661	3543 3544	Garden Grove	Valley View	Cerulean	33.779729	-118.031539
77	802683	3547 3548	Garden Grove	Valley View	Cerulean	33.779390032	-118.032465055
78	800125	4903 4904	Garden Grove	Valley View	Chapman	33.790184242	-118.028679861
79	800267	5162 5163	Garden Grove	Valley View	Chapman	33.788918519	-118.02828057
80	801367	7134 7135	Garden Grove	Valley View	Lampson	33.78241114	-118.02895814
81	803335	1462 1463	Garden Grove	Valley View	Lampson	33.781646758	-118.029905496
82	802010	1464 1465	Garden Grove	Valley View	Tiffany	33.777089833	-118.034622116
83	802011	1466 1467	Garden Grove	Westminster	Harbor	33.759921	-117.921433
84	801365	7130 7131	Garden Grove	Westminster	Bushard	33.75959757	-117.96407014
85	801299	7010 7011	Garden Grove	Westminster	Dawson	33.759680201	-117.951315246
86	801390	7178 7179	Garden Grove	Westminster	Kerry	33.759386752	-117.958401281
87	802951	3583 3584	Garden Grove	Westminster Av	Brookhurst	33.759409	-117.95438




CITY OF GARDEN GROVE

 **Transit Shelters**

Created: 7/25/2023

Miles

0 0.4 0.8



LOS ANGELES MARKET

 Clear Channel Outdoor

ATTACHMENT "C"
LICENSEE'S PROPOSAL



PROPOSAL FOR THE CITY OF GARDEN GROVE

IN RESPONSE TO REQUEST FOR PROPOSAL RFP NO. S-1301

Provide Construction, Installation, Maintenance, Operation and Administration of bus shelters and benches within the City of Garden Grove right-of-way



Attachment "B"

Table of Contents

I. Cover Letter - Page 1

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III. Background and Project Summary - Page 8

IV. Methodology - Page 10

V. Qualifications - Page 12

VI. Exceptions, Deviations and Comments - Page 16

VII. Appendix Page 17

COVER LETTER

SUBMITTED VIA PLANETBIDS
(City of Garden Grove)

December 14, 2022

Sandra Segawa
Purchasing Division Manager
City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92840

RE: Clear Channel Outdoor LLC.'s Response to the City of Garden Grove (City) Request for Proposal for construction, installation, maintenance, operation and administration of bus shelters and benches.

Dear Ms. Segawa:

As your incumbent bus shelter and bus bench service, maintenance, and advertising provider, Clear Channel Outdoor, Inc. (CCO) is pleased to submit the enclosed proposal to the City of Garden Grove for construction, installation, maintenance, operation and administration of bus shelters and benches request for proposal.

With more than 240,000 displays under management, Clear Channel Outdoor is one of the largest outdoor advertising companies in the U.S. In Southern California, our flagship market, CCO manages and maintains over 9,000 displays, including 3,000 bus shelter and transit assets. Of our 30 city and municipality partners in the Southern California region, Garden Grove continues to be an integral part of the Clear Channel family.

The following proposal demonstrates our determination and ability to continue serving as the City's bus shelters, bus benches, and advertising partner by delivering an aesthetically pleasing and sustainable transit amenity program and a level of customer service unparalleled in the market. As such, CCO proposes to maintain the existing inventory of bus shelters and bus benches currently deployed in the City, along with a robust refurbishment, maintenance, repair, and/or replacement program. Details of our proposal are further discussed in the RFP proposal. CCO is proposing to work collaboratively with the City to deliver the best possible transit amenity program.

We look forward to an opportunity to discuss this proposal in further detail with you and your colleagues. In the meantime, please let us know if you have any questions. This proposal shall remain valid for one hundred eighty (120) days from the submitted date.

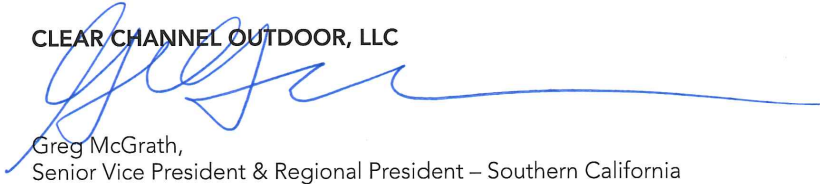
COVER LETTER

CCO's primary contact for this RFP proposal is Layne Lawson, Vice President of Public Affairs. Layne can be reached at (310) 755-7234 or LayneLawson@ClearChannel.com. CCO's Southern California Offices, based at 19320 Harborgate Way, Torrance, CA 90501.

We thank you for this opportunity and respectfully present our response to your request for proposal.

Sincerely,

CLEAR CHANNEL OUTDOOR, LLC

A handwritten signature in blue ink, appearing to read 'Greg McGrath', with a long horizontal flourish extending to the right.

Greg McGrath,
Senior Vice President & Regional President – Southern California

II CITY-REQUIRED DOCUMENTS

RFP No. S-1301

CITY OF GARDEN GROVE

PROPOSAL REQUIREMENTS

PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

PROPOSER NAME/COMPANY NAME:

Clear Channel Outdoor, LLC

SANDRA SEGAWA, PURCHASING DIVISION MANAGER
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

In response to the request to Provide Construction, Installation, Maintenance, Operation and Administration of bus shelters and benches within the City of Garden Grove right-of-way per the Scope of Services, we the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Services & Specifications at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.

II CITY-REQUIRED DOCUMENTS

The undersigned will also deliver the necessary original Certificates of Insurance to the CITY prior to the commencement of Scope of Work. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding, and full consideration of the following Addenda to the RFP Documents:


Addenda No. 1 & 2

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

<u>Layne Lawson</u>	<u>Vice President of Public Affairs</u>	<u>310-755-7234</u>
(Name)	(Title)	(Phone)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

Proposer's Business Address
and Telephone/Fax Numbers:

BY: 
Greg McGrath (Dec 12, 2022 08:24 PST)
(Signature)

19320 Harborgate Way Torrance, CA 90501
310-550-0600

Greg McGrath
(Type or Print Name)

Senior Vice President & Regional President - Southern California
(Title)

gregmcgrath@clearchannel.com
(Email Address)

II CITY-REQUIRED DOCUMENTS

BIDDER/CONTRACTOR/CONSULTANT STATEMENT REGARDING INSURANCE COVERAGE (Submit with IFB/RFP Package)

This signed document must be included with your bid/proposal package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR/CONSULTANT HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified and we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Clear Channel Outdoor. LLC

Please Print (Person, Firm, or Corporation)

Layne Lawson

Signature of Authorized Representative

Layne Lawson Vice President of Public Affairs

Please Print (Name & Title of Authorized Representative)

12/14/2022

310-755-7234

laynelawson@clearchannel.com

Date

Phone Number

Email

Please note that the City of Garden Grove is now contracted with EBIX for insurance certificate management and review services. EBIX will collect the insurance requirements in the contract on behalf of the City. If you are awarded the contract, you will be contacted by EBIX regarding the insurance requirements listed on Pages 16-17 in the sample contract. Please forward all insurance documents to EBIX directly per their instructions when contacted.

NOTE: All insurance certificates and endorsements must be received by or sent to EBIX within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process. Please do not send any insurance documents to the City but please use the following email address to send insurance documents to Ebix directly: ggcity@ebix.com.

II CITY-REQUIRED DOCUMENTS



STATEMENT OF COMPLIANCE

The undersigned Proposer declares that the Proposal submitted to Provide Construction, Installation, Maintenance, Operation and Administration of bus shelters and benches within the City of Garden Grove right-of-way per the Scope of Services described in, and in response to City of Garden Grove RFP No. S-1301 was prepared in strict compliance with the instructions, conditions and terms listed in the RFP, Scope of Services and Draft Agreement, with exceptions listed below, if applicable. At least one box for each item must be checked.

RFP Instructions and Terms & Conditions (Check One)

No Exceptions Taken

Exceptions Taken

Scope of Services (Check One)

No Exceptions Taken

Exceptions Taken

Draft Agreement/Insurance Requirements (Check One)

No Exceptions Taken

Exceptions Taken

If any exceptions are taken, this Statement of Compliance shall include a narrative that identifies each item to which the Proposer is taking exception or is recommending change, including the suggested rewording of the contractual obligations or suggested change in RFP, and identifies the reasons for submitting the proposed exception or change. When available, please reference specific line item numbers as provided in the RFP. The City reserves the right to rule as non-responsive and reject any Proposals that are not accompanied with the required documentation as described above.

Layne Lawson

Signature

12/14/2022

Date

Layne Lawson Vice President of Public Affairs
Printed Name and Title

Clear Channel Outdoor, LLC
Name of Proposer

(Attach a separate sheet(s) detailing each exception being taken, if applicable)

II CITY-REQUIRED DOCUMENTS

NON-COLLUSION STATEMENT (ATTACHMENT "C") REQUEST FOR PROPOSAL S-1301

It is understood and agreed that:

1. No proposal will be accepted unless authorized representatives of proposing organizations attend the mandatory pre-proposal conference at the stated time and location specified within the RFP document.
2. After the contract has been awarded, the designed Contractor shall attend a pre-job conference. The Contractor shall be informed of said time and location.
3. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of the agreement shall affect or modify any of the terms or obligations of this proposal.
4. The City will not be responsible for any errors or omissions on the part of the undersigned in making up his proposal, nor will proposers be released on account of errors.
5. The undersigned hereby certifies that this proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm or corporation to refrain from proposing, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other proposer.
6. The Undersigned is licensed in accordance with the Laws of the State of California.

BY: Layne Lawson

(Authorized Signature)

Layne Lawson

(Type or Print Name)

Vice President of Public Affairs

(Title)

laynelawson@clearchannel.com

(Email Address)

Clear Channel Outdoor, LLC

(Company Name)

310-755-7234

(Telephone Number)

II CITY-REQUIRED DOCUMENTS

EXHIBIT D

ELECTRICAL SERVICES SCOPE OF WORK

It is understood and agreed that:

1. LICENSEE shall use electrical sources other than the traffic signal electrical service when said sources are closer to their bus shelters. Cost of installation, maintenance, and electrical service shall be at LICENSEE'S expense.
2. LICENSEE shall be permitted to use the traffic signal circuit for illumination of its advertising bus shelters if other sources are inaccessible. Licensee shall equip all bus shelters powered by the traffic signal circuit with its own photo control/photo-cell. Cost of installation and maintenance shall be at the LICENSEE'S expense.
3. When CITY'S electrical source is used. LICENSEE will place a 5 amp fuse between the shelter and CITY'S power source to prevent signal malfunctions. Fuse shall be located in traffic signal electrical service cabinet where feasible. If infeasible, fuse splice will be permitted in pull box as approved by CITY.
4. LICENSEE will send a list of proposed shelter locations to CITY'S Traffic Engineering Division, indicating site to be energized by traffic signal electrical source.
5. CITY'S Traffic Engineering Division will tag conductors to be used based on its approved list supplied by LICENSEE. LICENSEE shall bear any costs associated with conductor identification.
6. CITY electrical permits and inspections shall be applied for by State licensed electrical contractor. LICENSEE is required to obtain City electrical permit for City inspection. All work shall be performed by a certified electrician and paid for by the LICENSEE.
7. Electrical contractor shall furnish detailed electric schematics showing conduit, shelter, vault location and fuse location. These schematics will be sent to CITY and LICENSEE.
8. All electrical work shall conform to the State of California, Department of Transportation. Standard Specifications latest edition. Fuses and splice connectors shall conform to installation and material standards section 86-2-095 "Fuse Splice Connectors" of the State Standard Specifications.
9. LICENSEE shall be fully responsible for all repair and maintenance of fuses, splice connectors and associated components. Any disruption to the traffic signal electrical service resulting from the shelter lighting connection shall be immediately repaired and paid for by LICENSEE.
10. LICENSEE shall pay the CITY a flat fee of \$30.00 per month per shelter energized by CITY power sources. Payments shall be paid to the CITY monthly. LICENSEE shall also furnish a list of shelters that are energized by CITY power.

III BACKGROUND & PROJECT SUMMARY

Clear Channel Outdoor has been proud to serve as the City's bus shelter service and maintenance provider over the past fifteen years. As your incumbent bus shelters and benches service maintenance vendor and advertising partner, CCO is familiar with the City, and the requirements as described in the RFP's Scope of Services. Indeed, we have fulfilled these requirements on a day-to-day basis during our tenure with Garden Grove and hope to continue do so for another fifteen years to come.

Except as otherwise noted in the Exception and Deviation section, our approach and methodology toward the execution of the Scope of Work as outlined in the RFP are detailed below.

Maintenance – CCO will continue to service and maintain the existing CCO-owned bus shelters and bench locations, including:

- Implement a 3-year plan to refurbish all 88 existing Clear Channel owned and operated bus shelter and bench locations and trash receptacles. Refurbishment will begin with 30 City Designated "Hot Spot" locations in the first year followed by 29 locations each in years two (2) and three (3).
- Shelters shall be eligible for refurbishment a second time upon the City's written request according to the following schedule: (a) any Shelter refurbished during the first (1st) year of the Term shall be eligible for a second refurbishment during the eleventh (11th) year of the

Term; (b) any Shelter refurbished during the second (2nd) year of the Term shall be eligible for a second refurbishment during the twelfth (12th) year of the Term; and (c) any Shelter refurbished during the third (3rd) year of the Term shall be eligible for a second refurbishment during the thirteenth (13th) year of the Term.

- Weekly refuse collection & liner replacement (Twice per week at 30 City designated "Hot Spots")
- Graffiti removal
- Repair and parts replacement
- Debris removals (immediate vicinity of the bus shelter or bench)
- General light cleaning and maintenance as needed
- Scheduled, quarterly water pressure washing and/or steam cleaning of all 30 "hot-spot" locations and of all locations when specifically or urgently requested by the City

Staffing – CCO will provide the necessary resources and staffing to carry out the prescribed scope of work, including the regular service and maintenance program described above, as well as the revenue generation to fulfill the financial obligations of this agreement with the City as has been the case under the existing agreement. Furthermore, CCO will display the contact information on bus shelters for the public's use as well as providing the City with emergency contact information to address urgent matters.

Scheduling – While most of the work activities will be conducted during the 5:30am to 5:00pm hours, some CCO work activities may also be performed beyond these hours. This flexibility allows for adequate coverage given the large city geography, as well as minimizing traffic impacts on city residents and commuters (due to potential lane closures, etc.).



III BACKGROUND & PROJECT SUMMARY



Advertising Sales – As referenced in the cover letter and in other parts of this RFP response, CCO is one of the largest out-of-home media companies nationally and internationally. CCO has approximately 400 sales professionals and associates, spanning across regional offices in the U.S. CCO's Southern California offices is home to over two dozen sales professionals, including two sales staff dedicated solely to Orange County bus shelter products.

As your incumbent bus shelters and benches services, maintenance, and advertising partner, Clear Channel is keenly aware of how important the Garden Grove portfolio is to the Southern California market. For over the past decade, we have worked diligently to exceed expectations. To do this, we've remained true to our core business model because – first and foremost – we are sellers of out of home advertising. We do this better than any other firm in the industry by employing a multi-channel sales approach that is a unique and powerful combination of traditional and nontraditional sales disciplines. Furthermore, our sales and marketing architecture is interconnected by communication conduits that provide rock solid revenue generation and top to bottom inventory management. CCO delivers results with:

- An award-winning marketing team whose contemporary marketing tools and data analytics division is setting the industry standard for gathering information

advertisers demand and first-to-market programs that allow media buyers to view inventory in real time.

- Protocols that allow us to target out-of-home audiences, attribute campaigns and retarget consumers so media buyers can make the right media and inventory decisions in a full-service or programmatic way.
- A sales support team that employs Six Sigma protocols and Salesforce methodologies to ensure the sales process develops seamlessly from first call to campaign deployment.
- What sets Clear Channel apart is how we utilize reporting to inform and serve the needs of our client partners. It isn't just about parsing data. It's about digging in and revealing the nuances that establish trends – positive or negative – and supporting the former while mitigating the latter.

CCO's unique sales approach is driven by its hyper-local, local, regional, national, and programmatic divisions, which are unsurpassed in reach and penetration at the street level and in major ad markets around the world. Additionally, our automated private marketplace has unlocked the transacting pathway to the \$30B programmatic market. In fact, Clear Channel Outdoor designed and implemented the outdoor industry's first programmatic selling of its digital assets into the broader cross-channel ad tech ecosystem. In short, our programmatic division automated CCO's digital out-of-home (DOOH) inventory to meet the growing demands of brands and advertisers.

City of Garden Grove Business License – CCO has long maintained a business license in the City of Garden Grove. Our current business license number 239112, is valid until February 29, 2024.

IV METHODOLOGY

As previously mentioned, Clear Channel is the incumbent bus shelters and bus benches service provider for the City of Garden Grove. As such, CCO has existing transit shelters and benches currently installed throughout the City, whereby CCO has been servicing, maintaining, and generating revenues consistent with the terms and requirements set forth in this RFP. Furthermore, CCO has reiterated the scope of services prescribed under this RFP in details in the previous response section.

Likewise, CCO intends to execute this contract in similar methods and manners that CCO has been carrying out through the duration of the current contract term, including certain coordination with the City in that process. To that end, CCO plans to continue implementing the following processes.

1. Methods and Controls – Should CCO be fortunate enough to be awarded the continuation of this contract, CCO intends to employ the existing internal structure to carry out this obligation. This includes relying on CCO's full resource of personnel locally and nationally, as well as our collective experience and technical backgrounds in carrying out this agreement. This is how we currently operate with 29 other bus shelters and benches maintenance and advertising programs throughout Los Angeles, Orange, and San Diego counties. Our business staff and administrative personnel manages the communications and coordination with their municipal counterparts at the respective cities, country, or transit agencies, and is responsible for the overall implementation of the contract. CCO's seasoned sales and marketing staff are charged with revenue generation responsibilities, and our operations personnel are responsible for logistics and field operational matters.

Communications with respective city staff are frequent, ongoing and dynamic with CCO's business and operational personnel. We believe in open and transparent communications, including permitting city personnel to direct comments and requests to CCO's service subcontractor in order to provide quicker response time. We understand that CCO's work products are by extension, the City's work product, and therefore we are acutely sensitive to delivering the high level of services. Therefore, we take comments and feedback through administrative and/or operational channels seriously, and promptly provide resolutions to issues that may arise. We suggest convening a kick-off meeting to re-establish communication protocols as well as operational coordination to ensure that the city and its residents, who are the most important stakeholders in the process, are receiving the highest level of services.

2. Client Satisfaction – We view the City as being the primary client and a partner in this process. We believe open, direct and frequent communications help build and strengthen this partnership. Constant feedback from the City (and indirectly from City residents) will help improve any potential gaps in services, and therefore lead to a higher level of satisfaction. On the other hand, our advertising partners are also CCO's key clients. We maintain the highest level of services in the industry with our local and national clients. CCO's advertising clients' satisfaction leads to repeat business and therefore helps to carry our financial obligations with the City.

3. Project Schedule – Since Clear Channel's 88 shelters, benches, and trash receptacles have already been installed and are currently in operation. CCO is proposing to refurbish all the

IV METHODOLOGY

existing advertising shelters, including paint, electrical (including the possible use of solar when appropriate), and/or replacements where CCO determines is needed. The refurbishment process will start within 90 days after the agreement has been executed and will be spread evenly between the first 3 years of the 15-year term of the agreement. Shelters shall be eligible for refurbishment a second time upon the City's written request according to the following schedule: (a) any Shelter refurbished during the first (1st) year of the Term shall be eligible for a second refurbishment during the eleventh (11th) year of the Term; (b) any Shelter refurbished during the second (2nd) year of the Term shall be eligible for a second refurbishment during the twelfth (12th) year of the Term; any Shelter refurbished during the third (3rd) year of the Term shall be eligible for a second refurbishment during the thirteenth (13th) year of the Term.

4. City Staff Requirements – Once a contract has been negotiated and approval secured from the City Council, CCO requests a kick-off meeting between the two entities, to re-confirm communication protocols, and re-establish procedures on how to address

issues as they arise. However, once the program has been implemented, we do not foresee any active roles for City staff other than to assist in notifying CCO should an issue or a matter arises during the term of the contract. However, we do invite frequent check-ins between business and operational personnel in order to better coordinate, anticipate, and address issues as they may arise from time to time.

5. Terms and Advertising Revenue Proposal

– Given the capital commitment needed for this project, CCO proposes a 15-year agreement and proposes to pay the City of Garden Grove, twenty-five thousand dollars (\$25,000) annually (payable in twelve monthly payments) or 20% gross revenue, whichever is greater.

We strongly believe that the refurbishments will reinvigorate the City's bus shelter locations, and therefore look forward to working with the City on this exciting project.

6. CCO will also utilize shelter wraps within the city. CCO will work with city staff to determine the appropriate locations for these wraps



V QUALIFICATIONS

Clear Channel Outdoor's Capabilities:

With roots dating to 1901, Clear Channel Outdoor ("Clear Channel" or "CCO") is the longest-serving multi-level advertising company in Southern California and the U.S. and is largely credited, through its predecessor companies, with inventing the modern out of home advertising industry. Today, our global footprint spans 31 countries across Asia, Europe, Latin America and North America. With more than 500,000 displays under management, CCO serves over 20,000 advertisers and sponsors around the world (including those in 43 of the top 50 U.S. DMAs) and continues to expand upon traditional billboard advertising by packaging unique combinations of displays across the outdoor and transit marketplace. Clear Channel continues to pioneer the integration of out-of-home with mobile and social platforms.

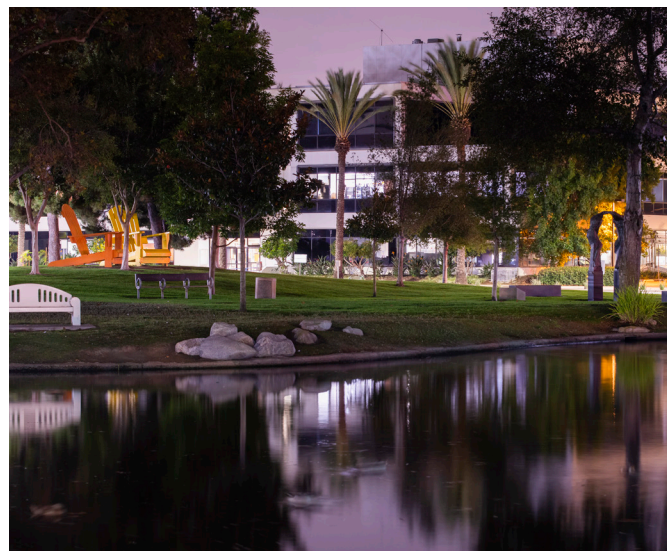
CCO's dominant U.S. presence is fortified by the largest network of out-of-home sales offices in the industry. Furthermore, our employees (4,600+ worldwide with 1,500 in the U.S., over 115 of whom work in Southern California market), design, develop, manage and monetize out-of-home media with the creativity, dedication and discipline brands and advertisers demand.

Southern California Region – 100+ Years and Counting: With offices in Los Angeles and San Diego, the Southern California Region is the largest of the 43 U.S. markets operated by CCO – and arguably the most important. The division oversees operations in Ventura, Los Angeles, Orange and San Diego counties as well as the Inland Empire. The diversity and breadth of our media platform in the region includes over 9,000 outdoor advertising displays consisting of bulletins, eco posters, premiere

panels, premiere squares, transit shelters, bus/rail transit, transit benches, mobile trucks, walls, and digital bulletins.

References:

Clear Channel operates 29 bus shelter advertising contracts in Southern California, including our current representation of the bus shelters with the City of Garden Grove and 17 other jurisdictions within Orange County. These services include, but are not limited to, regular cleaning of the bus shelters and benches, trash pick-up and removal, ongoing services and maintenance of the shelters and benches to ensure proper working order, and the generation of revenues through the marketing and sales of the advertising displays. The following is a sample list of municipalities (including Garden Grove) and transit agency partners where CCO currently has bus shelter maintenance and advertising operations. In all cases, CCO's services to our partner agencies are similar to those defined under the City of Garden Grove RFP's scope of work. CCO's partnership with each of these local agencies have been greater than 10 years, except for our recent relationship with San Diego MTS where CCO was awarded in 2014 to manage over 400 advertising bus shelters.



APPENDIX "A"
RFP S-1301
CITY OF GARDEN GROVE
PAGE 1 of 2
REFERENCES

List and describe in full the contracts performed by your firm which demonstrate your ability to provide the services included in the scope of work. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference 1

Agency Name: County of Los Angeles Contact Individual: Fred Wong
Address: 900 S. Fremont Ave Phone Number: (626) 458-3907
Alhambra, CA 91803 Email Address: FrWong@DPW.LACounty.go
Contract Amount: \$57,300.00 per year
Description of Project: 300 Bus Shelter

Reference 2

Agency Name: City of Anaheim Contact Individual: Rafael Cobian, PE, LEED GA
Address: 200 S. Anaheim Blvd Phone Number: (714) 765-4913
Anaheim, CA 92805 Email Address: rcobian@anaheim.net
Contract Amount: 15% of gross revenue (less agency commissions paid)
Description of Project: 130 Bus Shelter

Reference 3

Agency Name: City of Irvine Contact Individual: Mike Davis
Address: 1 Civic Center Plaza Phone Number: (949)724-6288
Irvine, CA 92606 Email Address: MDavis@cityofirvine.org
Contract Amount: \$100,000.00 or 25% of gross revenue (which ever is higher)
Description of Project: 97 Bus Shelter

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

APPENDIX "A"
RFP S-1301
CITY OF GARDEN GROVE
PAGE 2 of 2
REFERENCES

Reference 4

Agency Name: City of Cypress Contact Individual: Kirk Street
Address: 5275 Orange Ave Phone Number: (714) 229-6760
Cypress, CA 90630 Email Address: KStreets@Cypressca.org
Contract Amount: 20% of gross revenue
Description of Project: 23 Bus Shelter

Reference 5

Agency Name: City of Tustin Contact Individual: Stacy Cuevas
Address: 300 Centennial Way Phone Number: (714) 573-3037
Tustin, CA Email Address: SCuevas@TustinCA.or
Contract Amount: \$4,375.00 a year plus 1% of gross revenue
Description of Project: 35 Bus Shelter

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

V QUALIFICATIONS

Current Clear Channel Outdoor Municipal and Agency Partners

Anaheim	Buena Park	Fullerton
Cypress	NCTD	Diamond Bar
Garden Grove	Orange County	Orange
Mission Viejo	Seal Beach	Tustin
Irvine	Carson	Los Angeles County
Burbank	West Covina	Corona
Santa Clarita	Simi Valley	San Diego MTS
Oxnard	Costa Mesta	

VI EXCEPTIONS, DEVIATIONS & COMMENTS

Please find below exceptions, deviations and comments that CCO wishes to highlight and discuss with the City prior to the finalization of the contract. Thank you in advance for your review and consideration.

No.	Section	Subject	Comments
1	Attachment "A"	Bus Shelters	Clear Channel's 88 shelters, benches, and trash receptacles have already been installed and are currently in operation. CCO is proposing to refurbish all the existing advertising shelters, including paint, electrical (including the possible use of solar when appropriate), and/or replacements where CCO determines is needed.

VII APPENDIX

Enhancing the public space, **entering people's thoughts & conversations** while out shopping, commuting and socializing.



Benefits

- High quality display showcase enhances brand and product image
- Stimulates sales near point-of-purchase locations
- Effective for short-term campaigns that require rapid consumer awareness
- Maintains high visual exposure throughout day and night using backlit illumination
- Curb side positioning for heightened visibility amongst pedestrians as well as motorists
- Community positioning around desirable neighborhoods, business districts and major retail centers

Distribution

- Concentrated in densely populated areas of a market where other out-of-home coverage is often limited or unavailable

Campaign Details

- Purchased in 4-week periods
- Purchased in networks or by rating point level

Approximate Size

- Standard: 44" w x 65" h (Live Area)
48" w x 68" h (Overall Area)
- Sizes vary by market due to unique structural designs; please contact your representative before producing artwork

VII APPENDIX



VII APPENDIX



ATTACHMENT "D"
ELECTRICAL REQUIREMENTS

EXHIBIT D

ELECTRICAL SERVICES SCOPE OF WORK

1. LICENSEE shall use electrical sources other than the traffic signal electrical service when said sources are closer to their bus shelters. Cost of installation, maintenance, and electrical service shall be at LICENSEE'S expense.
2. LICENSEE shall be permitted to use the traffic signal circuit for illumination of its advertising bus shelters if other sources are inaccessible. Licensee shall equip all bus shelters powered by the traffic signal circuit with its own photo control/photo-cell. Cost of installation and maintenance shall be at the LICENSEE'S expense.
3. When CITY'S electrical source is used. LICENSEE will place a 5 amp fuse between the shelter and CITY'S power source to prevent signal malfunctions. Fuse shall be located in traffic signal electrical service cabinet where feasible. If infeasible, fuse splice will be permitted in pull box as approved by CITY.
4. LICENSEE will send a list of proposed shelter locations to CITY'S Traffic Engineering Division, indicating site to be energized by traffic signal electrical source.
5. CITY'S Traffic Engineering Division will tag conductors to be used based on its approved list supplied by LICENSEE. LICENSEE shall bear any costs associated with conductor identification.
6. CITY electrical permits and inspections shall be applied for by State licensed electrical contractor. LICENSEE is required to obtain City electrical permit for City inspection. All work shall be performed by a certified electrician and paid for by the LICENSEE.
7. Electrical contractor shall furnish detailed electric schematics showing conduit, shelter, vault location and fuse location. These schematics will be sent to CITY and LICENSEE.
8. All electrical work shall conform to the State of California, Department of Transportation. Standard Specifications latest edition. Fuses and splice connectors shall conform to installation and material standards section 86-2-095 "Fuse Splice Connectors" of the State Standard Specifications.
9. LICENSEE shall be fully responsible for all repair and maintenance of fuses, splice connectors and associated components. Any disruption to the traffic signal electrical service resulting from the shelter lighting connection shall be immediately repaired and paid for by LICENSEE.
10. LICENSEE shall pay the CITY a flat fee of \$30.00 per month per shelter energized by CITY power sources. Payments shall be paid to the CITY monthly. LICENSEE shall also furnish a list of shelters that are energized by CITY power.

ATTACHMENT "E"
EXISTING BUS SHELTER REFURBISHING PLAN



Line	CCOA_Panel ID	OCTA_ID	Street One	Street Two	Refurbishment Plan/Location
1	7136 7137	2203	Brookhurst	Bixby	Paint Unit, replace roof panels, install receptacle lid and liner, repair or replace solar lighting system components as needed
2	3549 3550	2194	Brookhurst	Chapman	Paint Unit, replace roof panels, install receptacle lid and liner, install solar lighting system
3	3093 3094	2202	Brookhurst	Chapman	Paint Unit, replace roof panels, install receptacle lid and liner
4	4917 4918	2189	Brookhurst	Garden Grove	Paint Unit, polish roof panels, install receptacle lid and liner, repair or replace solar lighting system components as needed
5	3595 3596	2198	Brookhurst	Katella	Paint Unit, polish roof panels, install receptacle lid and liner
6	1420 1421	2204	Brookhurst	Lampson	Paint Unit, polish roof panels, install receptacle liner
7	7020 7021	2196	Brookhurst	Orangewood	Paint Unit, replace roof panels, install receptacle lid and liner
8	1418 1419	2200	Brookhurst	Orangewood	Paint Unit, polish roof panels, install receptacle liner
9	5148 5149	2190	Brookhurst	Stanford	Paint Unit, replace roof panels, install receptacle lid and liner
10	1422 1423	2186	Brookhurst	Traylor	Paint Unit, replace roof panels, install receptacle lid and liner
11	4921 4922	2210	Brookhurst	Westminster	Paint Unit, replace roof panels, install receptacle lid and liner
12	7138 7139	2209	Brookhurst	Woodbury	Paint Unit, polish roof panels, install receptacle lid and liner
13	1428 1429	2256	Chapman	Brookhurst	Paint Unit, polish roof panels, install receptacle lid and liner
14	6990 6991	2245	Chapman	Buaro	Paint Unit, polish roof panels, install receptacle liner
15	1426 1427	2225	Chapman	Garden Promenade	Paint Unit, polish roof panels, install receptacle lid and liner
16	1424 1425	2224	Chapman	Gilbert	Paint Unit, replace roof panels, install receptacle lid and liner
17	1430 1431	2243	Chapman	Haster	Paint Unit, polish roof panels, replace right front upright, repair anti-vagrant bars on bench, install receptacle lid and liner
18	7002 7003	2240	Chapman	Summerset	Paint Unit, polish roof panels, install receptacle lid and liner
19	7004 7005	2246	Chapman	West	Paint Unit, replace roof panels, install receptacle liner
20	6988 6989	2219	Chapman	Western	Paint Unit, polish roof panels, install receptacle liner
21	4909 4910	2226	Chapman Av	Brookhurst	Paint Unit, replace roof panels, install receptacle lid and liner
22	3597 3598	2232	Chapman Av	Euclid	Paint Unit, polish roof panels, install receptacle lid and liner
23	3599 3600	2239	Chapman Av	Harbor Blvd	Paint Unit, replace roof panels, install receptacle lid and liner
24	3573 3574	2222	Chapman Av	Magnolia	Paint Unit, replace roof panels, install receptacle liner
25	4907 4908	2257	Chapman Av	Von's Pavilion	Paint Unit, polish roof panels, install receptacle lid and liner
26	4911 4912	2237	Chapman Av	West	Paint Unit, polish roof panels, install receptacle lid and liner
27	7985 7986	2263	Chapman Av	Western Av	Paint Unit, polish roof panels, install receptacle and liner
28	6984 6985	2277	Euclid	Acacia	Paint Ad-Display only (PD/City requested shelter structure be removed due to vagrancy)
29	7018 7019	2301	Euclid	Business Center	Paint Unit, polish roof panels, install receptacle lid and liner
30	1432 1433	2289	Euclid	Chapman	Paint Unit, polish roof panels, install receptacle lid and liner
31	1434 1435	2276	Euclid	Garden Grove	Paint Ad-Display and bench, install receptacle lid and liner (PD/City requested shelter cover be removed due to vagrancy)
32	7110 7111	2280	Euclid	Lampson	Paint Unit, polish roof panels, install receptacle lid and liner
33	6996 6997	2286	Euclid	Palma Vista	Paint Unit, polish roof panels, install receptacle liner
34	6992 6993	2278	Euclid	Stanford	Paint Unit, polish roof panels, install receptacle lid and liner
35	7108 7109	2293	Euclid	Stanford	Paint Unit, replace roof panels, install receptacle lid and liner
36	5255 5256	2283	Euclid St	Chapman	Paint Unit, replace roof panels, install receptacle liner
37	3557 3558	2295	Euclid St	Garden Grove	Paint Unit, polish roof panels, install receptacle lid and liner
38	7182 7189	2313	Garden Grove	Cannery	Paint Unit, polish roof panels, install receptacle liner
39	6952 6953	2322	Garden Grove	Euclid	Paint Unit, polish roof panels, install receptacle lid and liner
40	7180 7181	2316	Garden Grove	Galway	Paint Unit, polish roof panels, install receptacle lid and liner
41	7132 7133	2355	Garden Grove	Gilbert	Paint Unit, polish roof panels, install receptacle lid and liner
42	1436 1437	2358	Garden Grove	Magnolia	Paint Unit, polish roof panels, replace right front upright, install receptacle
43	7104 7105	2351	Garden Grove	Nutwood	Paint Unit, polish roof panels, install receptacle lid and liner
44	1438 1439	2341	Garden Grove	Palm	Paint Unit, polish roof panels, install receptacle lid and liner



Line	CCOA_Panel ID	OCTA_ID	Street One	Street Two	Refurbishment Plan/Location
45	3579 3580	2346	Garden Grove Blvd	9th St	Paint Unit, polish roof panels, install receptacle liner
46	7609 7610	2348	Garden Grove Blvd	Euclid	Paint Unit, polish roof panels, install receptacle lid and liner
47	4913 4914	2342	Garden Grove Blvd	Harbor Blvd	Paint Unit, polish roof panels, install receptacle lid and liner
48	3587 3588	2328	Garden Grove Blvd	Harbor Blvd	Paint Unit, polish roof panels, repair receptacle lid and install liner
49	4919 4920	2317	Garden Grove Blvd	Kerry Av	Paint Unit, polish roof panels, install receptacle lid and liner, install solar lighting system
50	5164 5165	2321	Garden Grove Blvd	Main	Paint Unit, polish roof panels, repair receptacle lid and install liner
51	3553 3554	2349	Garden Grove Blvd	Main	Paint Unit, replace roof panels, install receptacle lid and liner, install solar lighting system
52	3585 3586	2350	Garden Grove Blvd	Nelson	Paint Unit, polish roof panels, install receptacle lid and liner
53	3577 3578	2343	Garden Grove Blvd	West	Paint Unit, polish roof panels, install receptacle lid and liner
54	7014 7015	2369	Harbor	Flagstone	Paint Unit, replace roof panels, install receptacle lid and liner
55	1446 1447	2371	Harbor	Garden Grove	Paint Unit, polish roof panels, install receptacle lid and liner
56	1448 1449	2370	Harbor	Garden Grove	Paint Unit, replace roof panels, install receptacle lid and liner
57	1444 1445	2381	Harbor	Garden Grove	Paint Unit, replace roof panels, install receptacle lid and liner
58	1442 1443	2372	Harbor	Palm	Paint Unit, polish roof panels, install receptacle lid and liner
59	1450 1451	2368	Harbor	Trask	Paint Unit, polish roof panels, install receptacle lid and liner, install solar lighting system
60	7012 7013	2384	Harbor	Woodbury	Paint Unit, polish roof panels, install receptacle lid and liner, install solar lighting system
61	1452 1453	2367	Harbor	Woodbury	Paint Unit, replace roof panels, install receptacle lid and liner, install solar lighting system
62	3589 3590	2380	Harbor Blvd	Buaro	Paint Unit, polish roof panels, install receptacle lid and liner
63	3591 3592	2379	Harbor Blvd	Palm	Paint Unit, polish roof panels, install receptacle lid and liner
64	1454 1455	2405	Katella	Brookhurst	Paint Unit, polish roof panels, install receptacle
65	7116 7117	2402	Katella	Garza	Paint Unit, replace roof panels, install receptacle liner, install solar lighting system
66	7114 7115	2403	Katella	Gilbert	Paint Unit, replace roof panels, install receptacle lid and liner
67	7183 7184	2418	Knott	Belgrave	Paint Unit, polish roof panels, install receptacle liner
68	7112 7113	2417	Knott	Chapman	Paint Unit, polish roof panels, install receptacle liner
69	7000 7001	2419	Knott	Lampson	Paint Unit, polish roof panels, install receptacle lid and liner
70	7172 7173	2414	Knott	Leilani	Paint Unit, polish roof panels, check for solar lighting system install (tree obstruction)
71	7140 7141	2415	Knott	Orangewood	Paint Unit, polish roof panels, install receptacle lid and liner
72	3593 3594	2413	Knott Av	Chapman	Paint Unit, polish roof panels, install receptacle liner
73	7120 7121	2468	Magnolia	Chapman	Paint Unit, polish roof panels, install receptacle lid and liner
74	7122 7123	2470	Magnolia	Lampson	Paint Unit, polish roof panels, install receptacle lid and liner
75	7028 7029	2489	Valley View	Bellgrave	Paint Unit, polish roof panels, install receptacle liner
76	3543 3544	2487	Valley View	Cerulean	Paint Unit, polish roof panels, install receptacle liner
77	3547 3548	2496	Valley View	Cerulean	Paint Unit, polish roof panels, install receptacle liner
78	4903 4904	2492	Valley View	Chapman	Paint Unit, polish roof panels, install receptacle lid and liner
79	5162 5163	2490	Valley View	Chapman	Paint Unit, polish roof panels, install receptacle liner, install solar lighting system
80	7134 7135	2488	Valley View	Lampson	Paint Unit, polish roof panels, install receptacle liner
81	1462 1463	2495	Valley View	Lampson	Paint Unit, polish roof panels, install receptacle lid and liner
82	1464 1465	2486	Valley View	Tiffany	Paint Unit, polish roof panels, install receptacle lid and liner
83	1466 1467	2535	Westminster	Harbor	Paint Unit, polish roof panels, install receptacle lid and liner
84	7130 7131	2549	Westminster	Bushard	Paint Unit, polish roof panels, install receptacle lid and liner
85	7010 7011	2545	Westminster	Dawson	Paint Unit, polish roof panels, install receptacle lid and liner, check for solar lighting system install (tree obstruction)
86	7178 7179	2522	Westminster	Kerry	Paint Unit, replace roof panels, install receptacle lid and liner, install solar lighting system
87	3583 3584	2523	Westminster Av	Brookhurst	Paint Unit, polish roof panels, install receptacle lid and liner

Summary					
Roof		Ad-Display	Structural		
RR - PNL	POLISH PNL	REPAIR	COVER	UPRIGHTS	BENCH
22	63			2	1
Illumination					
NO INFRA	PED-DMG/REM	PED-INSP REQ	PED-NO METER	PED-OK	PNL MTR-OK
5	0	0	0	17	4
PVT SUP-INSP REQ	SOLAR-INSP REQ	STL-INSP REQ	STL-NP	STL-OK	INST SOLAR
1	2	3	2	44	9
Receptacle(s)					
LID/LINER REQ	LINER REQ	NA	OK	REC-REQ	
60	23	1	1	2	

Replace 22 (66 panels) Roofs; 3 sets for unaccounted issues

Polish 63 Roofs

Replace 2 Uprights

Repair 1 bench

Install 9 solar lighting systems, check for feasibility of installing 2 systems

Replace 60 Lids

Replace 83 Receptacle Liners

Replace 2 Receptacles