

File No. 210446

Committee Item No. 5

Board Item No. 7

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date June 9, 2021

Board of Supervisors Meeting

Date June 15, 2021

Cmte Board

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- Introduction Form
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- Municipal Transportation Agency Resolution No. 210302-027
- Municipal Transportation Agency Resolution No. 07-149
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- _____
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Linda Wong

Date May 25, 2021

Completed by: Linda Wong

Date June 10, 2021

1 [Agreement Amendment - Retroactive - Clear Channel Outdoor, Inc - Transit Shelter
2 Advertising - Reduce Minimum Annual Guarantee Payments]

3 **Resolution retroactively approving the First Amendment to the Transit Shelter**
4 **Advertising Agreement between the City and County of San Francisco, through the**
5 **Municipal Transportation Agency and Port, and Clear Channel Outdoor, Inc., to reduce**
6 **the minimum annual guarantee payments, as well as administrative and marketing**
7 **payments, from May 1, 2020, through June 30, 2022, due to the impacts from the**
8 **COVID-19 pandemic.**

9
10 WHEREAS, The Transit Shelter Advertising Agreement (Agreement) between the City
11 and County of San Francisco (City), through its Municipal Transportation Agency (SFMTA)
12 and the Port of San Francisco, and Clear Channel Outdoor, Inc. (Clear Channel) began on
13 December 10, 2007, and continues for a term of 15 years, plus one five-year option to extend
14 at the City's sole discretion; and

15 WHEREAS, Due to the impacts from the COVID-19 pandemic, which have had, and
16 continue to have, an unprecedented and material adverse effect on Clear Channel's ability to
17 generate revenue from advertising, Clear Channel approached the SFMTA for reductions in
18 certain payments due to the City under the Agreement; and

19 WHEREAS, The proposed First Amendment (Amendment) to the Clear Channel
20 contract provides for reductions in Minimum Annual Guarantee (MAG) payments from May 1,
21 2020, through June 30, 2022, and in administrative and marketing payments; and

22 WHEREAS, By entering into the Amendment, the SFMTA will help to ensure that the
23 SFMTA and the City will receive reduced, but still substantial, financial benefits during fiscal
24 years 2021 and 2022, plus all of the other benefits provided in the Agreement; and

1 WHEREAS, The Amendment will also help Clear Channel to survive and preserve
2 jobs, as well as continuing its critical services for the SFMTA and its customers, including
3 maintaining the transit shelters, boarding platforms, and advertising kiosks; and

4 WHEREAS, The SFMTA believes that Clear Channel has performed satisfactorily in
5 fulfilling the requirements of the Agreement; and

6 WHEREAS, The SFMTA, under authority from the Planning Department, has
7 determined that the First Amendment to the Transit Shelter Advertising Agreement with Clear
8 Channel is not a “project” under the California Environmental Quality Act (CEQA) pursuant to
9 Title 14 of the California Code of Regulations, Sections 15060(c) and 15378(b); and

10 WHEREAS, The Agreement, the proposed First Amendment to the Agreement, and the
11 CEQA determination are on file with the Clerk of the Board of Supervisors in File No. ___ and
12 are incorporated herein by reference; and

13 WHEREAS, On March 2, 2021, the SFMTA Board of Directors adopted Resolution No.
14 210302-027, authorizing the Director of Transportation to execute the First Amendment to the
15 Transit Shelter Advertising Agreement with Clear Channel Outdoor, Inc., to reduce the
16 minimum annual guarantee payments, as well as administrative and marketing payments,
17 from May 1, 2020, through June 30, 2022, due to the impacts from the COVID-19 pandemic;
18 and

19 WHEREAS, On April 27, 2021, the Port Commission adopted Resolution No.
20 21-22, approving the First Amendment to the Agreement; now, therefore, be it

21 RESOLVED, That the Board of Supervisors approves the First Amendment to the
22 Transit Shelter Advertising Agreement with Clear Channel Outdoor, Inc., to reduce the
23 minimum annual guarantee payments, as well as administrative and marketing payments,
24 from May 1, 2020, through June 30, 2022, due to the impacts from the COVID-19 pandemic;
25 and, be it

1 FURTHER RESOLVED, That within 30 days after execution of the First Amendment,
2 the final document shall be provided to the Clerk of the Board for inclusion in the official file.

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Item 5 File 21-0446	Department: San Francisco Municipal Transportation Agency
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution retroactively approves the First Amendment to the Transit Shelter Advertising Agreement between the San Francisco Municipal Transportation Agency (SFMTA), the Port, and Clear Channel Outdoor, Inc. (Clear Channel), to reduce the Minimum Annual Guarantee (MAG) payments, as well as administrative and marketing payments, from May 1, 2020, through June 30, 2022. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • The current Agreement, which is between the Port, San Francisco Municipal Transportation Agency (MTA), and Clear Channel, was initially approved in 2007, grants Clear Channel rights to operate and manage public advertising displays on MTA transit shelter and kiosks, including transit shelters and kiosks located on Port property. The Agreement is for 15 years through December 2022 with one five-year option to extend through December 2027. • Under the Agreement, Clear Channel pays the greater of a minimum annual guaranteed rent (MAG) or Revenue Share, which is 55 percent of net revenues. • Due to a decrease in advertising activity during the pandemic, Clear Channel has not made any monthly MAG payments since April 2020. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The proposed reductions in the MAG and payments will result in reduced revenues to SFMTA of \$28,275,375 between May 2020 and June 2022. MTA plans to use federal relief funds to cover the loss of revenue from the Clear Channel Agreement. • In addition, the proposed First Amendment reduces the Revenue Share from 55 percent to 50 percent in FY 2020-21 and in FY 2021-22. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> • Clear Channel has not generated sufficient revenues to pay the Revenue Share payment and only paid the MAG between 2007 and April 2020. MTA does not believe the City could secure a more financially advantageous agreement with a different vendor if the contract were put out to bid at the end of the current term in CY 2022. • According to the April 23, 2021 memorandum from the MTA Director to the Board of Supervisors, Clear Channel has performed satisfactorily in maintaining existing transit shelters and kiosks and installing new transit shelters. <p style="text-align: center;">Recommendation</p> <p>Because the proposed resolution would cause a loss of revenue for MTA, we consider approval to be a policy matter for the Board of Supervisors.</p>	

MANDATE STATEMENT

City Charter Section 9.118(a) provides for Board of Supervisors approval by resolution for contracts with revenues of \$1 million or more, or for modification of such contracts.

BACKGROUND

The proposed resolution is a request to the Board of Supervisors to grant a reduction in the Minimum Annual Guarantee (MAG) payment made by Clear Channel Outdoor, Inc. (Clear Channel) to the City under the terms of the current Transit Shelter Advertising Agreement (Agreement). This Agreement, which is between the Port, San Francisco Municipal Transportation Agency (MTA), and Clear Channel, was initially approved in 2007, granting Clear Channel rights to operate and manage public advertising displays on MTA transit shelter and kiosks, including transit shelters and kiosks located on Port property. The Agreement is for 15 years through December 2022 with one five-year option to extend through December 2027.

According to the Agreement, Clear Channel makes annual MAG payments in twelve monthly installments, with payments for FY 2020-21 and FY 2021-22 of approximately \$17.8 million and \$18.6 million, respectively. Clear Channel Outdoors and its subsidiaries merged as part of the reorganization plan of Clear Channel Communications, which in 2017 had entered in Chapter 11 bankruptcy proceedings; Clear Channel Outdoors was separated from the parent company Clear Channel Communications on March 14, 2018, and since that time been operating as fully independent corporate entity.

According to the proposed resolution, the reduction in the MAG payments is due to the impact of the COVID-19 pandemic on Clear Channel's ability to generate advertising revenues. The Agreement provides for Clear Channel to make the greater of either (1) MAG payments based on a schedule set out in the Agreement, or (2) a Revenue Share payment equal to 55 percent of revenues. Clear Channel has never generated sufficient revenues to pay the Revenue Share during the term of the existing agreement. According to the Annual Financial Report submitted by Clear Channel, total advertising revenues in calendar year (CY) 2020 were \$6.6 million, which was less than the \$17.0 million MAG payment due in FY 2019-20.¹

Actual Payments

Between 2008 and 2019, Clear Channel paid MTA the MAG, administrative, and marketing payments, net of transit shelter and kiosk maintenance and other authorized expenses, totaling \$145.6 million, as shown in Exhibit 1 below.

¹ The CY 2020 Annual Financial Report was based on audited statements by Buckno Lisicky and Company, Certified Public Accountants.

Exhibit 1: Clear Channel Payments to MTA, 2008 to 2019

Year	Clear Channel Net Payments
2008	\$7,580,268
2009	8,238,341
2010	8,915,982
2011	9,208,344
2012	9,813,989
2013	12,575,428
2014	13,132,922
2015	13,597,105
2016	14,334,846
2017	14,854,677
2018	16,232,730
2019	17,136,228
Total	\$145,620,860

Source: 2019 Annual Financial Report

According to the 2020 Annual Financial Report, Clear Channel owed net payments to MTA in FY 2020-21 of \$18.0 million. Clear Channel has not made any monthly MAG payments since April 2020. At the present time, MTA and Clear Channels are operating under a forbearance agreement. If the resolution is approved, Clear Channel will pay the reduced amount provided in the First Amendment for FY 2020 and FY 2021.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution retroactively approves the First Amendment to the Transit Shelter Advertising Agreement between the San Francisco Municipal Transportation Agency (SFMTA), the Port, and Clear Channel Outdoor, Inc. (Clear Channel), to reduce the MAG payments, as well as administrative and marketing payments, from May 1, 2020, through June 30, 2022, due to the impacts from the COVID-19 pandemic.

The proposed resolution provides for reduction in MAG payments by Clear Channel to MTA retroactive to May 1, 2020, although as noted below the First Amendment provides for reduction in MAG payments retroactive to January 1, 2020 to June 2020, a period which includes May 2020. According to MTA, the proposed resolution is retroactive because the proposed amendment would waive payments due starting in May 2020.

Additional Advertising Space

In addition, the proposed First Amendment adds a new Section 5.6 that requires Clear Channel to provide the City with guaranteed use of display space equivalent to the space that would be sold for \$1,000,000 at current market price for FY 2020-21 and FY 2021-22.

FISCAL IMPACT

The proposed First Amendment reduces the MAG payment retroactively to May 2020 through June 2022 and eliminates the administrative payment and marketing payments due on September 1, 2020, and September 1, 2021, as shown in Exhibit 2 below. The proposed reductions in the MAG and payments will result in reduced revenues to SFMTA of \$28,275,375.

Exhibit 2: Proposed First Amendment Revenue Reduction

	MAG (current)	MAG (proposed)	Revenue Reduction	Admin and Marketing Reduction *	Total Revenue Reduction
Jan 1 2020 - Jun 30 2020	8,522,000	5,681,333	(2,840,667)		(2,840,667)
FY 2020-21	17,439,000	5,900,000	(11,539,000)	(974,104)	(12,513,104)
FY 2021-22	18,247,500	6,300,000	(11,947,500)	(974,104)	(12,921,604)
Total	44,208,500	17,881,333	(26,327,167)	(1,948,208)	(28,275,375)

Source: Proposed First Amendment, Budget and Legislative Analyst Calculations

* The initial administrative payment amount in 2007 was \$500,000, increasing annually by the Consumer Price Index (CPI) to \$695,377 in 2019, according to the 2020 Annual Financial Report. The initial marketing payment amount in 2007 was \$200,000, increasing annually by the CPI to \$278,727, according to the 2020 Annual Financial Report.

In addition, the proposed First Amendment reduces the Revenue Share from 55% to 50% in FY 2020-21 and in FY 2021-22. MTA does not expect Clear Channel to pay the Revenue Share in FY 2020-21, as has been the case since the start of the contract in 2007, and is uncertain about whether Clear Channel will generate sufficient revenues to pay the Revenue Share in FY 2021-22.

POLICY CONSIDERATION**MTA Budget Deficit**

The Controller's Nine Month Budget Status report projected that MTA will have a \$261.2 million revenue deficit for 2020-21, which is offset by \$261.2 million in expenditure reductions and federal funds. According to the Nine-Month report, MTA projects \$341.0 million in additional federal relief funds through H.R. 133, of which \$126.9 million will be allocated to the FY 2020-21 budget and the balance of \$214.1 million will be allocated to the FY 2021-22 budget. MTA plans to use federal relief funds to cover the loss of revenue from the Clear Channel Agreement.

Clear Channel Performance

The Agreement between MTA and Clear Channel provides for Clear Channel to maintain the transit shelters and kiosks and respond to transit shelter and kiosk service calls within 24 hours. Clear Channel's maintenance expenses are deducted from the MAG payments to MTA and include a base maintenance expense deduction of \$330,478, and other maintenance expense deductions approved by MTA. According to the April 23, 2021 memorandum from the MTA

Director to the Board of Supervisors, Clear Channel has performed satisfactorily in maintaining existing transit shelters and kiosks and installing new transit shelters.

The original Agreement between MTA and Clear Channel also provides for MTA to receive a percentage of advertising revenues in excess of the MAG payment, if advertising revenues were above a threshold amount defined in the Agreement. Clear Channel has not achieved revenues above the threshold amount since the beginning of the Agreement in 2007, and according to the 2019 Annual Financial Report, had revenues that were less than the MAG in the four-year period between 2016 and 2019. According to Ms. Gail Stein, MTA Finance Manager, the Agency does not believe the City could secure a more financially advantageous agreement with a different vendor if the contract were put out to bid at the end of the current term in CY 2022.

Because the proposed resolution would cause a loss of revenue for MTA, we consider approval to be a policy matter for the Board of Supervisors.

RECOMMENDATION

Approval of the proposed resolution is a policy matter for the Board of Supervisors.

FIRST AMENDMENT TO TRANSIT SHELTER ADVERTISING AGREEMENT

This FIRST AMENDMENT to the Transit Shelter Advertising Agreement is made and entered into _____ by and between the City and County of San Francisco (City), by and through its Municipal Transportation Agency (SFMTA), and its Port Commission (Port), and Clear Channel Outdoor, LLC, a Delaware corporation (Contractor).

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below).
- B Due to the impacts from the COVID-19 pandemic, which have had, and continue to have, an unprecedented, significant and material adverse effect on Contractor's ability to generate revenue under the Agreement, Contractor has been unable to maintain the minimum annual guarantee (MAG) payments under the Agreement. City and Contractor have agreed to modify the Agreement on the terms and conditions set forth herein to reduce revenue payments in Fiscal Years 20/21 and 21/22 and obtain additional advertising opportunities and support for the SFMTA.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1. Definitions

The following definitions shall apply to this Amendment:

- 1.1 Agreement.** The term "Agreement" shall mean the Agreement between City and Contractor, dated December 10, 2007, for advertising on SFMTA transit shelters and kiosks.
- 1.2 Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2. Modifications to the Agreement

2.1. A new Section 5.6 (City's Use of Digital and Print Advertising Space) is added to the Agreement to read as follows:

5.6 City's Use of Digital and Print Advertising Space. Contractor shall provide guaranteed use of digital and print advertising space and other media services equivalent to amounts commercially available at an amount of \$1,000,000 (based on Contractor's then current rates) in each of Fiscal Years 20/21 and 21/22.

2.2. Section 7.1.1(b)(i) (Administrative Payments) of the Agreement is replaced in its entirety to read as follows:

(i) Administrative Payments. No later than 30 Days after the Effective Date and no later than September 1 of each year thereafter during the term of the Agreement, Contractor shall pay the SFMTA a minimum of \$500,000 ("base rate"), as escalated each year by the percentage change in the most recently published 12-month average CPI. Notwithstanding the above, no payments shall be due on September 1, 2020 and September 1, 2021.

2.3. Section 7.1.1(b)(iii) (Marketing Support) of the Agreement is replaced in its entirety to read as follows:

(iii) Marketing Support. No later than 30 Days after the Effective Date and no later than September 1 each year thereafter during the term of the Agreement, Contractor shall contribute \$200,000 to the SFMTA, as escalated each year by the percentage change in the most recently published 12-month average CPI. Notwithstanding the above, no payments shall be due on September 1, 2020 and September 1, 2021.

2.4. Section 7.1.1(b)(iv), Table 1 (MAG Amounts and Revenue Share Percentage) of the Agreement is amended as to the time periods shown below to read as follows:

Table 1: MAG Amounts and Revenue Share Percentage

Fiscal Year	MAG	Minimum Gross Revenues in Previous Fiscal Year	Alternate MAG	Revenue Share
January - June 2020	\$ 5,681,333			55%
July 2020 - June 2021	\$ 5,900,000			50%
July 2021 - June 2022	\$ 6,300,000			50%

2.5. Section 21.7 (Assignment) of the Agreement is replaced in its entirety to read as follows:

21.7 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors and the Port. The City’s consent may not be unreasonably withheld; however, the City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (a) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (b) not forbidden by applicable law from transacting business or entering into contracts with City; and (c) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

Article 3. Effective Date

The modifications set forth in Section 2 shall be effective on and after the date first referenced above.

Article 4. Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. Nothing herein shall be deemed to waive rights either party may have under the Agreement or at law, all of which are reserved.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <p>By _____</p> <p>Jeffrey P. Tumlin Director of Transportation</p> <p>SFMTA Board of Directors Resolution No. _____ Dated: _____</p> <p>Attest:</p> <p>_____</p> <p>Secretary, Municipal Transportation Agency Board of Directors</p> <p>San Francisco Port Commission</p> <p>_____</p> <p>Executive Director</p> <p>Port Commission Resolution No. _____ Dated: _____</p> <p>Board of Supervisors Resolution No. _____ Dated: _____</p> <p>Attest:</p> <p>_____</p> <p>Clerk of the Board</p> <p>Approved as to Form: Dennis J. Herrera, City Attorney</p> <p>By: _____ Robin M. Reitzes Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>Clear Channel Outdoor</p> <p>_____</p> <p>Robert Schmitt Senior Vice President and Regional President—Northern California</p>
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London Breed, Mayor

Gwyneth Borden, Chair
Amanda Eaken, Vice Chair
Cheryl Brinkman, Director
Steve Heminger, Director

Fiona Hinze, Director
Sharon Lai, Director
Manny Yekutieli, Director

Jeffrey Tumlin, Director of Transportation

April 23, 2021

**The Honorable Members of the Board of Supervisors
City and County of San Francisco
1 Dr. Carlton Goodlett Place, Room 244
San Francisco, CA 94102**

Subject: Request for Approval – Amendment to the Transit Shelter Advertising Agreement

Honorable Members of the Board of Supervisors:

The San Francisco Municipal Transportation Agency (SFMTA) requests that the San Francisco Board of Supervisors approve the First Amendment (Amendment) to the Transit Shelter Advertising Agreement with Clear Channel Outdoor to reduce the minimum annual guarantee payments, as well as administrative and marketing payments, from May 1, 2020 through June 30, 2022 due to the impacts from the COVID-19 pandemic.

BACKGROUND

Previous Board action

On September 4, 2007, the SFMTA Board of Directors approved the award of a new Transit Shelter Advertising Agreement (Agreement) to Clear Channel Outdoor (Clear Channel). The San Francisco Port Commission also approved the Agreement on September 25, 2007 (some transit shelters are on Port property) and the Board of Supervisors in October 2007. On March 2, 2021, the SFMTA Board approved the Amendment; the Port Commission is expected to approve it on April 27, 2021. The Agreement began on December 10, 2007 and continues for a term of 15 years, plus one five-year option to extend at the City's sole discretion.

COVID-19 Pandemic

Due to the impacts from the COVID-19 pandemic, which have had, and continue to have, an unprecedented, material adverse effect on Clear Channel's ability to generate revenue from advertising, Clear Channel approached the SFMTA for reductions in certain payments due to the City under the Agreement. The advertising market is very weak as a result of the pandemic, which has resulted in City and State lockdowns and public health/stay-at-home orders, reductions in transit service to core levels, and customers staying away from transit. Successful transit advertising requires large numbers of people to view the ads on the street and on transit. As of early April, the SFMTA estimates that ridership is at approximately 30-40 percent of pre-pandemic levels. It is unclear when ridership will return to pre-pandemic numbers. A snapshot of the reduction in Clear Channel's advertising revenues from April 2020 to February 2021 (as of early April) is provided below:

Month	2020	2019	Variance %
April	\$ 397,936	\$ 989,668	-60%
May	\$ 262,602	\$1,511,997	-83%
June	\$ 349,041	\$1,534,724	-77%
July	\$ 307,772	\$1,026,586	-70%
August	\$ 139,652	\$1,164,578	-88%
September	\$ 530,197	\$1,514,092	-65%
October	\$ 283,769	\$1,674,636	-83%
November	\$ 307,797	\$1,420,520	-78%
December	\$ 480,930	\$1,494,665	-68%
January (2021/2020)	\$ 275,379	\$1,009,216	-73%
February (2021/2020)	\$ 174,710	\$1,451,272	-88%

The Amendment will help Clear Channel to survive and preserve jobs while continuing its critical services to the SFMTA and its customers. The SFMTA deemed Clear Channel’s maintenance staff to be essential workers at the outset of the COVID-19 pandemic. Clear Channel has retained all of these workers, who have performed all of the required maintenance during this time. Clear Channel has also continued to provide a skilled subcontractor to assist the SFMTA and San Francisco Public Works project managers with critical capital work throughout the COVID-19 pandemic. Projects have included Geary Bus Rapid Transit, L Taraval, and 22 Fillmore (16th Street). Going forward, Clear Channel’s financial responsibilities include significant new transit shelter purchases for both the Van Ness Bus Rapid Transit and Better Market Street projects.

In response to Clear Channel’s request, the SFMTA has provided forbearance on minimum annual guarantee (MAG) payments since May 1, 2020. The goal of forbearing, or deferring, required payments was to provide time for the financial impacts of the pandemic to clarify. Forbearance did not reduce or forgive the revenue payments ultimately due to the SFMTA; forgiveness of those payments requires the approval of a contract amendment.

The SFMTA is now proposing to forgive certain payments and has negotiated the Amendment, which will cover the period from May 1, 2020 through June 30, 2022. The table below is the original table from the Agreement:

Table 1: MAG Amounts and Revenue Share Percentage (contract)

Fiscal Year	MAG	Minimum Gross Revenues in Previous Fiscal Year	Alternate MAG	Revenue Share
2007-08	\$ 6,909,000	\$21,000,000	\$10,318,000	55%
2008-09	\$ 7,614,000	\$23,000,000	\$11,553,000	55%

2009-10	\$ 8,232,000	\$25,000,000	\$12,607,000	55%
2010-11	\$ 8,644,000	\$27,000,000	\$13,237,000	55%
2011-12	\$ 9,076,000	\$29,000,000	\$13,899,000	55%
2012-13	\$11,812,000	\$31,000,000	\$14,595,000	55%
2013-14	\$12,339,000	\$33,000,000	\$15,324,000	55%
2014-15	\$12,893,000	\$35,000,000	\$16,090,000	55%
2015-16	\$13,474,000	\$34,000,000	\$16,895,000	55%
2016-17	\$14,084,000	\$36,000,000	\$17,739,000	55%
2017-18	\$15,577,000	\$38,000,000	\$18,626,000	55%
2018-19	\$16,293,000	\$41,000,000	\$19,558,000	55%
2019-20	\$17,044,000	\$42,000,000	\$20,536,000	55%
2020-21	\$17,834,000	\$44,000,000	\$21,563,000	55%
2021-22	\$18,661,000	\$46,000,000	\$22,640,000	55%
2022-23*	\$21,082,000*	\$48,000,000*	\$24,637,000*	57%*
2023-24*	\$22,073,000*	\$50,000,000*	\$25,869,000*	57%*
2024-25*	\$23,114,000*	\$53,000,000*	\$27,162,000*	57%*
2025-26*	\$24,207,000*	\$56,000,000*	\$28,521,000*	57%*
2026-27*	\$25,353,000*	\$59,000,000*	\$29,946,000*	57%*
Total	\$306,315,000		\$381,315,000	

*Assumes the option is exercised to extend the term

The following table reflects the changes negotiated by the SFMTA for both the MAG and the revenue share (which is a percentage of advertising sales):

Table 1: MAG Amounts and Revenue Share Percentage (revised)

Contract Year+	MAG	Minimum Gross Revenues in Previous Fiscal Year	Alternate MAG	Revenue Share
2007-08	\$ 6,909,000	\$21,000,000	\$10,318,000	55%
2008-09	\$ 7,614,000	\$23,000,000	\$11,553,000	55%
2009-10	\$ 8,232,000	\$25,000,000	\$12,607,000	55%
2010-11	\$ 8,644,000	\$27,000,000	\$13,237,000	55%
2011-12	\$ 9,076,000	\$29,000,000	\$13,899,000	55%
2012-13	\$11,812,000	\$31,000,000	\$14,595,000	55%
2013-14	\$12,339,000	\$33,000,000	\$15,324,000	55%
2014-15	\$12,893,000	\$35,000,000	\$16,090,000	55%
2015-16	\$13,474,000	\$34,000,000	\$16,895,000	55%
2016-17	\$14,084,000	\$36,000,000	\$17,739,000	55%
2017-18	\$15,577,000	\$38,000,000	\$18,626,000	55%
2018-19	\$16,293,000	\$41,000,000	\$19,558,000	55%

January - June 2020	\$ 5,681,333			55%
July 2020 - June 2021	\$ 5,900,000			50%
July 2021 - June 2022	\$ 6,300,000			50%
July - December 2022	\$ 9,330,500			55%
2022-23*	\$21,082,000*	\$48,000,000*	\$24,637,000*	57%*
2023-24*	\$22,073,000*	\$50,000,000*	\$25,869,000*	57%*
2024-25*	\$23,114,000*	\$53,000,000*	\$27,162,000*	57%*
2025-26*	\$24,207,000*	\$56,000,000*	\$28,521,000*	57%*
2026-27*	\$25,353,000*	\$59,000,000*	\$29,946,000*	57%*

*Assumes the option is exercised to extend the term

+Clarifies that payments are based on the contract year, December 10 – December 9

The Amendment eliminates administrative payments (approximately \$700,000 per year) and marketing support (approximately \$280,000 per year) for two years. It does not, however, affect the annual payments to the San Francisco Arts Commission that support its programs (approximately \$370,000 per year).

Transit advertising contractors other than Clear Channel have had similar difficulties, have also made requests for financial relief to transit agencies, and in many cases have received it. These requests have involved contracts for both transit shelter and transit vehicle advertising. Contract changes have generally eliminated MAG payments for some period of time and substituted a revenue share only. The SFMTA, however, will still be receiving some MAG payments from Clear Channel (see second table above). Examples of transit agencies that have approved revenue share payments only for transit vehicle advertising contracts due to the pandemic include the Bay Area Rapid Transit District (BART), Los Angeles County Metropolitan Transportation Agency, Washington Metropolitan Area Transit Authority, Massachusetts Bay Transportation Authority (Boston), Metropolitan Atlanta Rapid Transit Authority and King County Metro (Seattle). The SFMTA’s transit vehicle advertising contractor, Intersection Media, LLC, has made a similar request, which the SFMTA Board has also approved. Clear Channel also has transit shelter contracts with the District (of Columbia) Department of Transportation, which has not made any changes to revenue payments thus far, and with AC Transit, which is operating under a one-year extension and is not receiving its customary administrative fee (its contracts have not included MAGs or a revenue share).

The Board of Supervisors has recently approved a rent relief program for the San Francisco International Airport (SFO), which acknowledges the economic challenges posed by the pandemic and is intended to assist with business survival and recovery. This program includes Clear Channel Airports, a subsidiary of Clear Channel Outdoor. SFO’s program provides for rent forgiveness rather than rent deferral/forbearance.

Guaranteed Advertising Space

The Amendment also adds guaranteed use of digital and print advertising space on transit shelters and kiosks and other media services, which will help with the SFMTA's public information campaigns to encourage our customers to return to transit. Clear Channel has agreed to provide space valued at \$1,000,000 in each of fiscal years 2020-21 and 2021-22. Clear Channel has also pledged to provide support for the SFMTA's recently awarded Public Transportation COVID-19 Research Demonstration Grant from the Federal Transit Administration. Clear Channel, which sent a letter to the FTA in support of the grant, will provide in-kind services to develop consumer messaging, design work and advertising campaigns to re-build confidence in using public transportation.

Other Contract Terms

To date, Clear Channel has performed satisfactorily in fulfilling the requirements of the Agreement. Other contract requirements include the following:

- Inspect and clean all transit shelters (approximately 1,100) at least twice per week, except for shelters on Market Street, which must be inspected at least three times per week;
- Daily maintenance of 150 boarding platforms;
- Timely response to calls for additional cleaning through the City's 3-1-1 system (Clear Channel reports approximately 141 requests per month for calendar year 2020);
- Provide new shelters, as requested, up to a total of 1,500 (between shelter removals and additions for City and SFMTA projects and other requests, the number of shelters has been stable since the beginning of the Agreement);
- Maintain and bring new power connections to shelters to support both safety lighting and the SFMTA's customer information system; and
- Support public and private construction projects with temporary shelter removals and reinstallations, links to power sources and, where appropriate, new shelter installations.

Terms not modified by the Amendment will remain unchanged.

STAKEHOLDER ENGAGEMENT

The SFMTA has made presentations to the Citizens' Advisory Council about its advertising agreements prior to approval. The Amendment relates to financial terms only and does not impact the operational terms of the Agreement, such as maintenance, which might affect the SFMTA's customers.

The SFMTA has also received communications from Teamsters Local 853, which represents Clear Channel's maintenance workers, in support of contract changes that would continue their employment and, more recently, in support of this proposed Amendment.

ALTERNATIVES CONSIDERED

The SFMTA could decline to enter into the Amendment, but such an action might lead to Clear Channel's inability to fulfill its financial commitments and deliver the financial and other benefits to the SFMTA and the City provided in the Agreement. By entering into the Amendment, the SFMTA will help to ensure that the SFMTA and the City will receive reduced, but still substantial, financial benefits from May 1, 2020 through June 30, 2022, plus all of the other benefits provided in the Agreement. There is no guarantee that the SFMTA would be able to enter into another transit shelter contract in the event that the Agreement ends; at a minimum, it would likely take nine months to a year to rebid this work and new bids, if any, would likely be inferior to the guaranteed amounts and services in the current Agreement.

FUNDING IMPACT

Under the terms of the Amendment, Clear Channel's MAG, administrative and marketing payments to the City would be reduced from May 1, 2020 through June 30, 2022. The reductions to the MAG would total approximately \$900,000 less than budgeted for fiscal year 2020-21 and approximately \$6,000,000 less than budgeted for fiscal year 2021-22 due to the slower than expected economic recovery from the COVID-19 pandemic. The Amendment also eliminates administrative payments (approximately \$700,000 per year) and marketing support (approximately \$280,000 per year) for these two fiscal years.

The SFMTA expects that it will receive approximately \$714.5 million in Federal relief funding as of the end of fiscal year 2020-21. The funds have been or will be applied to offset deficits in fiscal years 2019-20, 2020-21 and 2021-22, including reductions in advertising revenue that supports transit service. The SFMTA also expects to receive over \$400 million in additional Federal relief funding to offset deficits in fiscal years 2020-21, 2021-22 and 2022-23.

RECOMMENDATION

The SFMTA urges the San Francisco Board of Supervisors to approve the First Amendment (Amendment) to the Transit Shelter Advertising Agreement with Clear Channel Outdoor to reduce the minimum annual guarantee payments, as well as administrative and marketing payments, from May 1, 2020 through June 30, 2022 due to the impacts from the COVID-19 pandemic.

Sincerely,



Jeffrey P. Tumlin
Director of Transportation



Municipal Transportation Agency
Board of Directors & Parking Authority



San Francisco Municipal Transportation Agency
TRANSIT SHELTER ADVERTISING AGREEMENT

Date: December 10, 2007



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EXHIBITS

- Exhibit A List of SFMTA Historic Shelters (All Non-Commercial)
- Exhibit B-1 List of Shelters and Kiosks by Number
- Exhibit B-2 List of Shelters and Kiosks (Alphabetical)
- Exhibit C Municipal Railway Metro Extension High Level Boarding Platform and E-Line Low-Level Boarding Platforms
- Exhibit D List of Low-Level & High Level Platforms Under Port Jurisdiction
- Exhibit E Map of E-Line Low-Level Boarding Platforms and Third Street T-Line High Level Boarding Platforms



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- Exhibit F List of Low Level Platforms
- Exhibit G Stonestown High Level Boarding Platform
- Exhibit H Contractor's Maintenance and Repair Duties
- Exhibit I DPW Order No. 117,159
- Exhibit J Policy Governing Advertising on MTA Property, effective January 16, 2007
- Exhibit K Map of F-Line
- Exhibit L NextBus Specifications
- Exhibit M San Francisco GIS Data License Agreement
- Exhibit N SFMTA SBE Form No. 4 Subcontractor Participation Declaration, and SFMTA SBE Form No. 5 Small Business Enterprise Acknowledgment Declaration
- Exhibit O Map of Zone 1



TRANSIT SHELTER ADVERTISING AGREEMENT

This Agreement is made and entered into this 10th day of December, 2007, by and between the City and County of San Francisco ("City"), by and through its Municipal Transportation Agency ("SFMTA") and by and through its San Francisco Port Commission ("Port"), and Clear Channel Outdoor, Inc., a Delaware corporation ("Contractor").

RECITALS

A. SFMTA operates a municipal transportation system known as the San Francisco Municipal Railway and governs the operations of the San Francisco Department of Parking and Traffic.

B. SFMTA desires to enter into a Transit Shelter Advertising Agreement for the benefit of San Francisco transit passengers and City residents, for the placement, maintenance and repair of Structures on public property that may carry advertising.

C. After a competitive solicitation, SFMTA has awarded this Transit Shelter Maintenance and Advertising Agreement to Clear Channel Outdoor, Inc.

D. Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Agreement;

NOW, THEREFORE, the parties have agreed to the following terms and conditions:

1. DEFINITIONS. The terms used in this Agreement will have the following meanings:

1.1. ADA. The Americans With Disabilities Act of 1990, as amended, including all relevant regulations adopted by the U.S. Department of Justice and the U.S. Department of Transportation.

1.2. Alternative Shelter. A Shelter designed to provide, at a minimum, seating and rider information, for locations where conditions will not accommodate a Shelter meeting the requirements of Section 8.1.2.

1.3. Agreement. This Transit Shelter Advertising Agreement and all referenced Exhibits to this Transit Shelter Advertising Agreement, which are incorporated by reference as though fully set forth herein.

1.4. Annual Financial Report. The report required to be submitted under Section 11.2.

1.5. Arts Commission. The San Francisco Arts Commission, the City Commission with responsibility for approving the designs for public Structures and the design and location of works of art placed upon or removed from City property, and for promoting art and artists in San Francisco neighborhoods pursuant to the authority granted in San Francisco Charter Section 5.103.

1.6. Associated Equipment. All spare parts in Contractor's possession for the maintenance and repair of Structures.

1.7. Bicycle-Sharing Program. A program to be implemented by Contractor pursuant to Section 20.1, as further described in Contractor's Proposal, which program shall include the provision of bicycles, bicycle racks, and related equipment and services.



1.8. Carryover Contract. Any advertising contract that is assigned to Contractor by City as of the Effective Date of this Agreement until the expiration of the original term of the advertising contract, and any advertising contract entered into by Contractor with an expiration date later than the termination of this Agreement.

1.9. City. The City and County of San Francisco, a municipal corporation. The rights of City in this Agreement inure to the benefit of the City and County of San Francisco and all of its constituent departments. However, except as otherwise expressly provided herein, the powers and duties to be exercised by City pursuant to this Agreement shall be exercised by SFMTA by and through the Executive Director/CEO.

1.10. Commercial. When used to describe any Structure, "Commercial" refers to the authority granted under this Agreement and applicable law to display advertising.

1.11. Consumer Price Index, CPI. Consumer Price Index distributed by the Bureau of Labor Statistics (BLS) for the Consolidated Metropolitan Statistical Area (CMSA) covering San Francisco - Oakland - San Jose.

1.12. Days. Unless otherwise specified, all references to the term "Days" refer to calendar days.

1.13. Design. A detailed representation of the architectural and artistic features for a set of related Structures as requested by the City.

1.14. Design Approval Date. The date that the Arts Commission or, if required, the Port, whichever is later, has approved Designs submitted by Contractor pursuant to Section 8.1(a).

1.15. Department of Public Works, DPW. The San Francisco Department of Public Works.

1.16. Effective Date. December 10, 2007.

1.17. E-Line. The future streetcar line from Fisherman's Wharf to Mission Bay, and as it may be renamed, extended or changed.

1.18. Executive Director/CEO. The Executive Director and Chief Executive Officer of the SFMTA, or his or her designee.

1.19. Existing. When used to describe any Shelter or Kiosk, "Existing" refers to a Shelter or Kiosk that was owned by CBS Outdoor, Inc. prior to the Effective Date of this Agreement, as listed in Exhibits B1 and B2.

1.20. Fiscal Year. July 1 through June 30.

1.21. F-Line. The streetcar line going from Castro Street to Fisherman's Wharf, as illustrated in the map attached as Exhibit K, and as it may be renamed, extended or changed.

1.22. Graffiti. Any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, Structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, Shelters, Kiosks, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" does not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the



California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

1.23. Gross Revenues. Total amounts received annually by Contractor in connection with the rights granted and duties performed under this Agreement less: (a) verified advertising agency commissions actually paid by Contractor or deducted by an advertising agency from advertising revenues payable to Contractor; and (b) sales commissions paid by Contractor to its employees amounting to three percent of revenues received by Contractor or receivable in connection with advertising sales under this Agreement.

1.24. High-Level Boarding Platform. The boarding platforms supplying level boarding directly into light rail vehicles without the necessity of a ramp or lift. As of the Effective Date of this Agreement, High-Level Boarding Platforms serve the Stonestown, Folsom Street, Brannan Street, King and 2nd Streets, Caltrain Station, and T-Line transit stops.

1.25. Historic Shelters. Those Shelters owned by SFMTA with an architecturally significant design as listed in Exhibit A.

1.26. Kiosk. A Structure containing no more than three display panels.

1.27. Low-Level Boarding Platform. The boarding platforms in the street right-of-way that are not High-Level Boarding Platforms. As of the Effective Date of this Agreement, Low-Level Boarding Platforms serve the E-Line, F-Line, and parts of the J-Line, K-Line, L-Line, M-Line, and N-Line as described in Exhibit F.

1.28. MAG or Alternate MAG. The minimum annual guarantee or alternate minimum annual guarantee payment required by Section 7.1.1(b)(iv) of the Agreement.

1.29. Maximum Ad Panel Size. Twenty-four square feet (24ft²) in area, and no greater than six feet (6') in height or four feet (4') in width.

1.30. New. When used to describe any Structure, "New" refers to a Structure that is constructed or installed under the terms of this Agreement.

1.31. Noncommercial. When used to describe any Structure or a display that is part of a Structure, "Noncommercial" refers to a Structure that is not permitted to contain commercial advertising under this Agreement.

1.32. Outage. Any period of time during which the IMCDS, required by Section 9.7, is not fully operational in accordance with the requirements of this Agreement or is not accessible to the SFMTA or the public.

1.33. Port. The Port of San Francisco, a department of the City, acting through its Executive Director, its Port Commission, or their respective designees.

1.34. Proposal. The proposal submitted by Contractor in response to the City's Request for Proposals, dated April 23, 2007, as such proposal was amended on April 26, 2007 and May 4, 2007.

1.35. Public Entity Shelters. Shelters within the geographic boundaries of the City but owned by a public entity other than the City.

1.36. Public Right(s)-of-Way. The area across, along, beneath, in, on, over, under, upon, and within the dedicated public alleys, boulevards, courts, lanes, roads, sidewalks, spaces, streets, and ways within the geographic boundaries of the City.

1.37. Records. All documents created, received or maintained by Contractor in connection with performance under this Agreement, including, but not limited to, books, accounts, invoices,



maintenance and service logs, database information, contracts, construction documents, payroll information, maintenance, construction and service logs and other documents, whether or not kept in electronic format.

1.38. Request for Proposals, RFP. The Request for Proposals issued by the City on February 1, 2007, attached hereto and incorporated by reference as though fully set forth.

1.39. San Francisco Municipal Transportation Agency; SFMTA. The Municipal Transportation Agency, an agency of the City and County of San Francisco established by San Francisco Charter Article VIII A, or any successor agency.

1.40. SFMTA-Constructed Shelters. Shelters on the High-Level Platforms and Historic Shelters.

1.41. Shelter, Transit Shelter. A Structure for the use of the SFMTA and its transit passengers located at an outdoor public transit stop on the sidewalk, a Low-Level Boarding Platform, a High-Level Boarding Platform or in any other area immediately adjacent to public transit rights-of-way. Except where otherwise specified in this Agreement, "Transit Shelter" and "Shelter" include Historic Shelters, Alternative Shelters, SFMTA-constructed Shelters, and Public Entity Shelters, and all elements on High-Level Boarding Platforms, including advertising display cases, for which Contractor is required to provide amenities, maintenance, or any other services under this Agreement.

1.42. Signal Control Cover. A Structure to cover signal control equipment owned by SFMTA.

1.43. Small Business Enterprise; SBE. A disadvantaged business enterprise certified through the California Unified Certification Program, a local business certified by the San Francisco Human Rights Commission, a small business enterprise certified by the State of California, or any similar business certified by a successor process approved by the SFMTA.

1.44. Station Canopies. The canopies that may be installed over entrances to subway stations pursuant to Section 20.2.

1.45. Structures. All infrastructure and facilities required to be constructed, installed or maintained pursuant to this Agreement including but not limited to Shelters, Kiosks, Boarding Platforms, Signal Control Covers, Transit Stop Poles, and, if required to be installed, Station Canopies and equipment installed under the Bicycle-Sharing Program.

1.46. T-Line. The light rail vehicle transit line that extends from the Caltrain Station at Fourth and King Streets to the Sunnysdale Station, as illustrated in the map attached as Exhibit E, and as it may be renamed, extended or changed.

1.47. Time and Materials. If performed by Contractor's employees, a payment rate to include the cost of materials without mark-up, and an hourly rate of no more than \$50.00 during the first year of the Agreement as adjusted by the CPI annually thereafter; if performed by an independent contractor, the actual amount billed by the independent contractor without further mark-up by Contractor.

1.48. Transit Stop Poles. The poles to be installed by Contractor at transit stops in accordance with the requirements of Section 4.1.3.

1.49. Unavoidable Delay. A delay in Contractor's performance of its duties under the Agreement that Contractor demonstrates within 10 Days of City demand could not have been avoided by Contractor's exercise of due care, prudence, foresight, or diligence and that arises directly from: an act of God; fire; flood; windstorm; tornado; earthquake; war; riot; insurrection; epidemic;



quarantine restrictions; acts of terrorism; inability of Contractor to procure labor to the extent that such inability is not caused by disputes related to collective bargaining; inability of Contractor to procure material; fuel shortage; freight embargo; accident; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; the prevention by the City of Contractor from commencing or prosecuting any of its duties under the Agreement; inability of Contractor to obtain applicable permits and licenses from relevant governmental authorities; or failure of public utility service or internet service outside the control of Contractor.

1.50. Union Square/Tenderloin Area. The area of the City bounded by Market Street, Sutter Street, Polk Street, and Grant Avenue.

2. GRANT OF ADVERTISING RIGHTS AND PRIVILEGES

2.1. Rights Granted

2.1.1. SFMTA to Contractor. During the term of this Agreement, and subject to the requirements of this Agreement and applicable laws, SFMTA grants to Contractor the exclusive right to place print advertising on Transit Shelters and Kiosks governed by this Agreement (a) on the City's Public Rights-of-Way outside the jurisdiction of the Port; and (b) on any Public Right-of-Way that is serviced by a public transit line under an arrangement between the SFMTA and another public entity.

2.1.2. License. In conjunction with the rights granted in this Section 2, and subject to all provisions of this Agreement and applicable law, the City grants Contractor a license to install Commercial Structures on the Public Rights-of-Way.

2.2. Distance from other Advertising. City shall not enter into any contract or agreement, including any amendment to any existing agreement, granting to any third party any right to place advertising larger than eighteen (18) square feet on any free-standing structure on the Public Rights-of-Way (except buildings of at least 250 square feet of floor area) within a 60-foot radius from any Shelter or Kiosk; provided, however, that nothing in this section shall limit the display of public service announcements on behalf of any non-profit, public, educational, or charitable organization. This restriction shall not apply to any free-standing structure that has been constructed prior to the Effective Date of this Agreement.

2.3. Port to Contractor. Port grants to Contractor the exclusive right to place print advertising on Structures on City property within Port jurisdiction during the term of this Agreement, subject to the terms and conditions of this Agreement.

2.4. Rights Retained/Limitations on Contractor's Rights.

2.4.1. Advertising. Contractor acknowledges that City retains and reserves all advertising rights that are not specifically granted by this Agreement. Except as otherwise provided in this Agreement, the rights retained and reserved by City include, but are not limited to, the right to sell or contract to sell advertising on SFMTA property, and the right to license or otherwise provide for the use of any trade name, trade mark, or other identifying device or symbol used, owned or registered by City.

2.4.2. Advertising Space Subject to Change. Contractor acknowledges and agrees that the space available for advertising on Structures may vary from time to time for various reasons.



2.4.3. Transportation Priority. Contractor acknowledges and agrees that advertising, and the grant of advertising rights provided for in this Agreement, are incidental to the SFMTA's transportation business, which may undergo changes affecting the advertising rights granted. Except as provided in Section 7.3, SFMTA will have no liability to Contractor for any change in its routes, in the number of transit vehicles operated by it, in ridership, or for any other change affecting the level or scope of advertising authorized by SFMTA.

2.4.4. Use of Structures. Contractor may not use the Structures for any purpose other than those expressly provided in this Agreement.

2.4.5. No Damage to City Property. Contractor and its subcontractors may not damage City property. If in the course of its activities under the Agreement Contractor or any of its employees or subcontractors damages any property belonging to City, Contractor shall compensate the City for the full extent of its losses resulting from the damage. At City's option, City may require Contractor to repair any such damage.

2.4.6. Nuisances. Contractor shall conduct its activities under this Agreement in a manner that does not constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to City, or to the public.

2.5. Carryover Contracts

2.5.1. Beginning of Term. As of the Effective Date of this Agreement, SFMTA will transfer to Contractor the rights to all Carryover Contracts it has acquired from CBS Outdoor, Inc., along with copies of those Contracts. Following such transfer, Contractor shall pay to CBS Outdoor, Inc., when and as received from the advertisers, 20% of the gross income received from such Carryover Contracts for a period of no greater than 180 Days following the Effective Date of this Agreement. Contractor agrees that CBS Outdoor, Inc. is a third party beneficiary with a right to enforce against Contractor only the payment obligation imposed by this Section 2.3.1.

2.5.2. End of Term. Contractor shall not enter any contracts related to performance under this Agreement that extend beyond the termination date of this Agreement without written approval from the City. Contractor shall immediately assign and transfer, and does assign and transfer, to SFMTA any Carryover Contract in effect upon expiration of this Agreement, and such Carryover Contracts thereupon shall become the property of SFMTA. Following such transfer, City shall pay Contractor when and as received from advertisers 20% of the gross income received from such Carryover Contracts for a period of no greater than 180 Days following expiration of this Agreement. City shall not be responsible for payment to Contractor of Contractor's portion of the gross income after City assigns the Carryover Contracts to a nominee provided that the nominee makes Contractor a third party beneficiary with a right to enforce the payment obligation against the nominee. Contractor agrees that the existence of any Carryover Contract will not in any way extend the term of this Agreement. Contractor agrees that it will use its best efforts in good faith to enter into advertising contracts and maximize revenues until the final day of the Agreement.

3. OWNERSHIP OF STRUCTURES.

Structures governed by this Agreement will be the property of City except that Kiosks and Shelters that are not SFMTA-constructed Shelters shall be the property of Contractor and ownership of equipment installed under the Bicycle-Sharing Program will be governed by the amendment to this Agreement reflecting the City's exercise of the option set forth in Section 20.1. Title to any Associated Equipment, and to the Shelters and Kiosks listed on Exhibit B-1, will be transferred to Contractor as of the Effective Date of this Agreement. Public Entity Shelters shall remain the property of the relevant public entity or its successor.



4. INSTALLATION REQUIRED

4.1. General. In consideration for the exclusive advertising rights granted in Section 2.1, above, Contractor shall design, install, repair and maintain Structures as set forth below.

4.1.1. Shelters and Kiosks. Except as otherwise authorized in writing by the City, all Existing Shelters and Existing Kiosks shall be replaced with New Shelters and New Kiosks no later than six years from the Effective Date. Contractor shall install at least five New Shelters within 12 months from the Design Approval Date. In addition, the City may require Contractor to install New Shelters and Kiosks up to the limits established in Section 4.1.2.

4.1.2. Number of Commercial and Noncommercial Shelters and Kiosks. Contractor shall maintain a minimum of 1,100 and a maximum of 1,500 Shelters and a minimum of 39 and a maximum of 150 Commercial Kiosks or Commercial Signal Control Covers at all times through the term of this Agreement, not including SFMTA-constructed Shelters. Upon completion of construction, in accordance with any approved construction schedule required by Section 8.4.1, there shall be one Noncommercial Structure for every two Commercial Structures, not including Shelters on High-Level Boarding Platforms.

4.1.3. Transit Stop Poles. In accordance with its Proposal and the approved construction schedule, and at no cost to City, Contractor shall install 3,000 Transit Stop Poles with attached signs at transit stops where there are no Shelters within seven years from the date on which the Design receives final approval from the Arts Commission. Contractor shall be responsible for removing existing Transit Stop Poles at locations where they are to be replaced. City will designate those stops where the Transit Stop Poles are to be installed and what information will be contained in the sign attached to each Transit Stop Poles. Contractor shall be responsible for obtaining any required permits to install or remove the Transit Stop Poles. SFMTA will pay the Contractor on a Time and Materials basis for (a) any maintenance and repair of Transit Stop Poles that the SFMTA requests and (b) procurement and installation of any additional Transit Stop Poles it requests over 3,000. Contractor, at its own cost, shall replace and dispose of any Transit Stop Poles that are damaged too severely to be repaired provided that it has not installed the 3,000 required Transit Stop Poles. Such replacement shall be credited towards the Contractor's 3,000 Transit Stop Pole commitment.

4.1.4. Signal Control Covers. Within one year of any City request, Contractor shall construct and install a Signal Control Cover at any location up to a total of 1,500 Signal Control Covers. Contractor shall be responsible for all construction and installation costs for each Commercial Signal Control Cover and for one additional Noncommercial Signal Control Cover for every Commercial Signal Control Cover, provided that Contractor shall have the right to determine the location of any and all Commercial Signal Control Covers from a list of potential locations provided by the SFMTA. SFMTA will pay the Contractor on a Time and Materials basis for (a) any additional Noncommercial Signal Control Covers it requires, and (b) any maintenance and repair of Noncommercial Signal Control Covers that SFMTA requests, which amounts may be deducted from the MAG payments. Upon approval by the City, Contractor may access and use any electrical connections situated within any Signal Control Cover for Contractor's electrical power needs.

4.2. Locations

4.2.1. General. Except as otherwise provided in connection with Shelters and Kiosks on Port property, the SFMTA has sole discretion to designate the locations of all Structures, including which sites are available for advertising. SFMTA does not guarantee any specific site for any particular Structure. SFMTA will cooperate with Contractor in determining siting. If Contractor finds a site to be unsuitable or economically infeasible, Contractor may appeal to the SFMTA for site abandonment and site substitution.



4.2.2. Port Locations. The Port has sole discretion to approve locations recommended by the SFMTA on property under its jurisdiction, including which sites will be available for advertising. Contractor shall maintain one Noncommercial Shelters for every two Commercial Shelters maintained on Port property. Locations already approved by the Port are listed in Exhibits C and D.

4.2.3. Removal or Relocation of Shelters and Kiosks.

(a) **City Request.** City will have the right to require Contractor, at Contractor's sole cost, to remove or relocate any Shelter or Kiosk because of private development, public works projects, public convenience, improved accessibility, City public transit route or stop changes or repeated vandalism. In the event of removal of a Shelter or Kiosk that is requested by the Port pursuant to this Section 4.2.3, the Port will endeavor to identify a suitable alternative location.

(b) **Removal and Relocation Costs for City Requests.** Contractor will bear the full cost of removal and relocation of a maximum of six percent of the total number of Shelters and Kiosks per year, including all necessary sidewalk and curb repairs, and all required permit costs. City will bear all costs of additional removal and relocation requests over six percent of Shelters or Kiosks so long as Contractor is not in default of this Agreement. In the event that a Shelter and Kiosk requires relocation because private development has affected its use, City will use good faith efforts to require developers to pay the costs associated with such relocation.

(c) **Contractor Request.** Contractor may request permission from City to relocate a Structure, at Contractor's expense, if the Installation has been repeatedly vandalized or damaged. Approval of any such request shall be in the sole discretion of the City.

(d) **Time for Relocation.** All removals or relocations of Shelters or Kiosks must commence within five business days of notification by SFMTA to Contractor unless otherwise authorized by SFMTA or the Port's Executive Director through SFMTA, as applicable. Contractor may not relocate or remove a Structure without prior written permission of the SFMTA, or the Port's Executive Director through SFMTA, as applicable, or their respective designees. Contractor is responsible for obtaining all required City permits to relocate a Shelter or Kiosk.

5. NONCOMMERCIAL DISPLAY

5.1. Transit Information. SFMTA reserves the right to place transit information, including maps, schedules, and service bulletins, on every Structure. SFMTA will provide transit information materials to Contractor, and Contractor shall display such transit information at no cost to SFMTA. SFMTA may not sell such space to advertisers either directly or through any intermediary.

5.2. Port Campaign. At least twice a year and subject to the request of the Port, Contractor shall design and furnish, at its sole cost, at least 30 posters as a public service and information campaign, promoting the Port, its tenants and special events. Contractor shall install the posters on available space in SFMTA and Bay Area advertising shelters on which Contractor has a contractual right to place advertising; however, the majority of the posters will be placed on Shelters and Kiosks located in the City. Each campaign will last for at least four weeks. All Designs will be subject to prior Port approval, and Contractor will consult with the Port as to potential available display space. The posters supplied for the Port campaigns will be in addition to any Port public service or information posters placed on Port property pursuant to subsection 5.3.1.

5.3. Unsold Space

5.3.1. City's Use of Unsold Space. By the first day of each month, Contractor shall provide a projection of all unsold advertising space on Shelters and Kiosks anticipated over the next



60 Days to SFMTA and the Port, Shelters and Kiosks in an electronic format. Notwithstanding the provisions of Section 2 of this Agreement, the City has the first option to use, for a minimum of 14 Days, any advertising space, at no charge to the City and for any public purpose, that has not been sold by Contractor. The City will be responsible for providing all printed posters ready for posting by Contractor. The Port, with respect to Shelters and Kiosks on Port property, and the SFMTA with respect to all other Shelters and Kiosks, shall notify Contractor of the City's intention to use the unsold advertising space at least 30 Days prior to the date on which the City's use would begin. If Contractor is unable to deliver said space for any reason after being notified of the City's intention to use unsold advertising space, and if the printed materials are time sensitive and cannot be reused, Contractor shall reimburse the City for all printing and design costs expended in anticipation of the City's use of that advertising space.

5.4. Contractor's Use of Unsold Space. To the extent that the City does not exercise its option to use unsold advertising space in accordance with Section 5.3.1, Contractor may use, at its sole cost and expense, available unsold advertising space: 1) for its own advertisements and promotion designed to increase the sale of advertising space, or 2) to display public service announcements provided by non-profit public, educational, and charitable organizations.

5.5. Installation of Displays for City. Contractor shall install transit information and other displays requested by City within two business days unless the urgency of the situation requires that the displays be installed within a shorter period of time

6. COMMERCIAL ADVERTISING DISPLAYS

6.1. Contractor's Best Efforts. In the exercise of the rights granted by this Agreement, Contractor shall use its best efforts, from the Effective Date through the termination or expiration of this Agreement, to maximize advertising revenues through the sale of advertising space to third parties.

6.2. Commercial Shelters (including F-Line and E-Line Shelters. Except as otherwise provided below, City authorizes Contractor to use the "downstream" side wall (furthest from approaching transit vehicles) or the back panel of any Commercial Shelter to display advertising material. Except as otherwise provided below, no Commercial Shelter can contain advertisements on more than one wall, and no advertisement may exceed the Maximum Ad Panel Size. Unless authorized in advance by City in writing, in no case may Contractor display advertising on the "upstream" end wall closest to the approaching transit vehicle. Any advertising or other material contained in a panel shall be back-lit.

6.3. Kiosks. Subject to all applicable law and approval by any City department with jurisdiction over the matter, Contractor may display advertising on any Kiosk.

6.4. Stonestown Station. Notwithstanding the limitations of Section 6.2, with respect to the Stonestown Station only, Contractor may display advertising on the west-facing sides of eight double-sided display cases on the platform, each four feet by six feet (4'x6') in dimension. Contractor may display public service announcements on two of the east-facing sides of the eight display cases. Contractor shall display only materials provided by the City or public service announcements on the six remaining east-facing sides. City shall have exclusive use of three additional display cases at least two feet by three feet (2' x 3'). The displays under this Section shall be consistent with the photograph of the Stonestown Station attached as Exhibit G.

6.5. Municipal Railway Metro Extension Platforms. Contractor may display advertising on both sides of each double-sided freestanding display case located on each Municipal Railway Metro Extension High-Level Platform along the South Embarcadero and King Street, from



Folsom to 4th and King Streets. The number of display cases on each platform is as shown on Exhibit C.

6.6. T-Line Platforms. On each of the High Level Boarding Platforms serving T-Line transit stops, one two-sided display case shall be reserved solely for materials furnished by the SFMTA or Arts Commission and installed by Contractor within two Days of receipt. Contractor may display advertising in all remaining panels.

6.7. Experimental Advertising. Notwithstanding any other provision of this Agreement, Contractor may propose experimental advertisements on a limited basis. Contractor may implement experimental advertisements with the prior written approval of the SFMTA after a public hearing before the SFMTA Board of Directors, subject to all conditions stated in the approval.

7. PAYMENTS

7.1. Payments by Contractor to City

7.1.1. General. During the term of this Agreement, Contractor shall pay to City the sums set forth below, without any deduction or offset whatsoever except as provided under subsection (b)(iv) of this section 7.1.1. Payments shall be made electronically in accordance with wiring or other remittance instructions provided in writing by City.

(a) One-Time Payment. Contractor shall pay SFMTA a one-time payment of \$5,000,000.00 no later than 30 Days before the Effective Date.

(b) Total Required Payments.

(i) Administrative Payments. No later than 30 Days after the Effective Date and no later than September 1 of each year thereafter during the term of the Agreement, Contractor shall pay SFMTA a minimum of \$500,000.00 (“base rate”), as escalated each year by the percentage change in the most recently published 12 month average CPI. The first payment following the Effective Date shall be prorated according to the number of months of performance under this Agreement in the then current Fiscal Year.

(ii) Payments for Art Commission. No later than 30 Days after the Effective Date and no later than September 1 of each year thereafter during the term of the Agreement, Contractor shall pay a minimum of \$265,000.00 to support the Arts Commission, as escalated each year by the percentage change in the most recently published 12 month average CPI. The first payment following the Effective Date shall be prorated according to the number of months of performance under this Agreement in the then current Fiscal Year.

(iii) Marketing Support. No later than 30 Days after the Effective Date and no later than September 1 each year thereafter during the term of the Agreement, Contractor shall contribute \$200,000.00 to the SFMTA, as escalated each year by the percentage change in the most recently published 12 month average CPI. The first payment following the Effective Date shall be prorated according to the number of months of performance under this Agreement in the then current Fiscal Year.

(iv) MAG. Based on the minimum Gross Revenues in the previous Fiscal Year, Contractor shall pay to the SFMTA either the MAG amount or Alternate MAG amount set forth in Table 1 below. Contractor shall pay the applicable MAG amount unless the Gross Revenues in the previous fiscal year meet or exceed the amounts set forth in Table 1. The MAG or Alternate MAG amount shall be paid in 12 equal installments due on the first business day of each month subject to any offset that may be approved in writing by SFMTA in accordance with



Municipal Transportation Agency

Board of Directors & Parking Authority



Section 9.4.1 and 9.5.3 and subject to any approved inventory deduction applicable under Section 7.3. In any Fiscal Year in which this Agreement is effective for less than 12 months, the MAG amount shall be prorated according to the number of months of performance in the Fiscal Year, and payment shall be due in and for any month in which Contractor holds title to Shelters and Kiosks for 15 or more Days. MAG or Alternate MAG payments made during the months of July and August shall be adjusted with the September MAG or Alternate MAG payment as may be required according to the findings of the Annual Financial Report. During Fiscal Year 2007-2008, Contractor shall pay the MAG amount and shall make the first MAG payment by December 17, 2007.

Table 1: MAG Amounts and Revenue Share Percentage

Fiscal Year	MAG	Minimum Gross Revenues in Previous Fiscal Year	Alternate MAG	Revenue Share
2007-08	\$6,909,000.00	\$21,000,000.00	\$10,318,000.00	55%
2008-09	\$7,614,000.00	\$23,000,000.00	\$11,553,000.00	55%
2009-10	\$8,232,000.00	\$25,000,000.00	\$12,607,000.00	55%
2010-11	\$8,644,000.00	\$27,000,000.00	\$13,237,000.00	55%
2011-12	\$9,076,000.00	\$29,000,000.00	\$13,899,000.00	55%
2012-13	\$11,812,000.00	\$31,000,000.00	\$14,595,000.00	55%
2013-14	\$12,339,000.00	\$33,000,000.00	\$15,324,000.00	55%
2014-15	\$12,893,000.00	\$35,000,000.00	\$16,090,000.00	55%
2015-16	\$13,474,000.00	\$34,000,000.00	\$16,895,000.00	55%
2016-17	\$14,084,000.00	\$36,000,000.00	\$17,739,000.00	55%
2017-18	\$15,577,000.00	\$38,000,000.00	\$18,626,000.00	55%
2018-19	\$16,293,000.00	\$41,000,000.00	\$19,558,000.00	55%
2019-20	\$17,044,000.00	\$42,000,000.00	\$20,536,000.00	55%
2020-21	\$17,834,000.00	\$44,000,000.00	\$21,563,000.00	55%
2021-22	\$18,661,000.00	\$46,000,000.00	\$22,640,000.00	55%
2022-23*	\$21,082,000.00*	\$48,000,000.00*	\$24,637,000.00*	57%*
2023-24*	\$22,073,000.00*	\$50,000,000.00*	\$25,869,000.00*	57%*
2024-25*	\$23,114,000.00*	\$53,000,000.00*	\$27,162,000.00*	57%*
2025-26*	\$24,207,000.00*	\$56,000,000.00*	\$28,521,000.00*	57%*
2026-27*	\$25,353,000.00*	\$59,000,000.00*	\$29,946,000.00*	57%*
Total	\$306,315,000.00		\$381,315,000.00	

* Assumes the option is exercised to extend the term



(c) Revenue Share. By September 1 of each year, Contractor shall provide the SFMTA with documentation of its Gross Revenues and Total Required Payments for the previous Fiscal Year as part of the Annual Financial Report due under Section 11.2. Contractor shall apply the revenue share percentage designated in Table 1 above to the Gross Revenues for the previous Fiscal Year to determine the SFMTA's "Annual Revenue Share." If the Annual Revenue Share exceeds the Total Required Payments made to the SFMTA pursuant to subsection (b) of this Section (as they may be pro-rated for any partial Fiscal Year or offset pursuant to Sections 7.3, 9.4.1 or 9.5.3), Contractor shall pay the SFMTA any difference between the Total Required Payments made and the Annual Revenue Share by September 1. In the event this Agreement terminates for any reason before the completion of a Fiscal Year, Contractor shall submit the documentation required by this subsection and any final payment required by this subsection within 60 Days of termination.

7.2. Late Payments. Payments from Contractor that are not paid when due will bear interest compounded daily from and after the date said payment was due until the date paid at the prime rate plus three percent. Acceptance of a late payment by SFMTA will not constitute a waiver of Contractor's default with respect to the overdue amount, nor prevent SFMTA from exercising any of the other rights and remedies granted under this Agreement or by law. SFMTA shall have no responsibility to notify Contractor of payments not received by the due dates.

7.2.1. Minimum Inventory Deduction. If the inventory of sites approved by the City for Commercial Structures falls below 337 in Zone 1 (as illustrated in Exhibit O) or 433 in Zone 2 (any area not in Zone 1) for more than 90 Days, Contractor shall be entitled to decrease monthly MAG or Alternate MAG payments due after such an occurrence according to the following process: After Contractor notifies the SFMTA of any decrease, the SFMTA will have 30 Days to find substitute location(s) in the same Zone for the Commercial Structure(s) that have been decreased or, if no appropriate locations are found, to confirm the inventory count and the deduction from the MAG or Alternate MAG. If the SFMTA identifies substitute locations, Contractor shall submit permit applications for such locations to the appropriate permitting authorities. To the extent permits are granted for the substitute locations, Contractor shall not be entitled to a MAG or Alternate MAG deduction. To the extent permits are denied for the substitute locations, the Contractor shall notify the SFMTA, and beginning the month following the denial, be entitled to deduct from the required MAG or Alternate MAG payment the amount set forth in Table 2 for each approved Commercial Structure site below the minimum within Zone 1 or Zone 2. Beginning the month immediately following any increase in the inventory of sites approved by the City for Commercial Structures, the monthly MAG or Alternate MAG payment shall be increased by the applicable amount set forth in Table 2. For purposes of determining the inventory of sites approved for Commercial Structures, any two advertising panels on a free-standing Structure shall constitute a site approved for a Commercial Structure, so that, for example, a High Level Platform containing four two-sided advertising panels shall constitute a site approved for four Commercial Structures.



Table 2: MAG/Alternate MAG Inventory Deductions

Fiscal Year	Minimum Commercial Structures in Zone 1	Minimum Commercial Structures in Zone 2	MAG Deduction Per Commercial Structure in Zone 1	MAG Deduction Per Commercial Structure Site in Zone 2	Alternate MAG Deduction Per Commercial Structure Site in Zone 1	Alternate MAG Deduction Per Commercial Structure Site in Zone 2
2007-8	337	433	\$ 1,375	\$ 509	\$ 1,946	\$ 721
2008-9	337	433	\$ 1,498	\$ 555	\$ 2,158	\$ 799
2009-10	337	433	\$ 1,607	\$ 595	\$ 2,339	\$ 867
2010-11	337	433	\$ 1,681	\$ 623	\$ 2,450	\$ 908
2011-12	337	433	\$ 1,758	\$ 651	\$ 2,566	\$ 951
2012-13	337	433	\$ 2,222	\$ 823	\$ 2,688	\$ 996
2013-14	337	433	\$ 2,316	\$ 858	\$ 2,816	\$ 1,043
2014-15	337	433	\$ 2,415	\$ 895	\$ 2,950	\$ 1,093
2015-16	337	433	\$ 2,518	\$ 933	\$ 3,091	\$ 1,145
2016-17	337	433	\$ 2,626	\$ 973	\$ 3,239	\$ 1,200
2017-18	337	433	\$ 2,883	\$ 1,068	\$ 3,394	\$ 1,257
2018-19	337	433	\$ 3,009	\$ 1,115	\$ 3,556	\$ 1,318
2019-20	337	433	\$ 3,142	\$ 1,164	\$ 3,727	\$ 1,381
2020-21	337	433	\$ 3,281	\$ 1,216	\$ 3,906	\$ 1,447
2021-22	337	433	\$ 3,427	\$ 1,269	\$ 4,093	\$ 1,516
2022-23*	337*	433*	\$ 3,784*	\$ 1,402*	\$ 4,379*	\$ 1,622*
2023-24*	337*	433*	\$ 3,957*	\$ 1,466*	\$ 4,593*	\$ 1,702*
2024-25*	337*	433*	\$ 4,140*	\$ 1,534*	\$ 4,818*	\$ 1,785*
2025-26*	337*	433*	\$ 4,331*	\$ 1,604*	\$ 5,053*	\$ 1,872*
2026-27*	337*	433*	\$ 4,531*	\$ 1,679*	\$ 5,300*	\$ 1,964*

*Assumes option is exercised to extend term

8. DESIGN AND CONSTRUCTION

8.1. Designs.

(a) New Master Designs. On or before the Effective Date, but no later than three months after the Effective Date, Contractor shall provide up to six new Designs. For purposes of Contractor's construction obligations under Section 4.1, City may choose from among any Designs submitted by Contractor, including those submitted with its Proposal and those submitted under this Section 8.1 as any of these Designs may be modified at the request of City.

(b) City's Additional Design Option. During the term of the Agreement, City may require Contractor to create up to six additional Designs; provided, however, that City's entitlement to additional Designs is not intended to require Contractor, during the term of this Agreement, to replace all New Shelters and Kiosks that have replaced Existing Shelters and Kiosks.

(c) Alternative Shelter Designs. In addition to the Designs required by subsections (a) and (b), Contractor shall provide at least one Alternative Shelter Design.



(d) Design Approval. Designs must be approved by SFMTA, the Arts Commission, the Port, the Recreation and Park Department, and any other department with jurisdiction. The SFMTA may, in its sole discretion, waive or modify the minimum design specifications set forth in Section 8.1.2 for Alternative Shelters. Contractor shall work with all relevant City departments with jurisdiction over Designs to finalize Designs recommended by the SFMTA.

8.1.2. Minimum Shelter and Kiosk Design Specifications.

(a) Shelters must:

(i) provide a height clearance of six feet eight inches (6'8") at its lowest point, and contain a sloped or curved roof with minimum one-eighth inch (1/8") per foot slope.

(ii) have a minimum of two wall panels or equivalent protection.

(iii) face toward curb to the extent feasible and offer see-through visibility from at least three directions.

(iv) be adaptable for narrow sidewalks between ten feet (10') wide and seven feet, six inches (7'6") wide, and for Low-level Boarding Platforms as narrow as five feet six inches (5'6"). This requirement does not apply to Lower Market Street Shelters and Low-Level Platform Shelters.

(v) be adaptable for sidewalk grades up to 15%.

(vi) be approximately twelve to sixteen feet (12' - 16') long and adaptable for expansion.

(vii) be available in a smaller, eight foot to nine foot (8'-9') size where deemed appropriate by City.

(viii) provide front and rear walk-through and complement existing street furnishings at Market Street locations from the Ferry Building turnaround through Gough Street.

(ix) comply with all applicable laws affecting access by persons with disabilities, including, but not limited to, the Americans with Disabilities Act (ADA) and Section 810.3 of the Americans With Disabilities Act-Architectural Barriers Act (ADA-ABA) Accessibility Guidelines (see: www.access-board.gov/ada-aba/final.htm). Shelters must have a clear floor area of thirty-two inches (32") by forty-eight inches (48") entirely within the perimeter of the Shelter for greater ease of use by wheelchair users. Each Shelter must be placed so that the clear floor area is connected by an accessible route (compliant with ADA regulations) in no case less than thirty-six inches (36") wide, to a transit stop landing area measuring a minimum of eight feet (8') long by five feet (5') wide that is free of obstructions that would impede a wheelchair user boarding or alighting from an accessible vehicle.

(x) have individualized or other seating that is removable and which discourages lying down, accommodates a minimum of three people in twelve foot (12')- or longer Shelters, and a minimum of two people in eight foot (8') Shelters. This requirement does not apply to Low-Level Platform Shelters.

(xi) be illuminated at night from dusk to dawn, providing the Shelter with a minimum of five foot candles of light, measured at a height of five feet (5'). unless excepted from this requirement by City. The Shelter must not be so illuminated as to be hazardous to passing vehicle operators, and should be directed away from residential dwellings.



- (xii) contain vandal-resistant lighting fixtures.
- (xiii) have a roof drainage system that drains water through access points to sidewalk level.
- (xiv) be designed to prevent pooling of water on the Shelter roof and floor.
- (xv) have no more than one two-sided or flared, back-lit advertising panel designed to accommodate a poster no larger than four feet (4') wide by six feet (6') high, which panel will be secured by screw- or key-locking metal doors. This requirement only applies to conventional sidewalk Shelters (see Exhibits B1 & B2), where permitted by City Planning Code. The ad panel must be located on the downstream side of the Shelter, the back panel, or the sidewalk area immediately adjacent to the downstream side of the Shelter so that on-coming transit vehicles are visible.

(xvi) identify the service company and provide the name, address, telephone number, and e-mail address of Contractor in a manner acceptable to City;

(xvii) contain a secure, illuminated panel for transit information designed to hold system route map(s) and schedule information. Each panel must be two-sided and at least three feet (3') wide by four feet (4') tall. This panel shall not impede access to the Shelter for riders with disabilities and should be designed so that the information it contains is accessible to all riders. This requirement does not apply to Low-level Boarding Platforms.

(xviii) provide SFMTA logos and route numbers on a fascia or other surface (all transit information graphics will be developed by the SFMTA).

(xix) provide , at a location specified by City, a pushbutton-activated audio output for visual information display, such as NextMUNI, Push-to-Talk technology or an approved equivalent, to provide NextMUNI information in an audio format for the visually impaired (see Section 8.1.4 below).

(xx) provide "no smoking" decals (or approved equivalent) in Shelters to implement Section 1009.22 of the San Francisco Health Code

(xxi) include a solar-powered LED bus stop beacon, as described in the Proposal, or as otherwise approved by SFMTA and other City departments with jurisdiction.

8.1.3. Construction and Materials Specifications:

Materials must be chosen for durability and ability to withstand Graffiti, vandalism, weathering, corrosion, and other abuse. Contractor must employ the most technologically advanced materials available to deter or withstand Graffiti.

(a) Transportation information panels must be of a sufficient thickness and durability to be resistant to vandalism and able to maintain transparency.

(b) Materials and Design must conform to all applicable Public Works and Electrical Codes, including applicable seismic safety requirements.

(c) Shelters and Kiosks must be able to withstand 15 P.S.F. wind pressure and 30 P.S.F. loading pressure for live loads.

(d) Shelter Designs must be developed and materials employed which maintain Shelter durability but discourage people from using Shelter roofs for parade viewing and from using Shelter seating for lying down.



- (e) Foundation must be secure but allow for Shelter or Kiosk removal.
- (f) Shelters and Kiosks must use recycled-content and sustainable materials to the extent feasible.
- (g) Shelters and Kiosks may not contain PVC building materials.

8.1.4. LED Equipment.

(a) **Existing LED Installations.** Under a contract between the City and NextBus Inc., NextBus has installed Global Positioning System (GPS) technology at Shelters and boarding platforms in order to provide transit passengers with "real time" transit information using LED signage ("LED Equipment"). Prior to the Effective Date, NextBus will have installed LED equipment at approximately 464 locations, including Existing Shelters and High-Level and/or Low-Level Boarding Platforms. After the completion of such installation, the LED Equipment will be owned by the SFMTA. Contractor shall permit the SFMTA or its contractor to install, remove, reinstall, repair and maintain the LED Equipment, as required, throughout the term of this Agreement.

(b) **Installation and Maintenance.** Contractor shall remove LED Equipment from Existing Shelters as needed in order to reinstall it in New Shelters, provided that Contractor's removal schedule shall be included in a construction schedule to be approved by City under Section 8.4.1. Contractor shall exercise all due care to preserve LED Equipment on any Existing Shelter being removed by Contractor under the terms of this Agreement and shall store such LED Equipment with the same care it exercises for its own property. Contractor shall ensure that each Shelter (and, where requested, Kiosk) has sufficient wiring capacity, power connections, and sign shell holder or brackets to accommodate the installation of LED Equipment at a height and location approved by the SFMTA, and according to the specifications attached as Exhibit L. In addition, Contractor shall install LED Equipment in each New Shelter (and, where requested, each New Kiosk) according to City specifications. Contractor will provide cleaning, Graffiti-removal and other basic maintenance of the LED Equipment consistent with its maintenance duties under this Agreement. If in the course of its routine inspections and maintenance Contractor observes that the LED Equipment is not functioning, Contractor shall report this problem to SFMTA within 24 hours of such observation.

(c) **Damage to LED Equipment and Shelters.** Contractor will be responsible for any damages to the LED Equipment that is caused by its installation and maintenance activities. City will not be responsible for the condition of the LED Equipment or any damage to the Shelters resulting from the LED Equipment. Contractor shall not be responsible for any damage to the LED Equipment that does not result from its installation and maintenance activities. Except as otherwise expressly provided herein, after satisfactory completion of installation of the LED Equipment, Contractor shall not be responsible for the functionality of the LED Equipment.

8.2. Permits. With the exception of any required encroachment permits from the California Department of Transportation (Caltrans), Contractor shall be responsible for obtaining, at its sole cost, all required permits and approvals from City departments or other public entities before commencing construction for any Structures, as well as any encroachment permits required from private property owners. Contractor shall be responsible for complying with all City, state, and federal laws, regulations and other requirements applicable to its construction activities. Contractor shall be responsible for obtaining any permits from Caltrans that may be required to perform repairs and maintenance on Structures. Contractor must obtain all applicable permits before proceeding with such Shelter or Kiosk construction. Replacement of Public Entity Shelters shall be subject to the permitting requirements of the relevant public entity.



8.2.1. Permits. Notwithstanding any other provision of the San Francisco Municipal Code, permitting requirements for installing Structures authorized by this Agreement shall be established in DPW Order No. 177,160, attached as Exhibit I to this Agreement. For installation of Structures on Port property, the requirements and fees stated in the Port's applicable encroachment permit or building permit shall apply. Permit fees for installing Structures, if required by City outside the Port's jurisdictional boundaries, shall not exceed \$350.00 per Structure.

8.2.2. Applications for Permits in First Year. Contractor shall submit complete applications for all required permits in connection with at least 440 Shelter sites within 12 months after the Design Approval Date.

8.3. Demolition. Any demolition performed under this Agreement should be in compliance with the City's Construction and Waste Management guidelines, to the extent feasible.

8.4. Construction.

8.4.1. Schedule. Construction of all Structures shall be performed in accordance with a construction schedule that Contractor shall submit to City for approval within 30 Days of written request from City. Contractor shall modify its construction schedule as requested by City upon 30 Days' written notice. The construction schedule with respect to New Shelters shall consider at least the following criteria: volume of passenger boardings from each Shelter, efficiency of construction, and distribution of New Shelters throughout the regions of the City.

8.4.2. Commencing Work. Contractor shall begin construction within 30 Days after obtaining all required permits with respect to a Shelter or Kiosk.

8.4.3. Hours. Except for emergency maintenance and repairs, or unless expressly authorized by City, Contractor must not conduct construction activities between the hours of 6 am to 9 am and from 4 pm to 7 pm.

8.4.4. Placement. Structures must be placed so as to comply with all applicable City, state and federal laws and City placement guidelines.

8.4.5. Construction Sites. Within 24 hours of completing any Shelter or Kiosk installation, Contractor must remove all excess materials and restore the work area to its pre-installation condition.

8.4.6. Quality Control/Quality Assurance. Contractor shall provide adequate staffing to maintain quality control and quality assurance during construction of the Shelters and Kiosks.

8.4.7. Power to Shelters and Kiosks. Contractor will bear the full responsibility, including all costs, of furnishing, installing and maintaining any required electrical service to each Structure authorized under this Agreement. To the extent feasible, Contractor must incorporate solar power into Structures that have electrical components. To the extent necessary, Contractor will be responsible for contracting with Pacific Gas & Electric Company ("PG&E") for required electricity. If obtaining service directly from PG&E, Contractor will be responsible for obtaining an agreement from PG&E to allow unmetered electrical service. Contractor may use City owned street lighting circuits and conduits, including the nearest available connection, to obtain power for a Structure where reasonably available and on terms approved by the San Francisco Public Utilities Commission ("SFPUC"). The rates charged by the SFPUC for electrical service will be the then-current rates approved by the SFPUC for commercial users. All electrical service lines at the site of each Structure must be underground and must originate from the point-of-service designated by the SFPUC or by PG&E.



9. MAINTENANCE AND REPAIR

9.1. General. Contractor shall maintain and repair each Shelter, Kiosk High-Level and Low-Level Boarding Platform in accordance and with the standards of this Agreement, regardless of its ownership. A list of Low-Level Boarding Platforms is attached as Exhibit F.

9.2. Complaint/Report Decal. Contractor shall install a decal on each Shelter and each Kiosk indicating that a member of the public may call 3-1-1 to report any complaint about the status of the Shelter or Kiosk. The design of the decal and the location of the decal on the Shelter or Kiosk will be subject to the prior approval of City. Each decal must provide unique identifying information for the Shelter or Kiosk for the purpose of easy identification of the Shelter or Kiosk that is the subject of a complaint or report. Current Decals shall be replaced as needed to ensure accuracy and readability.

9.3. Maintenance Schedule. Contractor shall comply with the maintenance standards set forth in the Agreement and, except as otherwise provided in this Agreement with respect to Transit Stop Poles and Noncommercial Signal Control Covers, be responsible for maintaining Structures in "like new" condition throughout the term of the Agreement, including refurbishing, reconditioning, and, if necessary, replacing Contractor-provided Structures that cannot be readily rehabilitated with normal maintenance. In addition to providing real-time access to maintenance documentation through the IMCDS as required under Section 9.8.5, Contractor shall provide any additional maintenance reports requested by City.

9.4. Inspection and Clean-up. Except as otherwise provided in this Section 9.4, Contractor must inspect each Shelter and Kiosk at least twice per week, except Shelters and Kiosks on Market Street, which shall be inspected at least three times per week. Contractor shall make more frequent inspections if conditions warrant. In the course of each inspection of a Shelter or Kiosk, Contractor shall remove all Graffiti, stickers, posters, litter, dust, dirt, and weeds from each Shelter or Kiosk, and from a five-foot radius surrounding the Shelter or Kiosk, exclusive of private property and rail right-of-way. Contractor shall provide City with a monthly narrative summary of inspection and clean up operations, documenting all Shelter and Kiosk inspections and identifying problem areas and corrective actions taken. The monthly report required by this Section shall include the fabrication and installation costs for all Shelters and Kiosks installed in the previous month as well as all maintenance and repair costs.

9.4.1. Union Square/Tenderloin Area Shelters. In addition to the level of service required under Section 9.4, City may elect for Contractor to perform maintenance of the Shelters in the Union/Square Tenderloin Area three times a week instead of twice a week. In that event, the annual incremental cost for such maintenance will be \$3,500.00 per Shelter during the first year of the Agreement, as adjusted by the CPI annually thereafter. Upon submission of monthly documentation satisfactory to the City, Contractor may deduct any such costs for extra maintenance of the Union Square/Tenderloin Area Shelters from Contractor's MAG payment submitted under Section 7.1.1(b)(iv).

9.4.2. High-Level, E-Line and F-Line Boarding Platforms. With respect to all High-Level Boarding Platforms and E-Line and F-Line Low-Level Boarding Platforms, Contractor shall perform all maintenance duties set forth in Exhibit H. Notwithstanding the requirements of Section 9.4, Contractor will make daily inspections of all such Boarding Platforms and shall, as needed: pick-up trash, remove Graffiti, clean and wash each boarding platform; inspect LED signs and lighting fixtures, and replace defective lights.



9.5. Repair and Replacement.

9.5.1. Transit Shelters; Kiosks. Except as otherwise provided in this Section 9.5, within 48 hours of discovery by Contractor, or notification by the public or by City, Contractor shall repair any damage, including, but not limited to, damage from vandalism or Graffiti, found on or around the Shelter or Kiosk, exclusive of other street furniture not covered by this Agreement and private property. Contractor shall repair, replace or remove, as appropriate, any damage to a Shelter or Kiosk that is of a hazardous nature (e.g., broken glass, light sources that need replacing) within 24 hours of discovery or notification, or as needed. Contractor also shall maintain the pavement within a five-foot radius of each Shelter or Kiosk, repairing any damage that may have occurred during repair, removal or replacement of any Shelter or Kiosk. If the Shelter or Kiosk is destroyed, Contractor shall remove the Shelter or Kiosk remains within 24 hours of notification and replace the Shelter or Kiosk within 15 Days. In conjunction with such removal, Contractor agrees, at its own expense, to restore the affected sidewalk, median boarding island or curb area to a safe, finished condition.

9.5.2. High-Level and Low-Level Boarding Platforms on E-Line and F-Line. Contractor's repair duties with respect to all High-Level and E-Line and F-Line Low-Level Boarding Platforms are set forth in Exhibit H. Contractor's repair and replacement obligations regarding the High-Level Boarding Platforms, and the E-Line and F-Line Shelters (if constructed and owned by SFMTA) will be limited to repairs and/or replacements necessitated by vandalism or intentional damage or destruction; unless Contractor owns the Shelters, Contractor will have no obligation to repair or replace Platform or Shelter components on such Shelters solely as a result of construction defects, normal wear and tear, accidents or acts of God. Contractor will report any such damage to the Maintenance Division of SFMTA within 24 hours of discovery in written format with a copy to the Real Estate Division of SFMTA. Notwithstanding the above, if City requires Contractor to perform any repairs to High-Level Boarding Platforms, E-Line, or F-Line Low-Level Boarding Platforms that are not set forth in Exhibit H, Contractor shall perform said repairs. If using its own employees, Contractor shall charge on a Time And Material basis.

9.5.3. Low-Level Boarding Platforms (other than E-Line and F-Line). Contractor will perform maintenance and repair of all Low-Level Boarding Platforms (with or without Shelters) on Exhibit F, that are not E-Line or F-Line boarding platforms, for an annual cost of \$300,000. Such cost does not include maintenance and repair of Shelters on Low-Level Boarding Platforms, which must be performed without additional cost to the City. Upon submission of monthly documentation satisfactory to the City, Contractor may deduct any actual costs for extra maintenance of the Low Level Boarding Platforms from Contractor's MAG payment submitted under Section 7.1.1(b)(iv).

9.6. Remedies for Failure to Maintain or Repair.

9.6.1. City May Repair. In the event that Contractor fails to repair, maintain or relocate Shelters or Kiosks within the time specified by SFMTA or Port, SFMTA or Port may, in their sole discretion, cause the repair, maintenance, removal or relocation of said Shelter(s) or Kiosks. Contractor shall pay SFMTA or Port for their actual costs, including overhead costs, within 10 Days following receipt by Contractor of an invoice for such costs.

9.7. Inventory, Maintenance and Complaint Database System (IMCDS). Contractor shall create and maintain throughout the term of the Agreement an Inventory, Maintenance and Complaint Database System (IMCDS), as set forth in further detail below, for documenting: (a) the location, design, and features of each Structure; (b) all inspection, cleaning and maintenance activities required to be performed under Section 9, and (c) any complaints about or reports of required maintenance and repairs, as well as the status of each complaint or report.



9.8. IMCDS Review and Approval. Within 60 Days after the Effective Date, Contractor shall submit for City approval complete documentation of its proposed IMCDS, including the database structure and fields, the reports available from the system, disaster planning information required by Section 9.8.7, and the end-user interface and access as it will be available to City staff and as it will be available to members of the public. Within 60 Days after City approval, Contractor shall implement the system with full functionality in accordance with the approved IMCDS design.

9.8.1. Inventory Records. Contractor shall enter into the database, on a daily basis, (a) the location, zone designation under Section 7.3, type, design, and features of each installed Structure; (b) all proposed sites for the location of a Structure, including status information about each site (including rejected sites); (c) any sites from which Structures have been removed or relocated; and (d) permitting status information.

9.8.2. Maintenance/Repair Records. Contractor shall enter into the database, on a daily basis, all maintenance information required by City.

9.8.3. Complaint/Report Records. Contractor shall receive complaints and requests for service 24 hours a day, 365 Days a year and, except as provided in this Section, must enter into the database, on a daily basis, (a) all complaints and reports, including reports submitted by City, by date and time received; (b) the date, time and substance of any subsequent communications with the complainant; and (c) the date and nature of any maintenance and/or repair actions undertaken to respond to the complaint or report.

9.8.4. 3-1-1 Interface.

(a) Within 60 Days after a request from City, Contractor must provide an automated mechanism for Contractor to receive and enter into the IMCDS all complaints regarding Structures received by the City's 3-1-1 center and by e-mail 24 hours a day, 365 Days a year.

(b) Within 90 Days after City's request but no sooner than 90 Days after City approval of the database structure and end-user interface design of the IMCDS, Contractor shall provide an interface to enable 3-1-1 operators receiving a complaint regarding a Structure to both enter complaint data directly into the IMCDS and to have real-time access to information from the IMCDS regarding Structures.

9.8.5. Technical Requirements.

(a) **Application Requirements.** The data on the IMCDS must be available to designated SFMTA staff through the internet 24 hours a day. Contractor will be responsible for maintaining SFMTA's internet access to the database through a website. All reports from the IMCDS shall be available for downloading by SFMTA staff in an open architecture format, such as .xls, .csv, .txt, or .xml format. The IMCDS shall be a relational database management system and must have GIS mapping capabilities to display all IMCDS records. The mapping function must include the location of each Structure, the street centerline, and every City public transit stop and route, and an image of each Structure except Transit Stop Poles. Each Shelter shall be identified and linked to a transit stop by a stop identification number assigned by SFMTA. Upon Contractor's execution of a standard City GIS licensing agreement, attached as Exhibit M, the SFMTA will supply basemap data (centerlines, stops, routes, etc.) as shapefiles. Contractor shall update the GIS basemap data at least quarterly.

(b) **IMCDS Maintenance and Upgrades.** Contractor shall backup the IMCDS system every Day but shall not conduct any backup or maintenance activities between the hours of 8 am and 10 pm Pacific Standard Time seven days a week. Contractor and SFMTA shall meet on an annual basis to review and discuss enhancements to the IMCDS; Contractor shall provide annually any two system and two reporting enhancements requested by the SFMTA at no cost to the City.



In such an event, Contractor shall provide a written explanation to the City for the asserted technical infeasibility. Contractor shall provide to City upgrades to the IMCDS to make it comparable to any similar database system implemented for another client within 60 Days of such implementation. Contractor shall obtain written approval from the City before making any modifications to the IMCDS that affect the use of the IMCDS by the City or the public.

(c) **Security.** Except as provided in Section 9.8.5 below, Contractor shall ensure that all information in the IMCDS is secure and that no other entity will have access to information required to be provided under this Agreement without written authorization from the City. Contractor shall provide to SFMTA username(s) and password(s) for secure access to the IMCDS. Contractor shall replace and/or block any username(s) and password(s) if requested by City within four hours. Contractor shall provide any new requested username(s) and passwords within two Days. There shall be no limit to the number of username(s) and password(s). Username(s) and password(s) shall be created based on the following access/security levels: full access; access to GIS and inventory information only; access to complaint information only; access to maintenance and service information only; access to GIS and inventory and maintenance and service information; access to complaint and maintenance information; access to GIS and inventory and complaint access only. SFMTA may request additional security levels, which Contractor will implement within 10 Days.

(d) **Outages.** Contractor shall document any Outages and shall provide a monthly report documenting all Outages no later than the fifth day of each calendar month. In no case shall the IMCDS be less than fully operational for a total of more than 240 minutes in any calendar month.

9.8.6. Ownership. The data contained within the system shall be the property of the City. Contractor shall secure for City all required licenses to use the IMCDS and to provide all software, hardware and licenses that may be necessary for the City to make use of the IMCDS data for at least three years after termination of this Agreement.

9.8.7. Disaster Planning. Contractor shall use disaster planning best practices to ensure that IMCDS data can be recovered within a reasonable period of time after a disaster affecting IMCDS utilization. Contractor shall submit a copy of its disaster planning protocol to the City in connection with the approval of database under Section 9.3.

9.8.8. Public IMCDS Application. The Contractor shall provide a mechanism for the public to access the website containing the IMCDS information. The publicly accessible application shall include the location of each Structure, street centerlines, City public transit stops and routes, images of Structures and any other information requested by City.

9.9. Quality Assurance/Quality Control Plan. Contractor shall provide City with a quality assurance and quality control plan addressing the performance of all duties under Section 9 of this Agreement in connection with the approval of database under Section 9.3 and shall comply with the approved plan throughout the term of this Agreement.

10. APPROVAL OF ADVERTISING MATERIAL

10.1. General. The SFMTA Board of Directors has adopted an Advertising Policy that prohibits certain types of advertisements. SFMTA's Advertising Policy is attached as Exhibit J to this Agreement. Contractor shall comply with the advertising standards set forth in this Policy and any amendments to the Policy that are adopted by the SFMTA Board of Directors during the term of this Agreement. Upon written demand by SFMTA, or the Port (for advertising under Port jurisdiction), Contractor shall remove within two Days or sooner any advertisements that are in violation of SFMTA's Advertising Policy. For multiple instances of failure to comply with the



SFMTA's Advertising Policy, Contractor will be subject to liquidated damages, as provided in Section 14.2.

10.2. Decals. Contractor shall install a decal (or approved equivalent) on each Commercial Shelter and on each Kiosk that reads: "The views expressed in this advertisement do not necessarily reflect the views of the San Francisco Municipal Transportation Agency." Contractor will provide the decals and SFMTA will determine the locations on the panels where the decals are to be placed. With regard to advertising posters located on property under Port jurisdiction, Contractor shall provide and install decals on each Commercial Shelter that read: "The views expressed in this advertisement do not necessarily reflect the views of the San Francisco Municipal Transportation Agency or the Port of San Francisco."

11. REPORTING REQUIREMENTS; AUDITS

11.1. Annual Financial Statement. On or before the first day of the third calendar month following the close of Contractor's fiscal year, Contractor shall submit to City three copies of Contractor's annual financial statement prepared by an independent public accountant.

11.2. Annual Financial Report.

11.2.1. Contractor shall submit to City the following information by September 1 for the City's prior Fiscal Year:

- (a) The number of Kiosks and Shelters installed, relocated or removed and associated costs of fabrication, installation, removal or relocation;
- (b) The purchase of Associated Equipment and related costs;
- (c) The total number of advertising contracts entered into;
- (d) The name(s) of each advertising agency, the term of the contract, the type of advertisement and the number of Shelters and Kiosks in which the advertising will be displayed under the contract.

11.2.2. By September 1 for the City's prior Fiscal Year, Contractor shall make available at its place of business in San Francisco or the surrounding area for inspection by City of the following information:

- (a) The total revenues, earnings before income tax, depreciation, amortization and profit from Shelter and Kiosk maintenance and advertising operations, both on a cash and accrual basis.
- (b) Comparable financial information and statistics relating to Contractor's advertising contracts with other public or transit agencies in the Bay Area or other large metropolitan areas.

11.3. Audits; Inspection of Records.

11.3.1. Records. Contractor shall maintain all Records in accordance with generally accepted accounting principles. All Records shall be maintained throughout the term of this Agreement at Contractor's San Francisco office and shall be maintained for five years following termination or expiration of this Agreement in a safe and secure location within the San Francisco Bay Area.

11.3.2. City's Right to Inspect and Copy. Any duly authorized agent of City shall have the right to examine and/or copy all Records at any time during normal business hours,



provided that Contractor shall be allowed at least 48 hours after City identifies Records it wishes to copy to mark any such Records as confidential or proprietary in accordance with Section 21.19.2. Records created or maintained in an electronic format shall be available to the City and its agents for examination and/or copying in an electronic format.

11.3.3. Audits. Contractor will cooperate fully with the performance by City or its agents of Contract Performance and Operations Audits. A Contract Performance Audit may examine any and all aspects of the Contractor's obligations under this Agreement. An Operations Audit may examine the quality and effectiveness of Contractor's organizational Structure, internal controls, financial reporting and business practices. City may require each type of audit no more than once per calendar year. City shall provide Contractor with 15 Days' notice of any audit to be performed under this Section. The State of California or any federal agency having an interest in the subject matter of this Agreement will have the same rights conferred upon City by this Section.

(a) Findings of Nonperformance. In the event that any audit conducted pursuant to Section 11 results in a determination that Contractor has failed to perform any material term of this Agreement, City will issue a written Finding of Nonperformance to Contractor. Such Finding of Nonperformance will include a calculation of liquidated damages for Contractor's failure to perform, using the measure of Liquidated Damages specified in Section 14. The Finding of Nonperformance shall also include a reasonable period of time for Contractor to cure any listed performance failures that are subject to liquidated damages pursuant to Sections 14.1.3, 14.1.4 or 14.1.5. Contractor's failure to cure may result in a notice of default pursuant to Section 16. Liquidated damages may not be assessed in a Finding of Nonperformance for any incident for which liquidated damages have already been assessed pursuant to Section 14. Any failure of City to list any violation of the terms of this Agreement in the Finding of Nonperformance shall not constitute a waiver of the City's right to impose any other right or remedy that it has under this Agreement or applicable law with respect to that violation.

12. INSURANCE; INDEMNIFICATION

12.1. Insurance.

12.1.1. Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" Section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000.00 each accident; and

(b) Commercial General Liability Insurance with limits not less than \$10,000,000.00 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$2,000,000.00 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

12.1.2. Endorsements. For Commercial General Liability and Commercial Automobile Liability Insurance policies, Contractor must provide endorsements, prior to the



Municipal Transportation Agency

Board of Directors & Parking Authority



Effective Date and annually thereafter on the anniversary of the Effective Date, in a form approved by both SFMTA and the Port that provide the following:

(a) Name as Additional Insureds the City and County of San Francisco, the SFMTA, the Port, and their Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the obligations of Contractor under this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

12.1.3. Notice. All policies must provide thirty Days' advance written notice to City of cancellation for any reason whatsoever mailed to the following address:

San Francisco Municipal Transportation Agency
Real Estate Section
One South Van Ness Ave. 7th floor
San Francisco, CA 94103

With a copy to:

San Francisco Municipal Transportation Agency
Contracts and Procurements Section
One South Van Ness Ave. 7th floor
San Francisco, CA 94103

12.1.4. Claims-Made Coverage. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims must be covered by such claims-made policies.

12.1.5. General Aggregate Limit. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit will be double the occurrence or claims limits specified above.

12.1.6. Lapse of Coverage. Should any required insurance lapse during the term of this Agreement, Contractor's failure to reinstate such insurance and maintain such insurance will constitute a material breach of this Agreement. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

12.1.7. Condition Precedent. Before commencing any operations under this Agreement, Contractor must furnish to City certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City in form evidencing all coverages set forth above.

12.1.8. Liability of Contractor. Approval of the insurance by City will not relieve or decrease the liability of Contractor hereunder.

12.2. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of



Contractor or loss of or damage to property, arising directly or indirectly from Contractor's acts or omissions with respect to its performance of this Agreement, including, but not limited to, the use of Contractor's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City, its officers, agents, or employees, and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

As to any intellectual property that Contractor provides to the City in the performance of this Agreement, Contractor agrees to indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons, arising as a consequence of the use by City of the intellectual property supplied by the Contractor, or any of its officers or agents.

As to any intellectual property that City provides to Contractor in materials Contractor is required to post under this Agreement, City agrees to indemnify and hold Contractor harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons, arising as a consequence of the required posting by Contractor of intellectual property supplied by the City or any of its officers or employees.

13. SECURITY DEPOSITS.

13.1. Performance Bond.

13.1.1. Amount of Bond. Contractor agrees that within five Days after notification from the SFMTA that the all required City agencies have approved this Agreement, Contractor will deliver to the City a performance bond, which may be renewable annually, in the amount of \$10,000,000.00 to guarantee Contractor's performance obligations under this Agreement. If Contractor fails to deliver the initial performance bond within five Days, or fails to notify City annually of the renewal of the bond within five Days before each anniversary of the Effective Date, City will be entitled to cancel this Agreement. Contractor shall maintain the performance bond during the term of this Agreement. In the event this Agreement is assigned, as provided for in Section 20.8, City will return or release the performance bond not later than the effective date of the assignment, provided that the assignee has delivered to City an equivalent performance bond, as determined by City. In the event that the City exercises its option to extend this Agreement as provided in Section 15.2, then the performance bond must be re-issued in the amount of \$20,000,000.00 for the duration of the extension of the term of this Agreement, and throughout the performance of Contractor's obligations under Section 16.2.2, if that option is exercised by City. Notwithstanding anything to the contrary herein, in no event shall Surety's aggregate liability exceed



the penal sum of any bond amount. Notwithstanding anything to the contrary herein, in no event shall Surety's aggregate liability exceed the penal sum of the applicable bond amount; provided, however, that this limitation shall not affect Contractor's liability under this Agreement.

13.1.2. Sureties. Bonding entities on the performance bond must be legally authorized to engage in the business of furnishing performance bonds in the State of California. All bonding entities must be satisfactory to City. During the period covered by the Agreement, if any of the sureties upon the bond become insolvent or, in the opinion of the City, unable to pay promptly the amount of such bond to the extent to which the surety might be liable, Contractor, within 30 Days after notice given by the City to Contractor, must by supplemental bond or otherwise, substitute another and sufficient surety approved by City in place of the surety becoming insolvent or unable to pay. If Contractor fails within such 30 Day period to substitute another and sufficient surety, City may deem Contractor to be in default in the performance of its obligations hereunder and upon the said bond. The City, in addition to any and all other remedies, may terminate the Agreement or bring any proper suit or proceeding against moneys then due or which thereafter may become due to Contractor under the Agreement. The amount for which the surety will have justified on the bond and the moneys so deducted will be held by SFMTA as collateral for the performance of the conditions of the bond.

13.2. Letter of Credit.

13.2.1. Requirements. In addition to the performance bond, within 14 Days after receiving notification of approval of the Agreement, Contractor shall provide to City and maintain, throughout the term of this Agreement or until all of its obligations under the Agreement have been completely performed, whichever is later, a confirmed, clean, irrevocable letter of credit in favor of the City and County of San Francisco, a municipal corporation, in the amount of \$2,000,000.00. Subject to Section 13.2.2, the letter of credit must have an original term of one year, with automatic renewals of the full \$2,000,000.00 amount throughout the term of the Agreement and throughout the performance of Contractor's obligations under Section 16.2.1, if that option is exercised by City. If Contractor fails to deliver the letter of credit as required, City will be entitled to cancel this Agreement. The letter of credit must provide that payment of its entire face amount, or any portion thereof, will be made to City upon presentation of a written demand to the bank signed by the Executive Director/CEO on behalf of the City and County of San Francisco.

13.2.2. Financial Institution.. The letter of credit must be issued on a form and issued by a financial institution acceptable to the City in its sole discretion, which financial institution must (a) be a bank or trust company doing business and having an office in the City and County of San Francisco, (b) have a combined capital and surplus of at least \$25,000,000.00, and (c) be subject to supervision or examination by federal or state authority and with at least a Moody's A rating.

13.2.3. Extensions of Agreement. Should the City exercise the option to extend the Agreement as provided in Section 15.2, Contractor shall increase the letter of credit to \$6,000,000.00 for the term of the option and throughout the performance of Contractor's obligations under Section 16.2.2, if that option is exercised by City.

13.2.4. Demand on Letter of Credit. The letter of credit will constitute a security deposit guaranteeing faithful performance by Contractor of all terms, covenants, and conditions of this Agreement, including all monetary obligations set forth herein. If Contractor defaults with respect to any provision of this Agreement, SFMTA may make a demand under the letter of credit for all or any portion thereof to compensate City for any loss or damage that they may have incurred by reason of Contractor's default, negligence, breach or dishonesty. Such loss or damage may include without limitation any damage to or restoration of City property or property that is required



to be constructed, maintained or repaired pursuant to this Agreement, payments to City, and claims for liquidated damages; provided, however, that City will present its written demand to said bank for payment under said letter of credit only after City first has made its demand for payment directly to Contractor, and five full Days have elapsed without Contractor having made payment to City. Should the City terminate this Agreement due to a breach by Contractor, the City shall have the right to draw from the letter of credit those amounts necessary to pay any fees or other financial obligations under the Agreement and perform the services described in this Agreement until such time as the City procures another contractor and the agreement between the City and that contractor becomes effective. City need not terminate this Agreement in order to receive compensation for its damages. If any portion of the letter of credit is so used or applied by City, Contractor, within 10 business days after written demand by City, shall reinstate the letter of credit to its original amount; Contractor's failure to do so will be a material breach of this Agreement.

13.2.5. Expiration or Termination. The letter of credit must provide for 60 Days notice to City in the event of non-extension of the letter of credit; in that event, Contractor shall replace the letter of credit at least 10 business Days prior to its expiration. In the event the City receives notice from the issuer of the letter of credit that the letter of credit will be terminated, not renewed or will otherwise be allowed to expire for any reason during the period from the commencement of the term of this Agreement to 90 Days after the expiration or termination of this Agreement, or the conclusion of all of Contractor's obligations under the Agreement, whichever occurs last, and Contractor fails to provide the City with a replacement letter of credit (in a form and issued by a financial institution acceptable to the City) within 10 Days following the City's receipt of such notice, such occurrence shall be an event of default, and, in addition to any other remedies the City may have due to such default (including the right to terminate this Agreement), the City shall be entitled to draw down the entire amount of the letter of credit (or any portion thereof) and hold such funds in an account with the City Treasurer in the form of cash guarantying Contractor's obligations under this Agreement under the terms of this Section 13. In such event, the cash shall accrue interest to the Contractor at a rate equal to the average yield of Treasury Notes with one-year maturity, as determined by the Treasurer. In the event the letter of credit is converted into cash pursuant to this paragraph, upon termination of this Agreement, Contractor shall be entitled to a full refund of the cash (less any demands made thereon by the City) within 90 Days of the termination date, including interest accrued through the termination date.

13.2.6. Return of Letter of Credit. The letter of credit will be returned within 90 Days after the end of the term of this Agreement, as defined in Section 15.1, provided that Contractor has faithfully performed throughout the life of the Agreement, Contractor has completed its obligations under the Agreement, there are no pending claims involving Contractor's performance under the Agreement and no outstanding disagreement about any material aspect of the provisions of this Agreement. In the event this Agreement is assigned, as provided for in Section 18.8, City will return or release the letter of credit not later than the effective date of the assignment, provided that the assignee has delivered to the City an equivalent letter of credit, as determined by City.

13.2.7. Excessive Demand. If City receives any payments from the aforementioned bank under the letter of credit by reason of having made a wrongful or excessive demand for payment, City will return to Contractor the amount by which City's total receipts from Contractor and from the bank under the letter of credit exceeds the amount to which City is rightfully entitled, together with interest thereon at the legal rate of interest, but City will not otherwise be liable to Contractor for any damages or penalties.



14. LIQUIDATED DAMAGES

14.1. General. Contractor acknowledges that its failure to perform certain obligations under this Agreement during the respective time limits imposed will cause City to incur inconvenience not contemplated under this Agreement, which cost and inconvenience will constitute damage to City, the City and the public, and that the exact amount of such damage will be extremely difficult or impractical to fix. City and Contractor agree that the amounts described as liquidated damages in this Agreement are not penalties, but represent a fair and reasonable estimate of the costs that the City will incur by reason of Contractor's failure to perform, and are fair compensation to City for its losses. Failure by City to impose liquidated damages for specified violations will not be a waiver of the right to enforce this Section, nor will it constitute a waiver of any other right of City under this Agreement, including, but not limited to, Contractor's obligation to City to pay any overdue amounts or perform any services required under this Agreement, and City's rights to assess liquidated damages as a result of a Finding of Nonperformance issued pursuant to Section 11. For purposes of this Section, written notice by City of a violation will constitute enforcement even though City may not assess liquidated damages at the time of such initial written notice of violation. In the event that Contractor demonstrates that an Unavoidable Delay has actually extended the time required to complete a task, the City will not impose liquidated damages for the duration of the Unavoidable Delay.

14.1.1. Maintenance Breaches. City may assess liquidated damages for the following breaches of the maintenance and repair provisions of this Agreement:

(a) Failure to perform maintenance or repair work to a Shelter or Kiosk in accordance with the requirements of this Agreement within 24 hours of notification: \$1,000.00 per occurrence per Day until the violation is remedied. The date of notification will be the earliest date of notification, as determined from records of notices received by Contractor under Section 9.5.1 of this Agreement.

(b) Failure to perform maintenance or repair work to a Shelter or Kiosk in accordance with the requirements of this Agreement within 48 hours of notification: \$500.00 per occurrence per Day until the violation is remedied. The date of notification will be the earliest date of notification, as determined from records of notices received by Contractor under Section 9.5.1 of this Agreement.

(c) Failure to perform graffiti removal work in accordance with the requirements of this Agreement within 48 hours of notification, as described in Section 9.5 of this Agreement: \$500.00 per occurrence per Day until the violation is remedied. The date of notification will be the earliest date of notification, as determined from records of notices received by Contractor under Section 9.7 of this Agreement.

(d) Outages of the maintenance database described in Section 11.2 for more than two hours per calendar month between the hours of 8 am to 10 pm seven days per week: \$500.00 for each Day or fraction of a Day of the Outage until the database has been restored to full functionality.

14.1.2. Construction Schedule Breaches. City may assess liquidated damages for Contractor's failure to timely submit a required construction schedule or comply with the approved construction schedule, as required under Section 8.4.1 of this Agreement, subject to any amendments to the schedule approved by the City: \$1,000.00 a Day (i) for each Day of delay in submission of a



required construction schedule and (ii) for each Shelter, Kiosk or bus stop pole that is not completed by the date specified in the approved construction schedule.

14.1.3. Annual Report. Contractor's failure to submit its Annual Financial Report with all required information, will subject Contractor to liquidated damages in the amount of \$500.00 for each Day the report is late continuing until the report has been submitted with all required information.

14.1.4. Failure to Remove Shelters and Kiosks. In the event that Contractor fails to remove a Shelter or Kiosk within the time specified by City, which may not be less than 48 hours, City may impose liquidated damages under Section 14 in the amount of \$300.00 per Day or fraction of a Day, until the Shelter or Kiosk has been removed. City may, at its sole discretion, cause removal of said Shelter or Kiosk and apply that portion of Contractor's cost for such work. Contractor shall pay City any costs not applied to the letter of credit within 10 Days following receipt of City's invoice.

14.1.5. Failure to Cure Audit Deficiencies. In the event that Contractor fails to cure an audit deficiency within the time periods imposed by the City under Section 11.3.3(a), City may impose liquidated damages not to exceed \$500.00 per Day per deficiency until the deficiency is cured to the satisfaction of the City.

14.2. Failure to Comply with Advertising Policy. In the event that Contractor fails to comply with the SFMTA's Advertising Policy, as required in Section 10.1, the City may impose liquidated damages. For purposes of this Section, a "violation" is a failure to comply in the context of a single advertisement. For each violation during the term of the Agreement, City may impose liquidated damages in the amount of \$5,000.00 per Day if the Contractor fails to cure the violation within two Days.

14.3. Failure to Pay Liquidated Damages . Contractor agrees that if it fails to remit liquidated damages amounts assessed by City under this Section 14 or under any other section of this Agreement, City may deduct such damages from Contractor's letter of credit provided under Section 13.2 above. Contractor shall restore the letter of credit to its full amount in accordance with Section 13.2.4. This provision shall also apply to any penalties assessed for violation of prevailing wage requirements under Administrative Code Section 6.22(E) and (F) or Administrative Code Section 21.25-1, as set forth in Section 21.29 below.

15. TERM; OPTIONS TO EXTEND

15.1. Term and Extension of Term. This Agreement will commence on December 10, 2007. This Agreement will terminate on December 7, 2022, unless sooner terminated as provided in this Agreement.

15.2. Option to Extend. At the sole option of City, the Agreement may be extended for one five-year term. City will notify Contractor of its intent to exercise the option no later than 90 Days prior to the expiration of the term of the Agreement, as the term may be amended.

16. TERMINATION

16.1. Termination for Convenience. City has the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City may exercise this option by giving Contractor a written Notice of Termination specifying the date that termination will become effective ("Termination Date") at least 90 Days in advance of the



Termination Date. Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City.

16.1.1. Options on Expiration or Termination for Convenience. No later than 90 Days prior to the termination of this Agreement by expiration of its term or pursuant to Section 16.1, City will, without limiting other available rights and remedies, have the right to elect between the options set forth below. The exercise by City of any of the options set forth in this Section 16.1 will not be deemed a waiver of its right to exercise any other option provided herein.

(a) **Removal of Shelters and Kiosks.** Direct Contractor, at Contractor's own expense, to remove Transit Shelters and Kiosks and restore the respective sidewalks and curbs to a condition acceptable to the City within one year of the termination date of this Agreement. If Contractor fails to do so, upon expiration of the year, title to all Structures and Associated Equipment belonging to Contractor will automatically transfer to City, free and clear of any encumbrances, without the need for execution of any further documentation of such transfer. Should City wish to remove any remaining Shelters or Kiosks and restore the sidewalks and curbs to their proper condition, the City may bill Contractor for the cost of the work or recover the cost from Contractor's letter of credit or performance bond. Contractor's maintenance and repair obligations under Section 9, including City's remedies under Sections 9.10 and 14, and Contractor's obligation to maintain its performance bond and letter of credit under Section 13 shall survive termination of this Agreement until Contractor demonstrates satisfactory completion of its removal obligations under this Section; or

(b) **Transfer of Title.** Direct Contractor, immediately upon receipt from the City of the purchase price as set forth in this Section, to execute all required documents to transfer to the City title to all Shelters, Kiosks, and Associated Equipment free and clear of all encumbrances. The purchase price will be based on the depreciated value of the then-existing Shelters, Kiosks and Associated Equipment. The depreciated value will be determined by calculating 100% of the cost of fabricating and installing the Shelters and Kiosks, as documented in the Annual Financial Reports provided by Contractor pursuant to Section 11.2 and as audited under the authority of Section 11.3.3, less depreciation on a straight line basis from the date of installation, using an annual depreciation rate of 10%. The depreciated value of any remaining Existing Structures owned by Contractor will be determined by City in accordance with the depreciation methodology contained in the appraisal report provided to the City dated November 22, 2006 ("Appraisal Report"). The starting value of the Existing Structures as of the Effective Date will be the value accorded to them in the Appraisal Report.

16.2. Default of Contractor. In the event that Contractor fails to carry out any material term, covenant, condition, or promise herein set forth, the City, without limiting its rights and remedies, may elect among, the following remedies:

16.2.1. Termination. City may give Contractor 30 Days written Notice of Default of this Agreement. If Contractor does not cure the default within 30 Days of the date of the Notice of Default, City may terminate this Agreement in whole or in part by sending a Notice of Termination to Contractor. In the event of termination of the entire Agreement for Contractor's default, the parties agree that City's actual damages in connection with maintaining and repairing Structures would be impracticable and extremely difficult to fix, and that City will be entitled to the immediate payment of the full amount of the letter of credit provided in Section 13.2 as liquidated damages. The provision of liquidated damages for the City's costs to maintain and repair Structures will not impair the City's entitlement to actual damages for other consequences of Contractor's default.



16.2.2. Valuation of Property. Upon termination following a default, the City may direct Contractor, immediately upon receipt of payment from the City, to execute all required documents to transfer to the City title to all Shelters, Kiosks, and Associated Equipment free and clear of all encumbrances. The purchase price will be based on the depreciated value of the then existing Shelters, Kiosks and Associated Equipment. If the termination occurs within five years of the Effective Date, the depreciated value will be determined by calculating 25% of the cost of fabricating and installing the Shelters and Kiosks, as documented in the Annual Financial Reports provided by Contractor under Section 11.2 and as audited under the authority of Section 11.3.3, less depreciation on a straight line basis from the date of installation, using an annual depreciation rate of 10%. If the termination occurs more than five years after the Effective Date, the depreciated value will be determined by calculating 50% of the cost of fabricating and installing the Shelters and Kiosks, as documented in the Annual Financial Report provided by Contractor under Section 11.2 and as audited under the authority of Section 11.3.3, less depreciation on a straight line basis from the date of installation, using an annual depreciation rate of 10%. The depreciated value of any Existing Shelters and Kiosks will be determined by the City as stated in Section 16.1.1(b). In addition, Contractor shall assign to the City all outstanding advertising contracts as of the date of termination.

16.2.3. Port's Remedies. In the event that Contractor fails to carry out any term, covenant, condition or promise of this Agreement with respect to Shelters or Kiosks located on Port property, Port will so notify Contractor and SFMTA in writing. In the event Contractor fails to cure the default with 30 Days of Port's written notice, then Port, without limiting any of SFMTA's remedies set forth above, may (i) terminate Contractor's right to place print advertising on Shelters or Kiosks on property within Port jurisdiction, (ii) terminate Contractor's duty to install Shelters or Kiosks on such property, and (iii) may require Contractor to remove any Shelters and Kiosks located on such Port property in accordance with the provisions of Section 16.1(a) or (iv) may seek damages in accordance with the provisions of Section 16.2.4. With respect to SFMTA-owned Shelters located on Port property, Port may seek damages in accordance with the provisions of Section 16.2.4. Notwithstanding the foregoing, Port may only seek termination of Contractor's advertising rights on Port property with concurrence of the SFMTA and has no power to terminate the Agreement in its entirety.

16.2.4. Actual Damages. In the event that City elects not to terminate the Agreement after serving a Notice of Default of this Agreement, City will be entitled to recover from Contractor any loss or damage that City may have incurred by reason of Contractor's default.

16.2.5. Non-exclusive Remedies. The exercise of the remedies provided for in this Section will be cumulative and will in no way affect any other remedy available under the law to City.

16.3. Protection of City Property. Upon receiving a Notice of Termination from City, Contractor shall take such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

16.4. Relocation and Termination; Waiver of Rights. Contractor acknowledges that this Agreement includes provisions granting to City, subject to certain terms and conditions, the right to order the removal and relocation of a limited number of Structures and, subject to certain terms and conditions, the right to terminate the Agreement and upon such termination to order the removal of all Shelters and Kiosks. Contractor fully waives, releases and relinquishes forever any and all claims, demands, rights and causes of action that it may have against the City under the Outdoor Advertising Act (Business and Professions Code, §§ 5200, et seq.), any amendments thereto or other future laws, for any compensation from City not otherwise provided for herein, including the



payment of just compensation, as defined in the eminent domain law (Title 7, commencing with Section 1230.010, of Part 3 of the Code of Civil Procedure), in the event City lawfully exercises any such rights in accordance with the provisions of this Agreement.

16.5. Survival. Section 16 and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 1.3 ["Agreement"], 1.8 ["Carryover Contract"], 1.9 ["City"], 1.23 ["Gross Revenues"], 1.28 ["MAG"], 1.33 ["Port"], 1.34 ["Proposal"], 1.36-1.38 ["Records", "RFP", "SFMTA"], 1.48 ["Unavoidable Delay"], 2.3 [Carryover Contracts], 3 [Ownership of Structures], 4.2.3 (b) and (d) [Removal or Relocation of Kiosks and Shelters-Costs and Time for Relocation], 7.1(b)(iv) [MAG], 7.1(c) [Revenue Share], 7.2 [Late Payments], 9.8.6 [Ownership (of data in IMCDS)], 11.3.1 [Records], 11.3.2 [City's Right to Inspect and Copy], 12.1.4 [Claims-Made (Insurance) Coverage], 12.2 [Indemnification], 13 [Security Deposits (Performance Bond and Letter of Credit)], 14 [Liquidated Damages], 21.4 [Notices], 21.5 [Bankruptcy or Reorganization Proceedings], 21.6 [Non-Waiver of Rights], 21.9 [Taxes], 21.19 [Proprietary or Confidential Information], 21.23 [Protection of Private Information], 21.26 [Attorney's Fees], 21.34 [Submitting False Claims].

16.6. Cooperation. In the event of termination of this Agreement for any reason, Contractor shall cooperate fully in any transition of the contract to a new vendor. In the event that the City elects to acquire title to Shelters, Kiosks, and Associated Equipment, and upon request by City, Contractor shall provide City with complete records related to the installation, design, construction, maintenance, relocation and/or removal of each individual Shelter and Kiosk.

17. SMALL BUSINESS PARTICIPATION; EMPLOYMENT REQUIREMENTS

17.1. SBE GOAL. In accordance with the mutual commitment of the parties to encourage the use of Small Business Enterprises (SBE) in performing work or supplying materials and services under this Agreement, Contractor shall comply with SBE goals as follows:

17.1.1. Commitment. To the extent that Contractor procures supplies or services in connection with this Agreement, or subcontracts or joint ventures work under this Agreement, Contractor agrees to achieve an SBE participation goal ("SBE Goal") of at least 15% of the total dollar amount of said purchasing, subcontracting or joint venturing. Contractor further shall encourage advertisers and advertising agencies to utilize SBEs. Information pertaining to SBEs is available at the following: S.F. Human Rights Commission's website at www.sfhrc.org for the City's Local Business Enterprise Directory, the California Unified Certification Program (CUCP) federally certified Disadvantaged Business Enterprise database at <http://www.dot.ca.gov/ucp/GetLicenseForm.do>; and the State of California certified small business database at <http://www.pd.dgs.ca.gov/smbus/default.htm>. Contractor may also obtain information from the Contract Compliance Office ("CCO") of the SFMTA, at One South Van Ness Ave., 3rd floor, San Francisco, CA 94103, Phone: 415- 701-4443.

17.1.2. Nature of SBE Participation. SBE participation includes contracts with SBEs for any goods or services specifically required for the completion of the SBE Work. An SBE may participate as a prime contractor, subcontractor, joint venture partner with a prime contractor, or a supplier of materials or equipment to fulfill the SBE goal for the SBE Work.

17.1.3. Function. An SBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing and supervising the work. However, an SBE may contract out a portion of the work if it is considered to be a normal industry practice. If an SBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of



normal industry practices, the SBE shall be presumed not to be performing a commercially useful function.

17.1.4. Determining the Amount of SBE Participation. Within 30 Days of the Effective Date, the Contractor shall submit to the CCO a projection of the total dollar value of subcontracting opportunities over the term of the Agreement, along with a projection of the dollar amount of overall SBE participation. With its projection, Contractor shall specify the names of SBE contractors it anticipates using to fulfill its SBE Goal. The Contractor shall meet with the CCO on a quarterly basis to review and update the projection of subcontracting and make any revisions necessary to achieve the SBE Goal. The CCO shall make the final determination as to the level of SBE participation that may be counted toward fulfilling the SBE Goal.

(a) **SBE Prime Contractor.** Count the entire dollar amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work and the reasonable fees and commissions charged for the services. Do not count any work subcontracted to another firm as SBE participation by the SBE Prime Contractor.

(b) **SBE Subcontractor.** Count the entire amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work (except for materials and supplies purchased or leased from the Prime Consultant or supplier) and reasonable fees and commissions charged for the services. Do not count any work subcontracted by an SBE subcontractor to another firm as SBE participation by said SBE subcontractor. If the work has been subcontracted to another SBE, it will be counted as SBE participation by that other SBE.

(c) **SBE Joint Venture Partner.** Count the portion of the work that is performed solely by the SBE's forces or if the work is not clearly delineated between the SBE and the joint venture partner, count the portion of the work equal to the SBE's percentage of ownership interest in the joint venture.

(d) **Other SBEs.** Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from an SBE that is not a manufacturer or Regular Dealer. Do not count the cost of the materials and supplies.

(e) **Materials or Supplies.** Count expenditures with SBEs for materials or supplies toward SBE goals as follows:

(i) If the materials or supplies are obtained from an SBE Manufacturer, count 100% of the cost of the materials or supplies toward SBE goals.

(ii) For purposes of this paragraph (e)I(i), an SBE Manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(iii) If the materials or supplies are purchased from an SBE Regular Dealer, count 60% of the cost of the materials or supplies toward SBE goals.

(iv) For purposes of this Section, a Regular Dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

17.1.5. Substitution of Subcontractor and Suppliers. The Contractor may not terminate an SBE subcontractor or supplier for convenience and then perform the work with its



own forces unless the Contractor first reviews the reasons for such decision with the CCO and receives the approval of the CCO. The CCO's approval may not be unreasonably withheld. In other situations, the Contractor must make good faith efforts to substitute another SBE for an original SBE subcontractor or supplier when the original SBE subcontractor or supplier is terminated or fails to complete the work on the contract. The Contractor will notify SFMTA in writing of any request to substitute an SBE subcontractor or supplier and provide the CCO with any documentation requested to support the substitution. The CCO must approve the request in writing in order for the substitution to be valid. The substitution may also have to be approved by the SFMTA Board of Directors.

17.1.6. Addition of Subcontractors and Suppliers. The Contractor shall notify the CCO prior to any addition of an SBE or non-SBE subcontractor or supplier to the Agreement and submit MTA Form No. 4 (Subcontractor Participation Declaration) from each new subcontractor or supplier. Any new SBE subcontractor or supplier approved by the CCO also must submit an MTA Form No. 5. MTA Form No. 4 and MTA Form No. 5 are attached as Exhibit N.

17.1.7. Reporting Requirements. The Contractor will submit to the CCO copies of all signed subcontractor and supplier agreements or purchase orders within 10 Days of their execution. The Contractor shall maintain records of all SBE participation in the performance of the contract, including subcontracts entered into with certified SBEs and all materials purchased from certified SBEs. The Contractor shall submit SBE participation reports to City on a quarterly basis, or as otherwise directed by City. The reports shall identify the name and address of each SBE performing work on the project, and show the total dollar amount requested for payment and the total dollar amount actually paid to each SBE. Within 30 Days of completion of the subcontract or purchase order, or as otherwise directed by the CCO, the Contractor will submit a final summary SBE report to the CCO.

17.1.8. Enforcement. In order to establish its SBE program at the earliest possible date, Contractor shall designate an employee or consultant to act as a coordinator of Contractor's SBE obligations. Contractor's failure to make a good faith effort, as determined by the CCO, to attain and maintain the SBE goals set forth above will constitute a material breach of contract and in the event said breach is not cured within 60 Days from receipt of written notice of said breach, City will be entitled to have and elect among any of the remedies set forth in Section 16.3.

17.2. Employment Requirements. Contractor shall make good faith efforts to eradicate and prevent barriers to equal opportunity. The Contractor shall use the services of CityBuild in the Mayor's Office of Economic and Workforce Development and Young Community Developers (or other community-based organization approved by the City) to broaden the pool of qualified candidates to include minorities and women for employment by Contractor and its subcontractors.

17.2.1. Reporting Requirements. The Contractor will maintain Records on its labor force, including a record of all new hires, promotions, terminations and referral sources. The Contractor shall submit quarterly reports updating the information set forth above in a format to be developed by Contractor and the CCO. The Contractor shall require its construction subcontractors to submit monthly workforce reports and weekly submission of certified payroll reports.

17.2.2. Enforcement. Consultant's failure to demonstrate good faith efforts in with respect to recruiting, hiring and promoting qualified workers will constitute a material breach of contract and in the event said breach is not cured within 60 Days from receipt of written notice of said breach, City will be entitled to have and elect among any of the remedies set forth in Section 16.3.



18. REQUIRING MINIMUM COMPENSATION FOR COVERED EMPLOYEES

18.1. Notwithstanding any exemptions in the MCO that may preclude application of the MCO to this Contract, Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO are set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section. As used in this Section, MCO includes all amendments to the MCO as of the Effective Date of the Agreement.

18.2. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

18.3. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

18.4. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

18.5. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

18.6. Contractor's commitment to provide the Minimum Compensation a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

18.7. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue the following rights or remedies and any rights or remedies available under applicable law:



18.8. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

18.9. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

19. REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES

19.1. Notwithstanding any exemptions in the HCAO that may preclude application of the HCAO to this Agreement, Contractor shall comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

19.1.1. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

19.1.2. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

19.1.3. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 Days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 Days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

19.1.4. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

19.1.5. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed



by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

19.1.6. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

19.1.7. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

19.1.8. Contractor shall keep itself informed of the current requirements of the HCAO.

19.1.9. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

19.1.10. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

19.1.11. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

19.1.12. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor shall cooperate with City when it conducts such audits.

19.1.13. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000.00 (\$50,000.00 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000.00, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000.00 in the fiscal year.

20. OTHER OPTIONS.

20.1. Bicycle-Sharing Program. After completion of environmental review of the City's Bicycle Plan, City, in its sole discretion, may exercise an option to negotiate in good faith for Contractor to implement, on an exclusive basis, a bicycle-sharing program to make bicycles available at selected transit stops through a pre-paid option similar to car-sharing business models. Such a bicycle-sharing program shall not have the effect of reducing any of the payments due to the SFMTA under Section 7 of this Agreement. Should the parties reach agreement, the agreement shall be reflected in an amendment to this Agreement, which will be subject to approval by the SFMTA Board and Board of Supervisors. If the parties fail to reach agreement on an amendment within 180 Days of the exercise of the option to negotiate (unless such time is extended by the SFMTA), the City shall have no further obligation to negotiate with Contractor for implementation of a bicycle-sharing program.

20.2. Canopies over Subway Entrances. During the term of this Agreement, City may exercise an option to negotiate in good faith for Contractor to design, install and maintain canopies over entrances to one or more subway stations in San Francisco. Should the parties reach agreement, the agreement shall be reflected in an amendment to this Agreement, which will be subject to approval by the SFMTA Board and Board of Supervisors. Exercise of such an option will also be subject to the approval and participation of the San Francisco Bay Area Rapid Transit District. If the



parties fail to reach agreement on an amendment within 180 Days of the exercise of the option to negotiate (unless such time is extended by the SFMTA), the City shall have no further obligation to negotiate with Contractor for design and installation of canopies.

21. MISCELLANEOUS CONTRACT PROVISIONS

21.1. San Francisco Office. Contractor shall maintain a fully staffed business office within the City and County of San Francisco in order to facilitate coordination between City and Contractor.

21.2. Qualified Personnel. This Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the deadlines specified in this Agreement, and shall meet the staffing commitments made in its Proposal.

21.3. Subcontractors. City grants Contractor the authority to hire such subcontractors as Contractor deems necessary to fulfill the requirements detailed in this agreement, provided:

21.3.1. No substitution of a subcontractor that is certified as an SBE may be made at any time without the written consent of City; and

21.3.2. If an SBE subcontractor is unable to perform successfully and is to be replaced, Contractor will be required to make good faith efforts to replace the original SBE subcontractor with another SBE subcontractor.

21.4. Notices. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by electronic mail, with a copy by U.S. mail or by fax, and shall be addressed as indicated below. The City will designate electronic mail addresses. Contractor shall provide the SFMTA with a copy of any notice or other communication it provides to any other City department or public entity in connection with its activities under this Agreement. Notices to the SFMTA shall be addressed by first class mail or facsimile as follows:

To City: San Francisco Municipal Transportation Agency
Real Estate Division
One South Van Ness Ave. 7th floor
San Francisco, California 94103
Fax: (415) 701-4341

with a copy to:

San Francisco Municipal Transportation Agency
Attn: Contracts and Procurements
One South Van Ness Ave. 7th floor
San Francisco, California 94103

To Contractor:

Clear Channel Outdoor
President/General Manager
555 12th Street, Suite 950
Oakland, CA 94607
Fax: (510) 834-9410



Municipal Transportation Agency

Board of Directors & Parking Authority



with a copy to:

Clear Channel Adshel
Attn: President
110 East 42nd Street, 18th floor
New York, NY 10017
Fax: (212) 818-0618

Either party may change the above contact information by serving written notice upon the other.

21.5. Bankruptcy or Reorganization Proceedings. In the event that Contractor files a voluntary petition in bankruptcy, or in the event that proceedings in bankruptcy are instituted against Contractor and Contractor is thereafter adjudicated bankrupt pursuant to such proceedings, or in the event that a court takes jurisdiction of Contractor and its assets pursuant to proceedings brought under the provisions of any federal reorganization act, or in the event that a receiver of Contractor's assets is appointed, or in the event that Contractor executes an assignment for the benefit of its creditors, City will have the right to terminate this Agreement forthwith. Such termination will be deemed to occur upon the happening of any of said events and, after that time, Contractor or its successor in interest by operation of law or otherwise will have no rights in or to this Agreement or to any of the privileges conferred under this Agreement.

21.6. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, will not be a waiver of any such default or right to which the party is entitled, nor will it in any way affect the right of the party to enforce such provisions thereafter.

21.7. Assignment. This Agreement and the rights granted by the Agreement may not be assigned by Contractor without the express prior written consent of City. The City's consent may not be unreasonably withheld; however, no assignment will be approved unless the City concludes that the proposed assignee is in every way equally reliable and responsible and fully able to perform all the obligations of this Agreement. Written consent for any assignment will require amendment of this Agreement approved by the SFMTA, the Port and the Board of Supervisors on behalf of the City.

21.8. Successors. This agreement will bind and inure to the benefit of the successors or assigns of the parties hereto.

21.9. Taxes.

21.9.1. Payment of Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

21.9.2. Possessory Interest. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

(a) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;



(b) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

(c) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code Section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(d) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

21.10. Legal Relationship. The parties declare that it is not their intention by this Agreement or any of the terms thereof to create a partnership, joint venture or agency relationship between them.

21.11. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

21.12. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement will be governed by the laws and regulations of the State of California and the City and County of San Francisco. Venue for all litigation relative to the formation, interpretation and performance of this Agreement will be in San Francisco.

21.13. Section Headings. The Section headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.

21.14. MacBride Principles--Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, Contractor acknowledges that it has read and understood this Section.

21.15. Nondiscrimination; Penalties.

21.15.1. Contractor Will Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, SFMTA or City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status,



disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

21.15.2.Subcontracts. Contractor agrees to incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from the City) and will require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection will constitute a material breach of this Agreement.

21.15.3.Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

21.15.4.Condition to Contract. As a condition to this Agreement, Contractor must execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

21.15.5.Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor agrees to comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §12B.2(h) of the San Francisco Administrative Code, a penalty of \$50.00 for each person for each Day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

21.16. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to persons with disabilities. Contractor agrees to provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

21.17. Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

21.18. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between the City and persons or firms seeking contracts, will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a



private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request. Contractor shall cooperate with City in the compilation, copying and production of records in its custody that are subject to requests for public records.

21.19. Proprietary or Confidential Information.

21.19.1. City Information. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that to the extent permitted by law, all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

21.19.2. Contractor Information. Contractor understands and agrees that the City's Sunshine Ordinance (Administrative Code, Chapter 67) and the California Public Records Act (Gov. Code Section 6250 *et seq.*), apply to the Agreement. Contractor shall clearly identify to City all information that Contractor provides to City that it considers to be proprietary, trade secret or is otherwise protected from disclosure under the California Public Records Act, the City's Sunshine Ordinance and other applicable law. If a public records request made to City includes information that Contractor has identified as confidential or proprietary, City will endeavor to provide Contractor reasonable notice of such request prior to disclosure of any such Records. Contractor may at its option then take whatever legal steps it deems appropriate to protect said information from disclosure to the public.

21.20. Preservative-Treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" means wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" means a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

21.21. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this Section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two years. The Controller will not consider Contractor's use of profit as a violation of this Section.



21.22. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000.00 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

21.23. Protection of Private Information Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

21.24. Extent of Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 21.25.

21.25. Amendments. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved as required under City law.

21.26. Attorneys' Fees. In the event that at any time during the term of this agreement either City or Contractor institutes any action or proceeding against the other relating to the provisions of this Agreement, or any default hereunder, then, and in that event, the unsuccessful party in such action or proceeding shall reimburse the successful party for the reasonable expenses of attorneys' fees and disbursements incurred by the successful party.

21.27. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

21.28. Compliance With Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.



21.29. Prevailing Wages.

21.29.1. Compliance with Laws. Notwithstanding any provisions of Sections 1770 et seq. of the California Labor Code Sections 6.22(E), 6.22(F) and 21.25-1 of the San Francisco Administrative Code that may preclude application of prevailing wage requirements to this Agreement, Contractor and its subcontractors acknowledge and agree to comply with all provisions of Sections 1770 et seq. of the California Labor Code, San Francisco Administrative Code Sections 6.22(E) and 6.22(F). The parties agree that the correct prevailing wage rate for the bolting and concrete work associated with the installation of the Structures is the rate set by the State Department of Industrial Relations for "Laborer/Group 3" in Northern California. Contractor and its subcontractors will also comply with San Francisco Administrative Code Section 21.25-1 for maintenance of Structures under this Agreement. If Contractor or any of its subcontractor(s) is a party to a collective bargaining agreement setting forth prevailing wages for maintenance work on the Structures under this Agreement, the collective bargaining agreement(s) will control.

21.29.2. Payroll Records. Contractor and every subcontractor required to submit certified payroll records and labor compliance documentation shall provide to the City weekly certified payrolls and labor compliance documentation. If City receives a request for such records under the Public Records Act or Sunshine Ordinance will protect the privacy of the names and other personal information of the individuals whose records are being submitted, in accordance with the standards set forth in Labor Code Section 1776(e).

21.30. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement is for the benefit of the signatories to the Agreement only and no other person or entity shall be entitled to rely on, receive any benefit from, or enforce against either party any provision of this Agreement.

21.31. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement will not be affected or impaired thereby, and (b) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

21.32. Precedence. In the event of any conflict or inconsistency between the terms of the Agreement and any incorporated document, they shall be governed in descending order of precedence as follows:

21.32.1. This Agreement;

21.32.2. Exhibits to the Agreement;

21.32.3. RFP;

21.32.4. Proposal.

21.33. Biannual Meetings. Contractor shall meet twice a year with the City for the purpose of reviewing its performance under this Agreement, including its program for maintenance and repair and the success of its advertising sales program.

21.34. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be



liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000.00 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

21.35. Disputes. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties will be decided in writing by the Chief Financial Officer of the SFMTA. The decision will be administratively final and conclusive unless, within 10 Days from the date of such decision, the Contractor mails or otherwise delivers a written appeal to the Executive Director/CEO. Any appeal must contain the following: (a) a statement of the Contractor's position, (b) a summary of the arguments supporting that position, and (c) any evidence supporting the Contractor's position. The decision of the Executive Director/CEO will be administratively final and conclusive. Pending final resolution of a dispute hereunder, the Contractor must proceed diligently with the performance of its obligations under the Agreement. Under no circumstances may the Contractor or its subcontractors stop work due to an unresolved dispute. An alternative dispute resolution process may be used in lieu of the procedures set forth in this Section 21.35 if the City and contractor agree to such alternative procedures.

22. First Source Hiring Program

22.1. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Notwithstanding any exemptions in Chapter 83 that may preclude application of this Agreement to Chapter 83, Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

22.2. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Such agreement shall:

22.2.1. Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

22.2.2. Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide



qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry-level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

22.2.3. Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

22.2.4. Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

22.2.5. Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

22.2.6. Set the term of the requirements.

22.2.7. Set appropriate enforcement and sanctioning standards consistent with this Chapter that includes the right to cure a violation without incurring liquidated damages.

22.2.8. Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

22.2.9. Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

22.3. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

22.4. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.



22.5. Liquidated Damages. Contractor agrees:

22.5.1. To be liable to the City for liquidated damages as provided in this section;

22.5.2. To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

22.5.3. That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

22.5.4. That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

22.5.5. That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

22.5.6. That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

22.5.7. That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorneys fees. In the event that the Contractor is the



prevailing party in said civil action, the City will be liable for the Contractor's costs and reasonable attorney fees.

22.5.8. Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA if the Contractor fails to cure the violation within 30 days or upon the next hiring opportunity for an entry level position.

22.6. Subcontracts. Contractor shall notify its subcontractors about the availability of the First Source Hiring Program and urge them to contact the First Source Hiring Administration when they have entry-level job openings.



IN WITNESS WHEREOF, the parties hereto have caused this Advertising Transit Shelter Agreement to be executed, in quadruplicate, by their duly authorized officers, on the day and year first hereinabove written.

CITY AND COUNTY OF SAN FRANCISCO

San Francisco Municipal Transportation Agency
Board of Directors
Resolution No. 07-149
Dated: Sept. 4, 2007

Nathaniel P. Ford, Sr.
Executive Director/CEO

ATTEST:

Secretary,
Municipal Transportation Agency
Board of Directors

PORT
City and County of San Francisco, by
and through the San Francisco Port
Commission

Board of Supervisors
Ordinance No. 240-07
Dated: 10/23/07

Executive Director

Attest:

Clerk of the Board

Port Commission Resolution No. 07-75
Dated: Sept. 25, 2007

APPROVED AS TO FORM:

Dennis J. Herrera
City Attorney
By
Deputy City Attorney

CONTRACTOR
By
William G. Hooper
President, Northern California Division



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Municipal Transportation Agency



San Francisco Municipal Transportation Agency

TRANSIT SHELTER

ADVERTISING AGREEMENT

EXHIBITS



EXHIBIT A

List of SFMTA Historic Shelters (All Non-Commercial)

1. 21st & Chattanooga Streets (Southwest)
2. Duboce & Noe Streets (Northwest)
3. Junipero Serra Blvd. & Ocean Ave. (Northwest)
4. Laguna Honda (e/s) @ Forest Hill (Northeast)
5. Parnassus Ave. & Langly Porter St. (South)
6. Potrero Ave. & 23rd St. (East)
7. Quintara St. & 14th Ave. (Northwest)
8. Sunnydale Ave. & Santos St. (Southeast)



EXHIBIT B-1
LIST OF SHELTERS AND KIOSKS BY NUMBER

Shelter Number	Location	Commercial Non-Commercial Shelter Size (in feet)	Zone
1	Van Ness Ave. & McAllister St.	CPS	1
2	Van Ness Ave. & Union St.	C - 12'	1
3	Townsend St. & mid 03rd & 04 th St.-	C - 12'	1
4	Sutter St. & Stockton St.	C - 12'	1
5	Stockton St. mid Jackson & Washington (w/s)	C - 12'	1
6	Stockton St. mid Broadway & Pacific Sts (w/s)	C - 12'	1
8	Sacramento St. & Polk St.	C - 12'	1
9	Powell St. & California St.	C - 12'	1
12	Mission St. & Beale St.	C - 12'	1
13	Mission St. & 05th St.	C - 8'	1
14	Main St. & Mission St.	C - 12'	1
16	Kearny St. & California St.	C - 12'	1
17	Geary Blvd. & Leavenworth St.	C - 12'	1
21	04th St. & Folsom St.	C - 12'	1
22	Bayshore Blvd. & Cortland Ave.	C - 12'	2
23	Geary Blvd. & Masonic St.	C - 12'	2
24	Geary Blvd. & Van Ness Ave.	C - 12'	1
25	Masonic Ave. & Geary Blvd.	C - 12'	2
26	Sacramento St. & Fillmore St.	C - 12'	1
27	Silver Ave. & San Bruno Ave.	C - 12'	2
29	Sutter St. & Van Ness Ave.	C - 12'	1
30	Union St. & Van Ness Ave.	C - 12'	1
31	Geary Blvd. & Powell St.	C - 12'	1
33	03rd St. mid Jessie & Stevenson Sts. e/s	C - 16'	1
34	Van Ness Ave. & Chestnut St.	C - 12'	1
36	Sacramento St. & Davis St.	C - 12'	1
42	Townsend St. & 04th St.	C - 12'	1
45	Golden Gate Park (Acad. of Science) - Temp Down	NC - 12'	n
46	Golden Gate Park (DeYoung	NC - 12'	n



	Museum)		
49	Laguna Honda Hospital	NC - 8'	n
50	Cabrillo St. & La Playa St.	C - 12'	2
52	Clay St. & Polk St.	C - 12'	1
53	06th Ave. & Geary Blvd.	C - 12'	2
54	Turk St. & Jones St.	C - 12'	1
56	Eddy St. & Polk St.	C - 12'	1
58	Mission St. & So. Van Ness St.	C - 12'	2
59	O'Farrell St. & Jones St. (bulb)	C - 12'	1
60	25th Ave. & Geary Blvd.	C - 12'	2
61	Divisadero St. & Geary Blvd.	C - 12'	2
63	Ocean Ave. & Harold St./PHELAN	C - 16'	2
64	Castro St. & Market St.	C - 12'	1
65	Larkin St. & McAllister St.	C - 12'	1
66	Silver Ave. & Mission St.	NC - 8'	n
67	Fulton St. & 08th Ave.	NC - 12'	n
68	Fulton St. & 37th Ave.	NC - 12'	n
69	Sacramento St. & Webster St.	NC - 8'	n
71	Recreation Center for the Handicapped	NC - 8'	n
72	Van Ness Ave. & Clay St.	C - 12'	1
73	Van Ness Ave. & Eddy St.	C - 12'	1
74	Van Ness Ave. & Eddy St.	C - 12'	1
75	Van Ness Ave. & O'Farrell St.	C - 12'	1
76	Van Ness Ave. & O'Farrell St.	C - 12'	1
77	Van Ness Ave. & Sutter St.	C - 12'	1
78	Van Ness Ave. & Sutter St.	C - 12'	1
79	Van Ness Ave. & Sacramento St.	C - 12'	1
82	16th St. & Mission St.	C - 12'	2
83	09th Ave. & Irving St.	C - 12'	2
84	Fulton St. & Masonic ST.	C - 12'	2
85	Clement St. & 06th Ave.	C - 12'	2
86	Ulloa St. & West Portal	C - 12'	2
87	Junipero Serra Blvd. & Ocean Ave.	NC - 12'	n
88	Hayes St. & Fillmore St.	NC - 8'	n
89	Van Ness Ave. & McAllister St.	CPS	1
90	Hayes St. & Van Ness Ave.	NC - 8'	n



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91	McAllister St. & Polk St.	CPS	1
92	19th Ave. & Judah St.	C - 12'	2
93	Geary Blvd. & 25th Ave.	C - 12'	2
94	16th St. & Bryant St.	C - 12'	2
95	Church St. & Duboce St.	C - 12'	2
96	Valencia St. & 14th St.	C - 12'	2
97	Geary Blvd. & 06th Ave.	C - 12'	2
98	19th Ave. & Lincoln Way	C - 8'	2
99	19th Ave. & Taraval St.	C - 12'	2
101	Portola St. & Woodside St.	C - 12'	2
105	19th Ave. & Junipero Serra Blvd.	C - 12'	2
108	Castro St. & 18th St.	C - 12'	2
111	03rd St. & Hudson Ave.	C - 12'	2
112	Presidio Ave. & California St.	C - 12'	1
113	Geary Blvd. & Park Presidio	NC - 12'	n
115	California St. & Commonwealth St.	C - 12'	2
118	04th St. & King St.	C - 12'	1
119	Mission St. & 30th St.	C - 12'	2
120	Mission St. & Naglee St.	C - 12'	2
121	South Van Ness St. & Mission St.	C - 12'	2
123	Balboa St. & 32nd Ave.	NC - 8'	n
125	Geary Blvd. & Arguello Ave.	C - 12'	2
126	Geary Blvd. & Arguello Ave.	C - 12'	2
127	Mission St. & Geneva Ave.	C - 12'	2
128	Mission St. & Geneva Ave.	C - 12'	2
132	Bayshore Blvd. & Arleta Ave. (Canopy)	C - 12'	2
133	Cortland St. & Mission St.	NC - 12'	n
135	Forest Hill Station	NC - 12'	n
136	Fulton St. & Parker St.	NC - 8'	n
137	Masonic Ave. & Hayes St.	C - 12'	2
138	Valencia St. & Cesar Chavez St.	C - 12'	2
139	San Bruno Ave. & Bacon St.	C - 12'	2
140	Irving St. & 07th Ave.	C - 12'	2
141	Irving St. & 09th Ave.	C - 8'	2
142	Marina St. & Laguna St.	C - 12'	1
144	Mission St. & 16th St.	C - 12'	2
145	Mission St. & 16th St	C - 12'	2



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146	09th Ave. & Lincoln Way	C - 12'	2
147	09th Ave. & Lincoln Way	C - 12'	2
148	Sutter St. & Laguna St.	C - 12'	2
149	Sutter St. & Laguna St.	C - 12'	2
150	Valencia St. & Cesar Chavez St.	NC - 8'	n
152	Van Ness Ave. & North Point	C - 12'	1
154	Irving St. & 02nd Ave.	NC - 8'	n
155	O'Farrell St. mid Stockton & Grant Sts.	C - 12'	1
157	Balboa St. & 25th Ave.	NC - 8'	n
160	Church St. & 20th St. (Muni Row)	NC - 8'	n
162	Geary Blvd. & Stockton St.	C - 12'	1
163	Kearny St. & Geary Blvd. (TD)	C - 16'	1
164	Kearny St. & Sutter St.	C - 12'	1
165	Larkin St. & Golden Gate	C - 12'	1
166	Mission St. & 01st St.	C - 16'	1
167	Mission St. & 03rd St.	C - 12'	1
168	Noriega St. & Sunset	NC - 8'	n
170	Polk St. & California St.	C - 12'	1
171	Post St. & Van Ness Ave.	C - 12'	1
173	Sacramento St. & Van Ness Ave.	C - 12'	1
174	Sunset Blvd. & Noriega St.	NC - 8'	n
177	05th St. & Folsom St.	C - 12'	1
178	05th St. & Folsom St.	C - 12'	1
179	23rd St. & Utah St.	NC - 12'	n
182	Balboa St. & 06th Ave.	C - 12'	2
184	Duncan St. & Diamond Heights	NC - 8'	n
185	Geary Blvd. & Divisadero St.	C - 12'	2
186	Geary Blvd. & Divisadero St.	C - 12'	2
187	Geary Blvd. & Laguna St.	C - 12'	1
188	Masonic Ave. & Turk St.	C - 12'	2
189	Mission St. & 02nd St.	C - 12'	1
190	Mission St. & 07th St.	C - 12'	2
191	Myra St. & Dalewood St. (Term.)	NC - 8'	n
192	O'Farrell St. & Van Ness St.	C - 12'	1
193	Sacramento St. & Kearny St.	C - 12'	1
194	Sutter St. & Fillmore St.	C - 12'	1
195	Sutter St. & Fillmore St.	C - 12'	1



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196	Washington St. & Mason St.	NC - 8'	n
197	03rd St. & Folsom St.	C - 12'	1
198	18th St. & Valencia St.	C - 12'	2
199	19 th Ave. & Crespi Dr.	NC - 12'	2
200	California St. & Divisadero St.	C - 12'	1
201	California St. & Grant St.	C - 8'	1
202	California St. & Van Ness St.	C - 12'	1
203	Ellis St. & Mason St.	C - 12'	1
204	Geary Blvd. & Laguna St.	C - 12'	1
206	Geary Blvd. (n/s) mid Presidio & Masonic Sts.	C - 12'	2
208	Mission St. & 04th St.	C - 12'	1
209	Ocean Ave. & San Jose Ave.	C - 12'	2
210	Post St. & Leavenworth St.	C - 12'	1
211	Potrero Ave. & 18th St.	C - 12'	2
212	Presidio Ave. & Geary Blvd.	C - 12'	2
213	Skyline Blvd. & Zoo Road	NC - 8'	n
214	Sloat Blvd. & 45th Ave.	NC - 12'	n
216	Van Ness Ave. & Market St.	C - 12'	1
217	24th St. & Dolores St.	NC - 8'	n
218	25th Ave. & Balboa St.	NC - 8'	n
219	California St. mid 6th & 7th Ave. s/s	C - 12'	2
220	California St. & Park Presidio	NC - 8'	n
221	Clay St. & Van Ness Ave.	C - 12'	1
222	Cole St. & Carl St.	C - 12'	2
223	Fillmore St. & Chestnut St.	C - 12'	1
224	Fulton St. & 08th Ave.	C - 8'	2
225	Judah St. & Sunset	NC - 8'	n
226	Masonic Ave. & Fulton St.	C - 12'	2
227	Mission St. & 24th St.	C - 12'	2
228	Mission St. & 24th St.	C - 12'	2
229	Park Presidio & Fulton St.	NC - 12'	n
230	Park Presidio & Geary Blvd.	NC - 12'	n
231	Polk St. & Broadway St.	C - 12'	1
232	Polk St. & Sutter St.	C - 12'	1
233	Polk St. & Union St.	C - 12'	1
234	Stockton St. & Green St.	C - 12'	1
236	Van Ness Ave. & Geary Blvd.	C - 12'	1



237	Fillmore St. & Hayes St.	NC - 8'	n
238	Fillmore St. & Hayes St.	NC - 8'	n
239	Haight St. & Divisadero St.	C - 12'	2
240	Haight St. & Divisadero St.	C - 12'	2
241	Mission St. & 20th St.	C - 12'	2
242	Mission St. & 20th St.	C - 12'	2
243	Hayes St. & Shrader St.	C - 12'	2
244	Hayes St. & Shrader St.	C - 12'	2
246	04th St. & Howard St.	C - 12'	1
247	22nd Ave. & Irving St.	C - 12'	2
249	Fulton St. & Arguello Ave.	NC - 12'	n
250	Silver Ave. & Cambridge St.	NC - 8'	n
251	Silver Ave. & Cambridge St.	NC - 8'	n
252	Sunset Blvd. & Judah St.	NC - 8'	n
253	Sunset Blvd. & Judah St.	NC - 8'	n
254	Sunset Blvd. & Taraval St.	NC - 8'	n
255	Sunset Blvd. & Taraval St.	NC - 8'	n
257	Masonic Ave. & Haight St.	C - 8'	2
258	Masonic Ave. & Haight St.	C - 12'	2
259	Mission St. & 09th St.	C - 12'	2
261	Sacramento St. & Grant St.	C - 8'	1
262	Leavenworth St. & Geary Blvd.	C - 12'	1
263	Sunset Blvd. & Quintara St.	NC - 8'	n
264	Sunset Blvd. & Quintara St.	NC - 8'	n
266	05th St. & Harrison St.	C - 12'	1
267	Bush St. & Leavenworth St.	C - 12'	1
268	California St. & Divisadero St.	C - 8'	1
270	Fillmore St. & Lombard St.	C - 12'	1
271	Fillmore St. & Sutter St.	C - 12'	1
272	Geary Blvd. & Fillmore St.	C - 12'	1
274	Geary Blvd. & Spruce St.	C - 12'	2
275	Geary Blvd. & Taylor St. (REVERS CANOPY)	C - 12'	1
276	North Point St. & Mason St.	C - 12'	1
277	Polk St. & California St.	C - 12'	1
280	Stockton St. & Sutter St.	C - 12'	1
281	Sunset Blvd. & Noriega St.	NC - 8'	n
282	Sunset Blvd. & Ocean Ave.	NC - 8'	n
283	Sunset Blvd. & Vicente St.	NC - 8'	n



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284	Sunset Blvd. & Yorba St.	NC - 8'	n
285	Sunset Blvd. & Yorba St.	NC - 8'	n
286	Sutter St. & Divisadero St.	C - 12'	2
287	Sutter St. & Polk St.	C - 12'	1
290	15th Ave. & Taraval St.	C - 12'	2
291	15th Ave. & Taraval St.	C - 12'	2
292	16th St. & Bryant St.	C - 16'	2
293	18th St. & Connecticut St.	C - 12'	2
294	19th Ave. & Taraval St.	C - 12'	2
295	25th Ave. & California St.	NC - 12'	n
296	25th Ave. & Geary Blvd.	C - 12'	2
298	Clement St. & 08th Ave.	C - 8'	2
299	Clement St. & 25th Ave.	C - 12'	2
300	Geary Blvd. & 20th Ave.	C - 12'	2
301	Geary Blvd. & 33rd Ave.	C - 12'	2
302	Mission St. & 18th St.	C - 12'	2
303	Mission St. & Brazil St.	C - 12'	2
304	Mission St. & Persia St.	C - 12'	2
305	Mission St. & Russia St.	C - 12'	2
306	Mission St. & Richland St.	C - 12'	2
307	Mission St. & Richland St.	C - 12'	2
308	Mission St. & Silver Ave.	C - 12'	2
309	Park Presidio & Balboa St.	NC - 8'	n
310	Park Presidio & California St.	NC - 8'	n
311	Park Presidio & California St.	NC - 12'	n
312	Park Presidio & Geary Blvd.	NC - 8'	n
313	Silver Ave. & Mission St.	C - 12'	2
314	Sloat Blvd. & West Portal (n/s)	C - 12'	2
317	3 rd St. & Gilman	NC - 12'	2
319	Bayshore Blvd. & Visitacion St.	C - 12'	2
320	Castro St. & Duboce St.	NC - 12'	n
321	Castro St. & Duboce St.	NC - 8'	n
322	Chestnut St. & Laguna St.	NC - 8'	n
323	Connecticut St. & 18th St.	C - 12'	2
324	Fillmore St. & Jackson St.	C - 8'	1
325	Judah St. & 46th Ave.	C - 8'	2
327	Mission St. & Acton St.	C - 12'	2
328	Monterey Blvd. & Foerster St.	C - 12'	2



329	Monterey Blvd. & Foerster St.	C - 12'	2
333	Plymouth St. & Ocean Ave.	C - 12'	2
334	Plymouth St. & Ocean Ave.	C - 12'	2
336	Sacramento St. & Fillmore St.	C - 12'	1
339	Visitacion Ave. & Bayshore Blvd.	C - 12'	2
340	05th St. & Bryant St. (Temp Down)	C - 12'	1
341	05th St. & Mission St.	C - 16'	1
342	06th Ave. & Clement St.	C - 12'	2
343	16th St. & Mission St.	C - 16'	2
344	24th St. & Mission St.	C - 12'	2
345	24th St. & Mission St.	C - 12'	2
346	Carl St. & Cole St.	C - 12'	2
347	Castro St. & 17th St.	C - 12'	1
348	Castro St. & 18th St.	C - 12'	1
350	Divisadero St. & Geary Blvd.	C - 12'	2
352	Eddy St. & Pierce St.	C - 12'	2
353	Haight St. & Laguna St.	NC - 8'	n
354	Hayes St. & Fillmore St.	NC - 8'	n
355	Hayes St. & Larkin St. (CANOPY/ 1 FACE)	C - 12'	1
357	Mission St. & 05th St.	C - 12'	1
359	Mission St. & 18th St.	C - 12'	2
360	Mission St. & 22nd St.	C - 12'	2
363	Sacramento St. & Stockton St. (Revers Canopy)	C - 12'	1
364	Turk St. & Larkin St.	C - 12'	1
365	24th St. & Guerrero St.	NC - 8'	n
366	46th Ave. & Taraval St.	NC - 8'	n
367	California St. & 06th Ave.	C - 12'	2
368	California St. & Laurel St.	NC - 8'	1
369	California St. & Laurel St.	C - 12'	1
370	California St. & Spruce St.	C - 12'	1
371	Castro St. & 22nd St.	NC - 8'	n
372	Clipper St. (n/s) & Diamond Heights Blvd.	NC - 8'	n
373	Eddy St. & Polk St.	C - 8'	1
374	Eddy St. & Van Ness Ave.	C - 12'	1
376	Fulton St. & 06th Ave.	NC - 8'	n



377	Fulton St. & Parker Ave.	NC - 8'	n
378	Geary Blvd. & 42nd Ave.	NC - 8'	n
380	La Playa & Cabrillo St.	NC - 16'	n
382	Market St. & Gough St.	C - Kiosk	1
383	McAllister St. & Hyde St.	CPS	1
384	McAllister St. & Van Ness Ave.	NC - 12'	n
386	Sacramento St. & Buchanan St.	NC	n
387	Sloat Blvd. & 19th Ave.	C - 12'	2
388	Van Ness Ave. & Grove St.	CPS	1
391	Leavenworth St. & Bush St.	C - 12'	1
392	05th St. & Howard St.	C - 12'	1
393	05th St. & Howard St.	C - 12'	1
394	09th Ave. & Judah St.	C - 12'	2
395	09th Ave. & Judah St.	C - 12'	2
396	16th St. & Dolores St.	NC - 8'	n
397	24th St. & Church St.	C - 12'	2
398	24th St. & Church St.	C - 12'	2
400	California St. & Sansome St.	C - 12'	1
402	Fulton St. & Park Presidio	NC - 12'	n
403	Geary Blvd. & Scott St.	NC - 8'	n
404	Jackson St. & Fillmore St.	C - 12'	1
405	Leavenworth St. & O'Farrell St.	C - 12'	1
406	Mission St. & 08th St.	C - 16'	2
408	O'Farrell St. & Leavenworth St.	C - 12'	1
416	24th St. & Folsom St.	C - 12'	2
421	Judah St. & 25th Ave.	NC - 8'	n
422	Laguna St. & Chestnut St.	NC - 8'	n
423	Lincoln Way & 19th Ave.	NC - 8'	n
424	Mission St. & Silver Ave.	C - 12'	2
425	Monterey Blvd. & Ridgewood Ave.	C - 12'	2
426	Noriega St. & 46th Ave.	NC - 8'	n
427	North Point St. & Hyde St.	C - 8'	1
428	North Point St. & Hyde St.	C - 8'	1
429	O'Farrell St. & Hyde St.	C - 12'	1
430	Park Presidio & Balboa St.	NC - 8'	n
431	Park Presidio & Fulton St.	NC - 12'	n
432	Phelps St. & Williams Ave.	C - 12'	2
433	Polk St. & North Point St.	NC - 8'	n



435	Powell St. & Lombard St.	NC - 8'	n
436	Sutter St. & Baker St.	C - 12'	2
437	Geneva Ave. & Mission St.	C - 16'	2
438	Sutter St. & Buchanan St.	C - 12'	1
439	Sutter St. & Octavia St.	C - 8'	1
440	Taraval St. & Sunset Blvd.	NC - 8'	n
441	Van Ness Ave. & Jackson St.	C - 12'	1
443	Diamond Heights Blvd. & Duncan St.	NC - 8'	n
444	Divisadero St. & Pine St.	C - 12'	2
445	Eddy St. & Laguna St.	C - 12'	2
446	Eddy St. & Laguna St.	C - 12'	2
447	Eddy St. & Larkin St.	C - 8'	1
448	Eddy St. & Pierce St.	C - 12'	2
450	Geary Blvd. & Gough St.	C - 12'	1
451	Geary Blvd. & Webster St.	C - 12'	1
452	Hayes St. & Baker St.	NC - 8'	n
453	Hayes St. & Baker St.	NC - 8'	n
456	Lyon St. & Greenwich St.	NC - 8'	n
458	McAllister St. & Divisadero St.	C - 12'	2
459	McAllister St. & Divisadero St.	C - 12'	2
460	McAllister St. & Fillmore St.	C - 12'	2
461	McAllister St. & Fillmore St.	C - 12'	2
462	Polk St. mid Clay & Sacramento Sts. (w/s)	C - 12'	1
463	Polk St. & Sutter St.	C - 12'	1
466	Sutter St. & Taylor St.	C - 12'	1
467	02nd St. & Howard St.	C - 12'	1
469	24th St. & Castro St.	C - 12'	2
470	24th St. & Diamond St.	C - 12'	2
473	Clayton St. & Corbett Ave.	NC - 8'	n
474	Divisadero St. & Eddy St.	C - 12'	2
475	Hayes St. & Buchanan St.	NC - 8'	n
476	Hayes St. & Steiner St.	NC - 8'	n
479	Lincoln Way & 05th Ave.	NC - 8'	n
484	Noriega St. & 41st Ave.	NC - 8'	n
485	North Point St. & Polk St.	C - 12'	1
486	Pacific Ave. & Polk St.	C - 12'	1
488	Quintara St. & 19th Ave.	NC - 8'	n



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489	Starr King Way & Gough St.	C - 12'	1
490	Union St. & Polk St.	C - 12'	1
491	Van Ness Ave & Jackson St.	C - 12'	1
492	03rd St. & 22nd St.	C - 12'	2
493	03rd St. mid Stillman & Perry Sts. e/s (TempDown)	CC - 12'	1
494	30th St. & Mission St.	C - 12'	2
495	Eddy St. & Leavenworth St.	C - 12'	1
496	Eddy St. & Van Ness Ave.	C - 12'	1
497	Fillmore St. & Sutter St.	C - 12'	1
498	Fulton St. & 22nd Ave.	NC - 8'	n
499	Geneva Ave. & Naples St.	C - 12'	2
501	Hayes St. & Divisadero St.	C - 12'	2
502	Hayes St. & Divisadero St.	C - 12'	2
503	Judah St. & 43rd Ave.	C - 8'	2
504	Hayes St. & Franklin St.	C - 12'	1
506	La Playa & Cabrillo St. (Muni Term.)	NC - 12'	n
507	Ocean Ave. & Howth St.	NC - 8'	n
508	Ocean Ave. & Lee Ave. (ISLAND & KIOSK)	C - Kiosk	2
509	Phelan St. (w/s) Bookstore (CCSF)	C - 8'	2
510	Phelan St. opposite Bookstore (CCSF)	C - 12'	2
511	Phelan St. (e/s) Science Bldg. (CCSF)	NC - 8'	n
512	Phelan St. (n/s) opp. Science Bldg. (CCSF)	NC - 12'	n
514	San Jose Ave. & Geneva Ave.	C - 12'	2
515	Sutter St. & Leavenworth St.	C - 12'	1
517	18th St. & Castro St.	C - 12'	1
518	18th St. & Castro St.	C - 12'	1
519	32nd Ave. & Clement St.	C - 12'	2
520	Broad St. & Plymouth Ave.	NC - 8'	n
520-A	Broad St. & Plymouth Ave.	NC - 8'	2
521	Chestnut St. & Fillmore St.	C - 12'	1
522	Chestnut St. & Scott St.	C - 12'	1
523	Church St. & 27th St.	C - 8'	2
524	Cortland Ave. & Andover St. (Temp. Down)	8'	2



527	Fillmore St. & McAllister St.	C - 12'	2
528	Fillmore St. & McAllister St.	C - 12'	2
529	Folsom St. & Precita Ave.	NC - 8'	n
530	Geary Blvd. & 12th Ave.	C - 12'	2
532	Geary Blvd. & 17th Ave.	C - 12'	2
533	Geary Blvd. & 20th Ave.	C - 12'	2
535	McAllister St. & Laguna St.	C - 12'	2
536	McAllister St. & Laguna St.	C - 12'	2
537	San Bruno Ave. & Mansell St.	NC - 8'	n
539	San Bruno Ave. & Mansell St.	NC - 8'	n
541	Visitacion Ave. & Rutland St.	NC - 8'	n
544	16th St. & Valencia St.	C - 12'	2
545	18th St. & Church St.	NC - 8'	n
546	32nd Ave. north of Balboa St. e/s	NC - 8'	n
547	Cesar Chavez St. & Folsom St.	C - 12'	2
548	Balboa St. & 30th Ave.	NC - 8'	n
551	Divisadero St. & Haight St.	C - 12'	2
552	Fillmore St. & Sacramento St.	C - 12'	1
554	Geary Blvd. & 30th Ave.	NC - 8'	n
555	Geary Blvd. & 32nd Ave.	NC - 8'	n
558	Mission St. & Norton St.	C - 12'	2
564	Sutter St. & Presidio Ave.	C - 12'	2
567	Visitacion Ave. & Rutland St.	NC - 8'	n
568	Geary Blvd. & 03rd Ave.	C - 12'	2
569	Haight St. & Fillmore St.	C - 12'	2
570	Foerster St. & Monterey Blvd.	C - 12'	2
571	08th Ave. & Fulton St.	C - 12'	2
572	08th Ave. & Fulton St.	C - 12'	2
573	11th St. & Folsom St. (Reverse Canopy)	C - 12'	2
574	11th St. & Folsom St. (Reverse Canopy)	C - 12'	2
575	16th St. & Potrero St.	C - 12'	2
576	20th St. & Tennessee St.	NC - 8'	n
577	Arguello Blvd. & Geary Blvd.	C - 12'	2
578	Avalon Ave. & La Grande Ave.	NC - 8'	n
579	Clement St. & 22nd Ave.	C - 12'	2
580	Evans Ave. & 03rd St.	NC - 8'	n
581	Evans Ave. & Newhall St.	NC - 8'	n



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584	Fillmore St. & Haight St.	C - 12'	2
585	Fitzgerald Ave. & Keith St.(29 Term.)	NC - 8'	n
588	Laguna St. & Hayes St.	C - 12'	2
591	Palou Ave. & 03rd. St.	NC - 12'	n
594	Trumbull St. & Congdon St.	NC - 8'	n
595	Visitacion Ave. & Schwerin St.	NC - 8'	n
596	16th St. & Potrero St.	C - 8'	2
597	22nd Ave. & Judah St.	NC - 8'	n
598	Alemanly Blvd. & Worcester Ave.	C - 12'	2
603	Bayshore Blvd. & Blanken Ave.	C - 12'	2
605	Diamond Heights Blvd.(w/s) & Diamond St.	NC - 8'	n
607	Fillmore St. & Turk St.	C - 12'	2
608	Geary Blvd. & Baker St.	C - 12'	2
609	Geary Blvd. & St. Josephs Ave.	C - 12'	2
610	Geneva Ave. & Cayuga Ave.	NC - 8'	n
611	Geneva Ave. & Cayuga Ave.	NC - 8'	n
612	Judah St. & 40th Ave.	NC - 8'	n
613	Persia Ave. & Prague St.	NC - 8'	n
615	Presidio Ave. & Sutter St.	C - 12'	2
616	Sacramento St. & Octavia St.	NC - 8'	n
617	San Bruno Ave. (e/s) north of Bayshore Blvd.	NC - 8'	n
620	Ulloa St. & Lenox Way	NC - 8'	n
621	19th Ave. & Quintara St.	C - 8'	2
622	19th Ave. & Quintara St.	C - 8'	2
623	19th Ave. & Vicente St.	C - 8'	2
624	23rd Ave. & Irving St.	C - 12'	2
625	48th Ave. & Geary Blvd.	NC - 8'	n
626	Cole St. & Carl St.	C - 12'	2
627	25th Ave. & Fulton St.	NC - 8'	n
630	Fulton St. & 30th Ave.	NC - 8'	n
631	Geary Blvd. & 25th Ave.	C - 12'	2
634	Haight St. & Fillmore St.	C - 12'	2
635	Junipero Serra Blvd. & Sloat Blvd.	NC - 8'	n
636	Mission St. & Onondaga Ave.	C - 8'	2
637	Mission St. & Spear St.	C - 8'	1



638	Point Lobos Ave.(s/s) & Cliff House Parking	NC - 12'	n
640	Turk St. & Chabot Terrace	NC - 8'	n
642	Valencia St. & 24th St. (REVERS CANOPY)	C - 12'	2
643	West Portal & St. Francisco Circle (Isle.)	NC - 8'	n
645	Winston Dr. & Lake Merced Blvd.	NC - 8'	n
650	03rd St. & Palou Ave.	C - 12'	2
652	19th Ave. & Vicente St.	C - 8'	2
653	19th Ave. & Winston Dr.	C - 12'	2
659	Hayes St. & Masonic St.	C - 12'	2
660	Hudson Ave. & Bertha Lane	NC - 8'	n
661	Mansell St. & Somerset St.	NC - 8'	n
666	Ocean Ave. (n/s) & Geneva Ave. (K-Line Isle)	C - 8'	2
667	Ocean Ave. (s/s) & Geneva Ave. (K-Line Isle)	C - 8'	2
669	Wawona St. & 46th Ave.	C - 16'	2
670	West Portal & St. Francisco Circle (Isle.)	NC - 13'	n
672	Woodside Ave. & Portola Dr.	NC - 8'	n
673	Post St. & Octavia St.	NC - 8'	n
675	Kearny St. & North Point St.	CC - 12'	1
676	North Point St. & Kearny St.	C - 8'	1
678	14th Ave. & Santiago St.	NC - 8'	n
679	19th Ave. & Holloway Ave.	C - 12'	2
681	19th Ave. & Winston Dr.	C - 12'	2
682	23rd St. & Utah St.	NC - 12'	n
683	23rd St. & Vermont St.	NC - 8'	n
684	24th St. & Bryant St.	C - 12'	2
685	24th St. & Bryant St.	C - 12'	2
687	Bryant St. & 24th St.	C - 12'	2
688	Diamond Heights Blvd. & Gold Mine Dr.	C - 12'	2
690	Fulton St. & 25th Ave.	NC - 12'	n
691	Geneva Ave. & Mission St.	C - 12'	2
693	Lincoln Way & 09th Ave.	NC - 8'	n
694	Lincoln Way & 09th Ave.	C - 12'	2
695	Lincoln Way & 19th Ave.	C - 12'	2



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697	McAllister St. & Van Ness Ave.	NC - 12'	n
699	Portola Dr. (s/s) East of Clipper St.	NC - 8'	n
700	Clipper St. & Portola Dr.	NC - 8'	n
703	San Bruno Ave. & Wilde Ave.	NC - 8'	n
704	Stockton St. & Columbus Ave.	C - 12'	1
708	Van Ness Ave. & Chestnut St.	C - 12'	1
709	Woodside Ave. & Hernandez Ave.	NC - 8'	n
711	Evans Ave. (n/s) & Keith St. (front of P.O.)	C - 12'	2
712	05th St./ Eddy St.	C - 16'	1
713	05th St. north of Market St.	C - 12'	1
714	05th St. north of Market St.	C - 12'	1
715	Beale St. mid Market St. & Mission St. w/s	C - 12'	1
719	Division St. & 08th St.	C - 12'	2
721	Jackson St. & Van Ness Ave.	C - 12'	1
722	Jones St. & Post St.	C - 12'	1
723	Jones St. & Sutter St.	C - 12'	1
724	Kearny St. & Clay St.	C - 12'	1
726	Leavenworth St. & California St.	C - 12'	1
727	Leavenworth St. & Clay St.	C - 12'	1
728	Leavenworth St. & Post St.	C - 12'	1
729	Leavenworth St. & Sacramento St.	C - 8'	1
730	Leavenworth St. & Sutter St.	C - 12'	1
731	Mission St. & 11th St.	C - 12'	2
732	North Point St. & Embarcadero	NC - 8'	n
735	Union St. & Gough St.	C - 12'	1
736	Van Ness Ave. & Vallejo St.	C - 12'	1
737	Corbett Ave. (e/s) @ #925	NC - 8'	n
738	Bosworth St. & Diamond St.	C - 12'	2
739	Diamond St. & Bosworth St.	C - 12'	2
740	Diamond Heights Blvd. & Gold Mine Dr.	NC - 8'	n
744	06th Ave. & Balboa St.	C - 12'	2
745	25th Ave. & Clement St.	C - 8'	2
746	Arballo Dr. & Acevedo Ave.	NC - 12'	n
747	Balboa St. & Park Presidio	NC - 8'	n



748	Balboa St. & Park Presidio	NC - 8'	n
749	Bayshore Blvd. & Cortland Ave.	C - 12'	2
750	Beach St. & Mason St. (SB: F Line Shelters)	C -F Line	1
751	Beach St. & Stockton St. (SB:F Line Shelters)	C -F Line	1
752	California St. & Presidio St.	C - 16'	1
753	Columbus Ave (w/s) mid North Point & Bay Sts.	C - 12'	1
754	Divisadero St. & Chestnut St.	C - 12'	1
755	Fillmore St. & Haight St.	C - 12'	2
756	Fulton St. & 43rd Ave.	NC - 12'	n
757	Fulton St. & 40th Ave.	NC - 12'	n
758	Fulton St. & Park Presidio	NC - 12'	n
759	Geary Blvd. & 28th Ave.	C - 12'	2
760	Geary Blvd. & Presidio St.	C - 12'	2
761	Geneva Ave. & San Jose Ave.	NC - 12'	n
762	Geneva Ave. (n/s) & San Jose Ave. (Bart)	C - 12'	2
763	Geneva Ave. (s/s) & San Jose Ave. (Bart)	C - 16'	2
764	Hayes St. & Ashbury St.	C - 12'	2
766	McAllister St. & Baker St.	C - 12'	2
769	Mission St. & 08th St.	C - 12'	2
770	Mission St. & Duboce St.	C - 12'	2
771	Mission St. mid France & Italy Sts. (w/s)	C - 12'	2
772	Sloat Blvd. & Junipero Serra Blvd.	NC - 12'	n
774	Turk St. & Masonic St.	C - 12'	2
775	11th.St. & Harrison St.	NC - 12'	n
778	24th St. & Valencia St.	C - 12'	2
780	46th Ave. & Judah St.	C - 12'	2
781	46th Ave. & Judah St.	C - 12'	2
782	46th Ave. & Noriega St.	C - 12'	2
783	Bryant St. & 16th St.	C - 12'	2
787	Eddy St. & Divisidero St.	NC - 8'	n
789	Hayes St. & Scott St.	C - 12'	2
790	Legion of Honor Dr./Palace of Legion of Honor	NC - 12'	n
791	McAllister St. & Larkin St.	C - 12'	1



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792	Mission St. & Murray St.	C - 12'	2
793	Otis St. (w/s) mid McCoppin & Duboce Sts.	C - 12'	2
794	Steiner St. & Union St.	NC - 12'	n
799	Vicente St. & 30th Ave. (66 Term.)	NC - 12'	n
800	Market St. & Castro St.	C - 12'	1
802	Broadway St. & Montgomery St.	C - 12'	1
804	California St. & Kearny St.	C - 12'	1
805	California St. & Powell St.	C - 12'	1
806	Hyde St. & Clay St.	C - 12'	1
808	Sansome St. & Washington St.	C - 12'	1
810	Bacon St. & San Bruno Ave.	C - 12'	2
813	Bryant St. & 22nd St.	C - 12'	2
814	California St. & Montgomery St.	C - 8'	1
816	Douglas St. & 24th St.	NC - 8'	n
818	Folsom St. & 24th St.	C - 12'	2
819	Cambon Dr. & Castelo Ave.	NC - 8'	n
820	Gonzalez Dr. & Font Blvd.	NC - 8'	n
821	Hyde St. & Union St.	C - 8'	1
823	Junipero Serra Blvd. & Font Blvd.	NC - 8'	n
824	Kansas St. & 23rd St.	C - 12'	2
825	Larkin St. & O'Farrell St.	C - 12'	1
826	Mansell St. & San Bruno Ave.	NC - 8'	n
827	McAllister St. & Central Ave.	NC - 12'	n
829	18th St. & Valencia St.	C - 12'	2
831	Pacific Ave. & Polk St.	C - 12'	1
833	Polk St. & Pacific Ave.	C - 12'	1
834	Polk St. & Pine St.	C - 12'	1
835	Potrero Ave. & 16th St. (REVERS CANOPY)	C - 12'	2
836	Randolph St. & Arch St.	NC - 12'	n
837	Sacramento St. & Gough St.	NC - 8'	n
838	San Jose Ave. & Ocean Ave.	NC - 12'	n
841	Union St. & Columbus Ave.	C - 12'	1
845	Ashbury St. & Frederick St.	C - 12'	2
847	Balboa St. & 17th Ave.	C - 12'	2
849	California St. & Hyde St.	C - 12'	1
851	Geneva Ave. & Munich St.	C - 16'	2



853	Hyde St. & Pacific Ave.	NC - 8'	n
857	Judah St. & 07th Ave.	C - 12'	2
858	Judah St. & 07th Ave.	C - 12'	2
859	Lombard St. & Divisadero St.	C - 12'	1
860	Lombard St. & Lyon St.	NC - 8'	n
861	Mason St. & Broadway	NC - 8'	n
863	Mason St. & Green St.	NC - 8'	n
864	Mason St. & Greenwich St.	C - 12'	1
866	Mason St. & Vallejo St.	NC - 8'	n
867	Masonic Ave. & Geary Blvd.	C - 12'	1
870	Masonic Ave. & Oak St.	C - 12'	2
871	Masonic Ave. & Turk St.	C - 12'	2
873	Parnassus Ave. & 04th Ave.	C - 12'	2
875	Stanyan St. & Oak St.	C - 12'	2
877	16th St. & Dolores St.	NC - 8'	n
878	16th St. & Harrison St.	C - 12'	2
880	18th St. & Dolores St.	C - 12'	2
881	18th St. & Guerrero St.	C - 12'	2
882	18th St. & Guerrero St.	C - 12'	2
887	46th Ave. & Noriega St.	NC - 8'	n
890	Bayshore Blvd. & Quint St.	C - 12'	2
891	Castro St. & 25th St.	C - 12'	2
892	Church St. & 14th St.	C - 12'	2
892-A	Church St. & 14th St.	NC - 13'	2
893	Cordova St. & Prague St.	NC - 8'	n
894	Frederick St. & Ashbury St.	C - 12'	2
896	Gough St. & Sacramento St.	C - 12'	1
899	Judah St. & 06th Ave.	C - 12'	2
900	Lombard St. & Pierce St.	C - 12'	1
901	McAllister St. & Pierce St.	C - 12'	2
902	Monterey Blvd. & Detroit St.	NC - 8'	n
903	Naples St. & Athens St.	NC - 8'	n
904	Naples St. & Rolph St.	NC - 8'	n
907	Parnassus Ave. & Shrader St.	NC - 8'	n
908	Parnassus Ave. & Stanyan St.	C - 12'	2
911	Van Ness Ave. & Pine St.	C - 12'	2
917	18th St. & Market St.	NC - 8'	n
918	30th St. & Mission St.	C - 12'	2



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920	California St. & 04th Ave.	C - 12'	2
922	California St. & 19th Ave.	C - 12'	2
924	California St. & 25th Ave.	C - 12'	2
925	California St. & Maple St.	C - 12'	1
926	California St. & Park Presidio	NC - 8'	n
927	California St. & Spruce St.	C - 12'	1
928	Castro St. & 14th St.	C - 12'	2
929	Castro St. & 15th St.	NC - 8'	n
930	Castro St. & 25th St.	NC - 8'	n
931	Clay St. & Franklin St.	C - 12'	1
937	Cortland Ave. & Bayshore Blvd.	C - 12'	2
938	Cortland Ave. & Folsom St.	C - 12'	2
940	Industrial St. (s/s) mid Bayshore & Boutwell	C - 12'	2
941	McAllister St. & Baker St.	C - 12'	2
943	Noe St. & 30th St.	NC - 8'	n
944	Parnassus Ave. & Willard St.	C - 12'	2
945	Sacramento St. & Buchanan St.	NC - 8'	n
946	Washington St. & Larkin St.	NC - 8'	n
947	33rd Ave. & Geary Blvd.	C - 12'	2
948	33rd Ave. & Geary Blvd.	C - 12'	2
949	California St. & 28th Ave.	NC - 8'	n
950	California St. & Presidio St.	C - 16'	1
951	Clement St. & 32nd Ave.	C - 8'	2
954	Fillmore St. & Pine St.	C - 12'	1
955	Hayes St. & Ashbury St.	NC - 8'	n
956	Hayes St. & Broderick St.	C - 12'	2
957	Hayes St. & Buchanan St.	NC - 8'	n
958	Hayes St. & Central Ave.	C - 12'	2
963	Hayes St. & Pierce St.	NC - 8'	n
964	Hayes St. & Scott St.	C - 8'	2
966	Hayes St. & Steiner St.	NC - 8'	n
968	Kearny St. & Jackson St.	C - 12'	1
970	McAllister St. & Pierce St.	NC - 8'	n
972	Sloat Blvd. & 36th Ave.	NC - 8'	n
973	Sloat Blvd. & 45th Ave.	C - 12'	2
974	Sutter St. & Scott St.	C - 12'	2
975	Sutter St. & Scott St.	C - 12'	2
976	Sutter St. & Steiner St.	C - 12'	2



977	Sutter St. & Steiner St.	C - 12'	2
978	Van Ness Ave. & Broadway	C - 12'	1
979	Van Ness Ave. & California St.	C - 12'	1
980	Van Ness Ave. & Greenwich St. TD	C - 12'	1
981	Van Ness Ave. & Pacific Ave.	C - 12'	1
982	Balboa St. & 04th Ave.	C - 12'	2
983	Balboa St. & Arguello Blvd.	C - 12'	2
984	Clement St. & 10th Ave.	C - 12'	2
985	Clement St. & 12th Ave.	C - 12'	2
986	Clement St. & 29th Ave.	C - 12'	2
987	Clement St. & 29th Ave.	NC - 8'	n
988	Clement St. & 31st Ave.	NC - 8'	n
989	Eddy St. & Gough St.	C - 12'	1
990	Eddy St. & Gough St.	C - 12'	1
991	Fillmore St. & Oak St.	C - 12'	2
992	Fillmore St. & Oak St.	C - 12'	2
993	Fillmore St. & Union St.	C - 12'	1
994	Geary Blvd. & 09th Ave.	C - 12'	2
995	Geary Blvd. & 36th Ave.	C - 12'	2
996	Geary Blvd. & 39th Ave.	C - 12'	2
998	Haight St. & Buchanan St.	C - 12'	2
999	Haight St. & Buena Vista Ave. East	NC - 8'	n
1000	Haight St. & Buena Vista Ave. West	NC - 12'	n
1003	Hayes St. & Broderick St.	C - 12'	2
1005	Hayes St. & Pierce St.	NC - 8'	n
1006	Hayes St. & Stanyan St.	NC - 8'	n
1007	Jackson St. & Webster St.	NC - 8'	n
1009	McAllister St. & Webster St.	C - 12'	2
1010	Noe St. & 29th St.	NC - 8'	n
1011	Point Lobos Ave. & 48th Ave.	NC - 8'	n
1013	Turk St. & Arguello Blvd.	C - 12'	2
1014	Turk St. & Parker Ave.	NC - 8'	n
1017	06th Ave. & Clement St.	C - 12'	2
1018	06th Ave. & Geary Blvd.	C - 12'	2
1019	09th Ave. & Kirkham St.	C - 12'	2
1020	09th Ave. & Kirkham St.	C - 12'	2



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1022	Balboa St. & 19th Ave.	C - 12'	2
1023	Balboa St. & 19th Ave.	C - 12'	2
1024	Bayshore Blvd. & Silver Ave.	C - 12'	2
1028	Chestnut St. & Octavia St.	C - 12'	1
1032	Fulton St. & 10th Ave.	NC - 12'	n
1034	Fulton St. & 20th Ave.	NC - 8'	n
1035	Fulton St. & 25th Ave.	C - 12'	2
1036	Fulton St. & 28th Ave.	NC - 8'	n
1037	Fulton St. & La Playa	NC - 12'	n
1038	Geary Blvd. & 03rd Ave.	C - 8'	2
1039	Geary Blvd. & 09th Ave.	C - 8'	2
1041	Geary Blvd. & Collins St.	C - 12'	2
1042	Geary Blvd. & Park Presidio	NC - 12'	n
1043	Geary Blvd. & Stanyan St.	C - 8'	2
1044	Lawton St. & 07th Ave.	NC - 8'	n
1045	Lincoln Way & La Playa	C - 12'	2
1046	Mission St. & Trumbull St.	C - 12'	2
1050	Turk St. & Roselyn Terrace	NC - 8'	n
1052	09th Ave. & Lawton St.	NC - 8'	n
1054	Balboa St. & 10th Ave.	NC - 8'	n
1055	Balboa St. & 21st Ave.	NC - 8'	n
1056	Balboa St. & 40th Ave.	NC - 8'	n
1058	Clement St. & 14th Ave.	NC - 8'	n
1059	Fulton St. & 12th Ave.	NC - 12'	n
1060	Geary Blvd. & Franklin St.	C - 12'	1
1073	Market St. & Sanchez St.	C - 12'	1
1074	North Point St. & Jones St.	C - 8'	1
1076	Quintara St. & 27th Ave.	NC - 8'	n
1080	Rivera St. & 48th Ave.	NC - 8'	n
1081	Sansome St. & Lombard St.	C - 12'	1
1083	Sutter St. & Gough St.	C - 12'	1
1087	17th Ave. & Rivera St.	NC - 8'	n
1088	19th Ave. & Irving St.	C - 12'	2
1090	Battery St. & Broadway St.	C - 8'	1
1091	Battery St. & Jackson St.	C - 12'	1
1092	Bayshore Blvd. & Marengo St.	C - 12'	2
1093	Brazil St. & Naples St.	NC - 8'	n
1095	Clement St. & 10th Ave.	C - 12'	2



1096	Columbus Ave. & Mason St.	C - 12'	1
1097	De Haro St. & Southern Heights Ave.	NC - 8'	n
1098	Division St. & Rhode Island St.	C - 8'	2
1099	Fulton St. & 16th Ave.	NC - 12'	n
1100	Fulton St. & 18th Ave.	NC - 8'	n
1101	Geary Blvd. & 30th Ave.	C - 12'	2
1102	Geneva Ave. & Paris St.	NC - 8'	n
1104	Harrison St. & 06th St.	CC - 12'	2
1110	North Point St. & Mason St.	C - 12'	1
1111	North Point St. & Stockton St.	C - 12'	1
1112	Park Ridge Dr. (w/s) & Burnett Ave.	NC - 8'	n
1113	Post St. & Gough St.	C - 12'	1
1114	Powell St. & Francisco St.	NC - 8'	n
1115	Quintara St. & 22nd Ave.	NC - 8'	n
1117	Rhode Island St. & 15th St.	NC - 8'	n
1119	Rivera St. & 46th Ave.	NC - 8'	n
1120	Union St. & Pierce St.	NC - 8'	n
1121	Woodside Ave. & Portola Dr.	C - 12'	2
1123	25th St. & Hampshire St.	NC - 8'	n
1126	Cesar Chavez St. & Alabama St. (revers Canopy)	C - 12'	2
1127	Cesar Chavez St. & Bryant St.	C - 12'	2
1128	Cesar Chavez St. & Florida St.	C - 12'	2
1129	Cesar Chavez St. & Harrison St.	C - 12'	2
1130	Cesar Chavez St. & Harrison St.	C - 12'	2
1133	Bayshore Blvd. & Boutwell St	C - 12'	2
1135	Chestnut St. & Pierce St.	C - 12'	1
1137	Circular Ave. & Monterey Blvd.	C - 12'	2
1138	Geary Blvd. & Webster St.	C - 12'	1
1140	Jackson St. & Van Ness Ave.	NC - 8'	n
1143	Market St. & Guerrero St.	C - Kiosk	1
1144	Pacific Ave. & Hyde St.	C - 12'	1
1146	Pacific Ave. & Taylor St.	C - 12'	1
1147	Richardson Ave. & Francisco St.	C - 12'	2
1149	Southern Heights Ave. & De Haro St.	NC - 8'	n
1151	Toland St. & Jerrold Ave.	C - 12'	2



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1152	Washington St. & Buchanan St.	NC - 8'	n
1153	Washington St. & Franklin St.	NC - 8'	n
1154	Washington St. & Gough St.	NC - 8'	n
1155	Washington St. & Laguna St.	NC - 8'	n
1156	Washington St. & Webster St.	NC - 8'	n
1158	09th Ave. & Moraga Ave.	C - 12'	2
1159	11th St. & Howard St.	C - 12'	2
1160	19th Ave. & Irving St.	C - 12'	2
1161	23rd St. & Vermont St.	C - 12'	2
1162	Carmel St. & Twin Peaks Blvd.	NC - 8'	n
1168	Fowler Ave. & Portola Dr.	NC - 8'	n
1170	Grafton Ave. & Plymouth Ave.	NC - 8'	n
1171	Hyde St. mid Fulton & Grove Sts.	NC - 8'	n
1172	Lincoln Way & Funston Ave.	C - 12'	2
1175	Lincoln Way & 15th Ave.	C - 12'	2
1176	Lincoln Way & 17th Ave.	C - 12'	2
1177	Lincoln Way & 21st Ave.	C - 12'	2
1180	Noriega St. & 28th Ave.	C - 12'	2
1187	Point Lobos Ave. & El Camino del Mar	C - 12'	2
1190	San Jose Ave. & San Juan Ave.	NC - 12'	n
1196	08th St. & Market St.	C - 12'	1
1197	08th St. & Mission St.	C - 12'	2
1198	16th St. & Valencia St.	C - 12'	2
1199	17th Ave. & Rivera St.	NC - 8'	n
1200	18th St. & Church St.	NC - 8'	n
1202	20th St. & Missouri St.	NC - 8'	n
1203	23rd Ave. & Moraga Ave.	NC - 8'	n
1204	46th Ave. & Irving St.	NC - 8'	n
1205	46th Ave. & Lincoln Way	NC - 8'	n
1206	46th Ave. & Santiago St.	NC - 8'	n
1207	Bacon St. & Goettingen St. (Temp Down)	NC - 8'	n
1209	Clay St. & Montgomery St.	C - 8'	1
1210	Folsom St. & 16th. St.	C - 12'	2
1212	Haight St. & Stanyan St.	C - 8'	2
1213	Hayes St. & Lyon St.	C - 12'	2
1215	McAllister St. & Webster St.	C - 12'	2
1216	Mission St. & Whittier St.	C - 12'	2



1218	North Point St. & Stockton St.	C - 8'	1
1220	Sloat Blvd. & Clearfield Dr.	C - 12'	2
1223	11th St. & Harrison St.	C - 12'	2
1226	33rd Ave. & Clement St.	C - 12'	2
1227	Balboa St. & 23rd Ave.	NC - 8'	n
1228	Balboa St. & 30th Ave.	NC - 8'	n
1232	Central Ave. & McAllister St.	NC - 12'	n
1236	Fulton St. & 36th Ave.	NC - 8'	n
1237	Fulton St. & 46th Ave.	NC - 8'	n
1238	Lincoln Way & 23rd Ave.	C - 12'	2
1239	Masonic Ave. & Golden Gate Ave.	C - 12'	2
1240	Monterey Blvd. & Baden St.	NC - 8'	n
1243	Page St. & Gough St.	C - 12'	2
1244	Post St. & Laguna St.	C - 8'	2
1245	Rhode Island St. & 23rd St.	NC - 8'	n
1247	Turk St. & Parker Ave.	C - 12'	2
1248	Market St. & Drumm St.	C - Kiosk	1
1249	Market St. & Front St.	C - Kiosk	1
1250	Market St. & Sansome St.	C - Kiosk	1
1251	Market St. & Montgomery St.	C - Kiosk	1
1252	Market St. & Grant St.	C - Kiosk	1
1253	Market St. & Powell St.	C - Kiosk	1
1254	Market St. & Mason St.	C - Kiosk	1
1255	Market St. & 07th St.	C - Kiosk	1
1256	Market St. & Hyde St.	C - Kiosk	1
1257	Market St. & Larkin St.	C - Kiosk	1
1257A	Market St. & Larkin St.	NC - 13'	1
1259	Market St. & Van Ness Ave.	C - Kiosk	1
1259A	Market St. & S. Van Ness Ave.	NC - 13'	1
1260-A	Market St. & Van Ness Ave.	C - 13'	1
1261	Market St. & 10th St.	C - Kiosk	1
1262	Market St. mid 08th & 09th Sts. (s/s)	C - Kiosk	1
1262A	Market St. & 09th St.	C - Kiosk	1
1263	Market St. mid 07th & 08th Sts. (s/s)	C - Kiosk	1
1264	Market St. mid 06th & 07th Sts. (s/s)	C - Kiosk	1



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1265	Market St. & Mason mid 05th - 06th Sts.	C - Kiosk	1
1266	Market St. & Powell mid 04th - 05th Sts.	C - Kiosk	1
1267	Market St. & Grant mid 03rd - 04th Sts.	C - Kiosk	1
1268	Market St. & 03rd St.	C - Kiosk	1
1269	Market St. mid 01st & 02nd Sts. (s/s)	C - Kiosk	1
1270	Market St. & Beale St.	C - Kiosk	1
1271	Market St. & Steuart St.	C - Kiosk	1
1272	Steuart St. & Market St.	C - Kiosk	1
1273	Steuart St. & Market St. (45' north)	C - Kiosk	1
1275	26th St. & Noe St.	NC - 8'	n
1276	26th St. & Noe St.	NC - 8'	n
1277	36th Ave. & Lincoln Way	NC - 8'	n
1280	Balboa St. & 28th Ave.	C - 12'	2
1282	California St. & 19th Ave.	C - 12'	2
1284	California St. & 30th Ave.	NC - 8'	n
1286	California St. & Taylor St.	NC - 8'	n
1291	Fulton St. & 04th Ave.	NC - 8'	n
1292	Fulton St. & 16th Ave.	C - 12'	2
1294	Fulton St. & 22nd Ave.	C - 12'	2
1296	Geary Blvd. & 28th Ave.	C - 12'	2
1297	Geary Blvd. & Collins St.	C - 12'	2
1298	Haight St. & Baker St.	C - 12'	2
1301	Lincoln Way & 25th Ave.	C - 12'	2
1305	Sutter St. & Baker St.	NC - 8'	n
1308	33rd Ave. & Anza St.	NC - 8'	n
1309	Balboa St. & 25th Ave.	NC - 8'	n
1310	Clement St. & 20th Ave.	C - 8'	2
1311	Del Vale Ave. & O'Shaughnessy Blvd.	NC - 8'	n
1312	Divisadero St. & Ellis St.	C - 12'	2
1314	Folsom St. & 18th St.	NC - 8'	n
1315	Folsom St. & 18th St.	NC - 8'	n
1318	Fulton St. & 38th Ave.	NC - 8'	n
1319	Grove St. & Gough St.	C - 12'	2
1320	Grove St. & Laguna St.	NC - 8'	n



1325	Polk St. & Broadway St.	C - 8'	1
1330	06th Ave. & Cornwall St.	C - 12'	2
1332	33rd Ave. & Geary Blvd.	C - 8'	2
1333	45th Ave. & Balboa St.	NC - 8'	n
1335	Crescent Ave. & Andover St.	NC - 8'	n
1337	Diamond St. & Surrey St.	NC - 8'	n
1338	Fulton St. & Arguello Blvd.	NC - 8'	n
1341	Market St. & Noe St.	C - 12'	1
1342	Monterey Blvd. & Edna St.	C - 12'	2
1344	Powell St. & North Point St.	C - 8'	1
1346	46th Ave. & Taraval St.	NC - 8'	n
1347	Beach St. mid Polk St. & Larkin St.	C - 12'	1
1348	Bosworth St. & Elk St.	NC - 8'	n
1349	Davis St. & California St.	C - 12'	1
1351	Fillmore St. & Golden Gate Ave.	C - 12'	2
1352	Hermann St. & Fillmore St.	NC - 8'	n
1355	Mission St. & 04th St.	C - 12'	2
1356	Mission St. & 14th St.	C - 12'	2
1357	McCoppin St. & Gough St.	C - 12'	2
1358	Powell St. & Francisco St.	C - 8'	1
1359	Presidio Ave. & Jackson St.	NC - 8'	n
1360	Richardson Ave. & Francisco St.	C - 12'	2
1361	Tennessee St. & 18th St.	NC - 8'	n
1363	Valencia St. & 23rd St.	NC - 8'	n
1366	09th Ave. & Irving St.	C - 12'	2
1367	18th St. & Diamond St.	C - 12'	2
1368	Balboa St. & 21st Ave.	C - 8'	2
1369	California St. & 12th Ave.	C - 12'	2
1370	Chestnut St. & Pierce St.	C - 8'	1
1371	Columbus Ave. & Francisco St.	C - 8'	1
1373	Columbus Ave. mid Union & Powell Sts.	C - 12'	1
1374	Eddy St. & Fillmore St.	C - 12'	2
1376	Hayes St. & Cole St.	NC - 8'	n
1377	Hayes St. & Cole St.	C - 12'	2
1378	Harrison St. & 04th St.	C - 8'	1
1381	Ocean Ave. (s/s) & Geneva Ave. (K-Line Isle)	C - 8'	2



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1382	Ocean Ave. (n/s) & Geneva Ave. (K-Line Isle)	C - 8'	2
1383	Pacific Ave. & Van Ness Ave.	C - 12'	1
1384	Sacramento St. & Cherry St. (mid block)	C - 12'	1
1387	39th Ave. & Rivera St.	NC - 8'	n
1388	Church St. & 16th St.	NC - 13'	n
1389	Church St. & Market St.	NC - 13'	n
1392	Frederick St. & Willard St.	NC - 8'	n
1394	Lincoln Way & 05th Ave.	NC - 8'	n
1395	McAllister St. & Gough St.	NC - 12'	n
1397	Missouri St. & 20th St.	NC - 8'	n
1398	Lee Ave. & Ocean Ave. (Turnaround)-	NC - 12'	n
1399	Sloat Blvd. & Everglade Dr.	C - 12'	2
1401	Stockton St. mid Clay & Sacramento Sts. (w/s)	C - 12'	1
1402	Stockton St. mid Sacramento & Clay E/S	C - 8'	1
1411	Market & Castro (Kiosk; Shelter 17th & Castro)	C - Kiosk	1
1412	Market St. & Sanchez St.	C - Kiosk	1
1413	Market St. & Sanchez St.	C - Kiosk	1
1414	Market St. & Church St.	C - Kiosk	1
1415	Market St. & Dolores St.	C - Kiosk	1
1416	Market St. & Noe St.	C - Kiosk	1
1418	04th St. & Mission St.	C - 12'	1
1419	17th St. & Market St. (Assoc. w/1411)	NC - 12'	n
1421	Bush St. & Hyde St.	C - 8'	1
1424	Fremont St. & Mission St. TD	C - 16'	1
1425	Larkin St. & Grove St.	NC - 12'	n
1427	Market St. & Church St.	C - 12'	1
1428	Market St. & Laguna St.	NC - 13'	n
1433	Church St. & 18th St.	NC - 8'	n
1434	02nd St. & Folsom St.	C - 8'	1
1436	Fillmore St. & O'Farrell St.	C - 8'	2
1437	Folsom St. & 05th St.	C - 12'	1
1438	Folsom St. & 07th St.	C - 12'	2
1441	Potrero Ave. & 16th St.	C - 12'	2



1442	Sansome St. & California St.	C - 12'	1
1445	03rd St. & Innes Ave.	C - 12'	2
1447	04th St. & Townsend St.	C - 12'	1
1448	11th St. & Minna St.	C - 12'	2
1449	16th St. & Shotwell St.	C - 12'	2
1450	17th St. & De Haro St.	C - 12'	2
1453	24th St. & Folsom St.	C - 12'	2
1454	Balboa St. & 06th Ave.	C - 8'	2
1455	Bryant St. & 17th St.	C - 12'	2
1456	Bryant St. & 17th St.	C - 12'	2
1457	Bryant St. & Alameda St.	C - 12'	2
1459	Clement St. & 22nd Ave.	C - 12'	2
1460	Connecticut St. & 17th St.	C - 12'	2
1461	Folsom St. & 16th St.	C - 12'	2
1462	Geary Blvd. & 33rd Ave.	C - 12'	2
1464	Market St. & 05th St.	NC - 13'	n
1465	Market St. & Battery St.	NC - 13'	n
1466	Market St. & Kearny St.	NC - 13'	n
1467	Market St. & Stockton St.	NC - 13'	n
1468	Market St. & Taylor St.	NC - 13'	n
1469	Mission St. & 09th St.	C - 12'	2
1470	Ocean Ave. & Dorado Terrace	NC - 13'	n
1471	Potrero Ave. & 22nd St.	NC - 12'	n
1472	San Bruno Ave. & Silver Ave.	NC - 8'	n
1473	Sutter St. & Divisadero St.	C - 12'	2
1476	Chestnut St. & Franklin St.	NC - 8'	n
1478	Chestnut St. & Van Ness Ave.	C - 12'	1
1479	Clay St. & Powell St.	C - 12'	1
1480	Fremont St. & Market St.	NC - 13'	n
1481	Geary Blvd. & 12th Ave.	C - 8'	2
1483	Geary Blvd. & 23rd Ave.	C - 12'	2
1484	Irving St. & Arguello	C - 16'	2
1485	Market St. & 01st St.	NC - 13'	n
1486	Market St. & 03rd St.	NC - 13'	n
1487	Market St. & 05th St.	NC - 13'	n
1488	Market St. & 06th St.	NC - 13'	n
1489	Market St. & 07th St.	NC - 13'	n
1490	Market St. & 07th St.	NC - 13'	n



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1491	Market St. & Hyde St.	NC - 13'	n
1492	Market St. & Main St.	NC - 13'	n
1493	Market St. & New Montgomery St.	NC - 13'	n
1494	Mission St. & 15th St.	C - 12'	2
1496	O'Shaughnessy Blvd. & Portola Dr.	C - 12'	2
1497	O'Shaughnessy Blvd. & Portola Dr.	C - 12'	2
1498	Steuart St. & Mission St.	C - 8'	1
1499	Townsend St. & 03rd St.	C - 8'	1
1501	Valencia St. & Duncan St.	C - 8'	2
1503	Van Ness Ave. mid North Point & Bay Sts.	C - 12'	1
1505	11th St. & Howard St.	C - 12'	2
1506	18th St. & Pennsylvania Ave.	C - 12'	2
1507	18th St. & Texas St.	C - 8'	2
1508	Bayshore Blvd. & Oakdale St.	C - 12'	2
1509	Bryant St. & 18th St.	C - 8'	2
1510	Bryant St. & 18th St.	C - 12'	2
1511	Bryant St. & 19th St.	C - 12'	2
1512	Chestnut St. & Scott St.	C - 8'	1
1513	Fillmore St. & Chestnut St.	C - 12'	1
1514	Folsom St. & 06th St.	C - 12'	2
1516	Geary Blvd. & Scott St.	C - 12'	2
1517	Howard St. & Main St.	C - 12'	1
1518	Mission St. & Trumbull St.	C - 12'	2
1521	Point Lobos Ave. @ Louis Restaurant	C - 12'	2
1522	Potrero Ave. & 24th St.	C - 12'	2
1523	Turk St. & Hyde St.	C - 12'	1
1524	Church St. & 24th St.	NC - 13'	n
1525	Church St. & 29th St.	NC - 13'	n
1526	Church St. & Day St.	NC - 13'	n
1527	Judah St. & 09th /10th Ave.	NC - 13'	n
1528	Judah St. & 19th Ave.	NC - 13'	n
1529	Judah St. & 37th Ave.& Sunset	NC - 13'	n
1530	Ocean Ave. & Jules St.	NC - 13'	n
1531	Taraval St. & 22nd. Ave.	NC - 13'	n
1532	Taraval St. & 23rd. Ave.	NC - 13'	n



1533	Taraval St. & 37th. Ave.& Sunset Blvd.	NC - 13'	n
1534	14th St. & Church St.	C - 12'	2
1536	Arguello Blvd. & Geary Blvd.	C - 8'	2
1537	Clement St. & 16th Ave.	NC - 8'	n
1538	Crescent Ave. & Mission St.	NC - 8'	n
1542	Fillmore St. & Jackson St.	C - 8'	1
1543	Fulton St. & 06th. Ave.	NC - 8'	n
1544	Geary Blvd. & 17th. Ave.	NC - 8'	n
1545	Geary Blvd. & 36th. Ave.	C - 12'	2
1546	Geary Blvd. & 39th Ave.	C - 16'	2
1547	Geary Blvd. & Fillmore St.	C - 16'	1
1548	Geary Blvd. & Spruce St.	C - 12'	2
1550	Haight St. & Pierce St.	C - 12'	2
1551	Haight St. & Stanyan St.	C - 12'	2
1552	Hyde St. & McAllister St.	C - 12'	1
1554	Jessie St. & 05th. St.	NC - 12'	n
1560	North Point St. & Van Ness Ave.	C - 12'	1
1561	Potrero Ave. & 24th St.	NC - 12'	n
1562	Stockton St. & Beach St.	C - 8'	1
1563	Turk St. & Stanyan St.	NC - 8'	n
1564	Diamond Heights Blvd. & Addison St	NC - 8'	n
1565	Jones St. & Beach St. (F Line) Next to Ramp	C -F Line	1
1566	Jones St. & Beach St. (F Line Shelters)	C -F Line	1
1567	Embarcadero & Bay St. (IB) (F Line Shelters)	C -F Line	1
1568	Embarcadero & Bay St. (OB) (F Line Shelters)	C -F Line	1
1569	Embarcadero & Chestnut (OB) (F Line Shelters)	C -F Line	1
1570	Embarcadero & Chestnut (IB) (F Line Shelters)	C -F Line	1
1571	Embarcadero & Greenwich (F Line Shelters)	C -F Line	1
1572	Embarcadero & Greenwich (F Line Shelters)	C -F Line	1
1573	Embarcadero & Green (F Line Shelters)	C -F Line	1



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1574	Embarcadero & Green (F Line Shelters)	C -F Line	1
1575	Embarcadero & Broadway (F Line Shelters)	C -F Line	1
1576	Embarcadero & Broadway (F Line Shelters)	C -F Line	1
1577	Embarcadero & Washington (F Line Shelters)	C -F Line	1
1578	Embarcadero & Washington (F Line Shelters)	C -F Line	1
1579	Steuart St. & Embarcadero (F Line Shelters)	C -F Line	1
1580	Steuart St. & Embarcadero (F Line Shelters)	C -F Line	1
1581	Visitacion Ave. (Back Campus Parking Lot))	NC - 12'	n
1582	San Jose Ave. & Glen Park J - LINE (MUNI ROW)	NC - 12'	n
1583	San Jose Ave. & Glen Park J - LINE (MUNI ROW)	NC - 12'	n
1626	Junipero Serra Blvd. & Ocean Ave. (Muni Row)	NC - 12'	n
1627	Junipero Serra Blvd. & Ocean Ave. (Muni Row)	NC - 12'	n
1628	Ocean Ave. & Lee Ave.	NC - 13'	n
1630	Ocean Ave. & Victoria	NC - 13'	n
1631	Ocean Ave. & Victoria	NC - 13'	n
1633	Middlepoint & West Point	NC - 12'	n
1634	Hahn & Sunnysdale	NC - 12'	n
1634	Middlepoint & West Point	NC - 12'	n
1635	Hahn & Sunnysdale	C - 12'	2
1635	Middlepoint & Innes	NC - 12'	n
1636	Middlepoint & Hare/Innes	NC - 12'	n
1636	Sunnysdale Ave. & Santos St.	NC - 8'	n
1637	Middlepoint & South of Evans/Westpoint	NC - 12'	n
1638	Portola Dr. & O'Shaughnessy Blvd.	NC - 8'	n
1640	Taylor St. & Bay St.	C - Market	1
1641	Taylor St. & Bay St.	C - Market	1
1652	Junipero Serra Blvd. & Palmetto	C - 12'	2
1653	Sunnysdale & Tomasco St.	NC - 8'	n



1654	Clement St. mid-42 nd & 43 rd Ave.	NC - 12'	n
1657	Cesar Chavez & Bartlett St.	C - 12'	2
1658	19 th Ave. & Lawton	NC - 12'	2
1659	Ingerson & Griffith	NC - 12'	n

SUMMARY		Zone	Count
Description	Sub-Total Count	=1	311
=8'	1	=2	429
=C-8'	71	=n	357
=C-12'	578		
=C-13'	1		
=C-16'	19		
=C-Kiosk	34		
=C-Market	2		
=C-F Line	18		
=CC-12'	3		
=CPS	5		
=NC	1		
=NC-8'	257	C shelter	697
=NC-12'	70	Kiosks	34
=NC-13'	36	NC shelter	366
=NC-16'	1	Grand Total:	1097
1097			

	Zone 1	Zone 2	Zone n	Total
C	275	422	0	697
NC	3	6	357	366
Kiosk	33	1	0	34



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	Zone 1	Zone 2	Zone n	Total
=8'	0	1	0	1
=C-8'	33	38	0	71
=C-12'	205	373	0	578
=C-13'	1	0	0	1
=C-16'	9	10	0	19
=C-Kiosk	33	1	0	34
=C-Market	2	0	0	2
=C-F Line	18	0	0	18
=CC-12'	2	1	0	3
=CPS	5	0	0	5
=NC	0	0	1	1
=NC-8'	1	1	255	257
=NC-12'	0	3	67	70
=NC-13'	2	1	33	36
=NC-16'	0	0	1	1
	311	429	357	1,097



EXHIBIT B-2
LIST OF SHELTERS AND KIOSKS BY ALPHABETICAL

Shelter Number	Location	Commercial Non-Commercial Shelter Size (in feet)	Zone
1434	02nd St. & Folsom St.	C - 8'	1
467	02nd St. & Howard St.	C - 12'	1
492	03rd St. & 22nd St.	C - 12'	2
197	03rd St. & Folsom St.	C - 12'	1
111	03rd St. & Hudson Ave.	C - 12'	2
1445	03rd St. & Innes Ave.	C - 12'	2
650	03rd St. & Palou Ave.	C - 12'	2
33	03rd St. mid Jessie & Stevenson Sts. e/s	C - 16'	1
493	03rd St. mid Stillman & Perry Sts. e/s (TempDown)	CC - 12'	1
21	04th St. & Folsom St.	C - 12'	1
246	04th St. & Howard St.	C - 12'	1
118	04th St. & King St.	C - 12'	1
1418	04th St. & Mission St.	C - 12'	1
1447	04th St. & Townsend St.	C - 12'	1
340	05th St. & Bryant St. (Temp Down)	C - 12'	1
177	05th St. & Folsom St.	C - 12'	1
178	05th St. & Folsom St.	C - 12'	1
266	05th St. & Harrison St.	C - 12'	1
392	05th St. & Howard St.	C - 12'	1
393	05th St. & Howard St.	C - 12'	1
341	05th St. & Mission St.	C - 16'	1
713	05th St. north of Market St.	C - 12'	1
714	05th St. north of Market St.	C - 12'	1
712	05th St./ Eddy St.	C - 16'	1
744	06th Ave. & Balboa St.	C - 12'	2
342	06th Ave. & Clement St.	C - 12'	2
1017	06th Ave. & Clement St.	C - 12'	2
1330	06th Ave. & Cornwall St.	C - 12'	2
53	06th Ave. & Geary Blvd.	C - 12'	2



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1018	06th Ave. & Geary Blvd.	C - 12'	2
571	08th Ave. & Fulton St.	C - 12'	2
572	08th Ave. & Fulton St.	C - 12'	2
1196	08th St. & Market St.	C - 12'	1
1197	08th St. & Mission St.	C - 12'	2
83	09th Ave. & Irving St.	C - 12'	2
1366	09th Ave. & Irving St.	C - 12'	2
394	09th Ave. & Judah St.	C - 12'	2
395	09th Ave. & Judah St.	C - 12'	2
1019	09th Ave. & Kirkham St.	C - 12'	2
1020	09th Ave. & Kirkham St.	C - 12'	2
1052	09th Ave. & Lawton St.	NC - 8'	n
146	09th Ave. & Lincoln Way	C - 12'	2
147	09th Ave. & Lincoln Way	C - 12'	2
1158	09th Ave. & Moraga Ave.	C - 12'	2
573	11th St. & Folsom St. (Reverse Canopy)	C - 12'	2
574	11th St. & Folsom St. (Reverse Canopy)	C - 12'	2
1223	11th St. & Harrison St.	C - 12'	2
1159	11th St. & Howard St.	C - 12'	2
1505	11th St. & Howard St.	C - 12'	2
1448	11th St. & Minna St.	C - 12'	2
775	11th St. & Harrison St.	NC - 12'	n
678	14th Ave. & Santiago St.	NC - 8'	n
1534	14th St. & Church St.	C - 12'	2
290	15th Ave. & Taraval St.	C - 12'	2
291	15th Ave. & Taraval St.	C - 12'	2
94	16th St. & Bryant St.	C - 12'	2
292	16th St. & Bryant St.	C - 16'	2
396	16th St. & Dolores St.	NC - 8'	n
877	16th St. & Dolores St.	NC - 8'	n
878	16th St. & Harrison St.	C - 12'	2
343	16th St. & Mission St.	C - 16'	2
82	16th St. & Mission St.	C - 12'	2
575	16th St. & Potrero St.	C - 12'	2
596	16th St. & Potrero St.	C - 8'	2
1449	16th St. & Shotwell St.	C - 12'	2



544	16th St. & Valencia St.	C - 12'	2
1198	16th St. & Valencia St.	C - 12'	2
1087	17th Ave. & Rivera St.	NC - 8'	n
1199	17th Ave. & Rivera St.	NC - 8'	n
1450	17th St. & De Haro St.	C - 12'	2
1419	17th St. & Market St. (Assoc. w/1411)	NC - 12'	n
517	18th St. & Castro St.	C - 12'	1
518	18th St. & Castro St.	C - 12'	1
545	18th St. & Church St.	NC - 8'	n
1200	18th St. & Church St.	NC - 8'	n
293	18th St. & Connecticut St.	C - 12'	2
1367	18th St. & Diamond St.	C - 12'	2
880	18th St. & Dolores St.	C - 12'	2
881	18th St. & Guerrero St.	C - 12'	2
882	18th St. & Guerrero St.	C - 12'	2
917	18th St. & Market St.	NC - 8'	n
1506	18th St. & Pennsylvania Ave.	C - 12'	2
1507	18th St. & Texas St.	C - 8'	2
198	18th St. & Valencia St.	C - 12'	2
829	18th St. & Valencia St.	C - 12'	2
199	19 th Ave. & Crespi Dr.	NC - 12'	2
679	19th Ave. & Holloway Ave.	C - 12'	2
1088	19th Ave. & Irving St.	C - 12'	2
1160	19th Ave. & Irving St.	C - 12'	2
92	19th Ave. & Judah St.	C - 12'	2
105	19th Ave. & Junipero Serra Blvd.	C - 12'	2
1658	19 th Ave. & Lawton	NC - 12'	2
98	19th Ave. & Lincoln Way	C - 8'	2
621	19th Ave. & Quintara St.	C - 8'	2
622	19th Ave. & Quintara St.	C - 8'	2
99	19th Ave. & Taraval St.	C - 12'	2
294	19th Ave. & Taraval St.	C - 12'	2
623	19th Ave. & Vicente St.	C - 8'	2
652	19th Ave. & Vicente St.	C - 8'	2
653	19th Ave. & Winston Dr.	C - 12'	2
681	19th Ave. & Winston Dr.	C - 12'	2



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1202	20th St. & Missouri St.	NC - 8'	n
576	20th St. & Tennessee St.	NC - 8'	n
247	22nd Ave. & Irving St.	C - 12'	2
597	22nd Ave. & Judah St.	NC - 8'	n
624	23rd Ave. & Irving St.	C - 12'	2
1203	23rd Ave. & Moraga Ave.	NC - 8'	n
179	23rd St. & Utah St.	NC - 12'	n
682	23rd St. & Utah St.	NC - 12'	n
683	23rd St. & Vermont St.	NC - 8'	n
1161	23rd St. & Vermont St.	C - 12'	2
684	24th St. & Bryant St.	C - 12'	2
685	24th St. & Bryant St.	C - 12'	2
469	24th St. & Castro St.	C - 12'	2
397	24th St. & Church St.	C - 12'	2
398	24th St. & Church St.	C - 12'	2
470	24th St. & Diamond St.	C - 12'	2
217	24th St. & Dolores St.	NC - 8'	n
416	24th St. & Folsom St.	C - 12'	2
1453	24th St. & Folsom St.	C - 12'	2
365	24th St. & Guerrero St.	NC - 8'	n
345	24th St. & Mission St.	C - 12'	2
344	24th St. & Mission St.	C - 12'	2
778	24th St. & Valencia St.	C - 12'	2
218	25th Ave. & Balboa St.	NC - 8'	n
295	25th Ave. & California St.	NC - 12'	n
745	25th Ave. & Clement St.	C - 8'	2
627	25th Ave. & Fulton St.	NC - 8'	n
60	25th Ave. & Geary Blvd.	C - 12'	2
296	25th Ave. & Geary Blvd.	C - 12'	2
1123	25th St. & Hampshire St.	NC - 8'	n
1275	26th St. & Noe St.	NC - 8'	n
1276	26th St. & Noe St.	NC - 8'	n
494	30th St. & Mission St.	C - 12'	2
918	30th St. & Mission St.	C - 12'	2
519	32nd Ave. & Clement St.	C - 12'	2
546	32nd Ave. north of Balboa St. e/s	NC - 8'	n
1308	33rd Ave. & Anza St.	NC - 8'	n



1226	33rd Ave. & Clement St.	C - 12'	2
948	33rd Ave. & Geary Blvd.	C - 12'	2
1332	33rd Ave. & Geary Blvd.	C - 8'	2
947	33rd Ave. & Geary Blvd.	C - 12'	2
1277	36th Ave. & Lincoln Way	NC - 8'	n
1387	39th Ave. & Rivera St.	NC - 8'	n
317	3 rd St. & Gilman	NC - 12'	2
1333	45th Ave. & Balboa St.	NC - 8'	n
1204	46th Ave. & Irving St.	NC - 8'	n
780	46th Ave. & Judah St.	C - 12'	2
781	46th Ave. & Judah St.	C - 12'	2
1205	46th Ave. & Lincoln Way	NC - 8'	n
782	46th Ave. & Noriega St.	C - 12'	2
887	46th Ave. & Noriega St.	NC - 8'	n
1206	46th Ave. & Santiago St.	NC - 8'	n
366	46th Ave. & Taraval St.	NC - 8'	n
1346	46th Ave. & Taraval St.	NC - 8'	n
625	48th Ave. & Geary Blvd.	NC - 8'	n
598	Alemanly Blvd. & Worcester Ave.	C - 12'	2
746	Arballo Dr. & Acevedo Ave.	NC - 12'	n
577	Arguello Blvd. & Geary Blvd.	C - 12'	2
1536	Arguello Blvd. & Geary Blvd.	C - 8'	2
845	Ashbury St. & Frederick St.	C - 12'	2
578	Avalon Ave. & La Grande Ave.	NC - 8'	n
1207	Bacon St. & Goettingen St. (Temp Down)	NC - 8'	n
810	Bacon St. & San Bruno Ave.	C - 12'	2
982	Balboa St. & 04th Ave.	C - 12'	2
182	Balboa St. & 06th Ave.	C - 12'	2
1454	Balboa St. & 06th Ave.	C - 8'	2
1054	Balboa St. & 10th Ave.	NC - 8'	n
847	Balboa St. & 17th Ave.	C - 12'	2
1022	Balboa St. & 19th Ave.	C - 12'	2
1023	Balboa St. & 19th Ave.	C - 12'	2
1055	Balboa St. & 21st Ave.	NC - 8'	n
1368	Balboa St. & 21st Ave.	C - 8'	2
1227	Balboa St. & 23rd Ave.	NC - 8'	n



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157	Balboa St. & 25th Ave.	NC - 8'	n
1309	Balboa St. & 25th Ave.	NC - 8'	n
1280	Balboa St. & 28th Ave.	C - 12'	2
548	Balboa St. & 30th Ave.	NC - 8'	n
1228	Balboa St. & 30th Ave.	NC - 8'	n
123	Balboa St. & 32nd Ave.	NC - 8'	n
1056	Balboa St. & 40th Ave.	NC - 8'	n
983	Balboa St. & Arguello Blvd.	C - 12'	2
747	Balboa St. & Park Presidio	NC - 8'	n
748	Balboa St. & Park Presidio	NC - 8'	n
1090	Battery St. & Broadway St.	C - 8'	1
1091	Battery St. & Jackson St.	C - 12'	1
132	Bayshore Blvd. & Arleta Ave. (Canopy)	C - 12'	2
603	Bayshore Blvd. & Blanken Ave.	C - 12'	2
1133	Bayshore Blvd. & Boutwell St	C - 12'	2
22	Bayshore Blvd. & Cortland Ave.	C - 12'	2
749	Bayshore Blvd. & Cortland Ave.	C - 12'	2
1092	Bayshore Blvd. & Marengo St.	C - 12'	2
1508	Bayshore Blvd. & Oakdale St.	C - 12'	2
890	Bayshore Blvd. & Quint St.	C - 12'	2
1024	Bayshore Blvd. & Silver Ave.	C - 12'	2
319	Bayshore Blvd. & Visitacion St.	C - 12'	2
750	Beach St. & Mason St. (SB: F Line Shelters)	C - F Line	1
751	Beach St. & Stockton St. (SB: F Line Shelters)	C - F Line	1
1347	Beach St. mid Polk St. & Larkin St.	C - 12'	1
715	Beale St. mid Market St. & Mission St. w/s	C - 12'	1
738	Bosworth St. & Diamond St.	C - 12'	2
1348	Bosworth St. & Elk St.	NC - 8'	n
1093	Brazil St. & Naples St.	NC - 8'	n
520	Broad St. & Plymouth Ave.	NC - 8'	n
520-A	Broad St. & Plymouth Ave.	NC - 8'	2
802	Broadway St. & Montgomery St.	C - 12'	1
783	Bryant St. & 16th St.	C - 12'	2
1455	Bryant St. & 17th St.	C - 12'	2



1456	Bryant St. & 17th St.	C - 12'	2
1509	Bryant St. & 18th St.	C - 8'	2
1510	Bryant St. & 18th St.	C - 12'	2
1511	Bryant St. & 19th St.	C - 12'	2
813	Bryant St. & 22nd St.	C - 12'	2
687	Bryant St. & 24th St.	C - 12'	2
1457	Bryant St. & Alameda St.	C - 12'	2
1421	Bush St. & Hyde St.	C - 8'	1
267	Bush St. & Leavenworth St.	C - 12'	1
50	Cabrillo St. & La Playa St.	C - 12'	2
920	California St. & 04th Ave.	C - 12'	2
367	California St. & 06th Ave.	C - 12'	2
1369	California St. & 12th Ave.	C - 12'	2
922	California St. & 19th Ave.	C - 12'	2
1282	California St. & 19th Ave.	C - 12'	2
924	California St. & 25th Ave.	C - 12'	2
949	California St. & 28th Ave.	NC - 8'	n
1284	California St. & 30th Ave.	NC - 8'	n
115	California St. & Commonwealth St.	C - 12'	2
200	California St. & Divisadero St.	C - 12'	1
268	California St. & Divisadero St.	C - 8'	1
201	California St. & Grant St.	C - 8'	1
849	California St. & Hyde St.	C - 12'	1
804	California St. & Kearny St.	C - 12'	1
368	California St. & Laurel St.	NC - 8'	1
369	California St. & Laurel St.	C - 12'	1
925	California St. & Maple St.	C - 12'	1
814	California St. & Montgomery St.	C - 8'	1
220	California St. & Park Presidio	NC - 8'	n
926	California St. & Park Presidio	NC - 8'	n
805	California St. & Powell St.	C - 12'	1
950	California St. & Presidio St.	C - 16'	1
752	California St. & Presidio St.	C - 16'	1
400	California St. & Sansome St.	C - 12'	1
370	California St. & Spruce St.	C - 12'	1
927	California St. & Spruce St.	C - 12'	1
1286	California St. & Taylor St.	NC - 8'	n



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202	California St. & Van Ness St.	C - 12'	1
219	California St. mid 6th & 7th Ave. s/s	C - 12'	2
819	Cambon Dr. & Castelo Ave.	NC - 8'	n
346	Carl St. & Cole St.	C - 12'	2
1162	Carmel St. & Twin Peaks Blvd.	NC - 8'	n
928	Castro St. & 14th St.	C - 12'	2
929	Castro St. & 15th St.	NC - 8'	n
347	Castro St. & 17th St.	C - 12'	1
108	Castro St. & 18th St.	C - 12'	2
348	Castro St. & 18th St.	C - 12'	1
371	Castro St. & 22nd St.	NC - 8'	n
891	Castro St. & 25th St.	C - 12'	2
930	Castro St. & 25th St.	NC - 8'	n
320	Castro St. & Duboce St.	NC - 12'	n
321	Castro St. & Duboce St.	NC - 8'	n
64	Castro St. & Market St.	C - 12'	1
1232	Central Ave. & McAllister St.	NC - 12'	n
1657	Cesar Chavez & Bartlett St.	C - 12'	2
1126	Cesar Chavez St. & Alabama St. (revers Canopy)	C - 12'	2
1127	Cesar Chavez St. & Bryant St.	C - 12'	2
1128	Cesar Chavez St. & Florida St.	C - 12'	2
547	Cesar Chavez St. & Folsom St.	C - 12'	2
1129	Cesar Chavez St. & Harrison St.	C - 12'	2
1130	Cesar Chavez St. & Harrison St.	C - 12'	2
521	Chestnut St. & Fillmore St.	C - 12'	1
1476	Chestnut St. & Franklin St.	NC - 8'	n
322	Chestnut St. & Laguna St.	NC - 8'	n
1028	Chestnut St. & Octavia St.	C - 12'	1
1135	Chestnut St. & Pierce St.	C - 12'	1
1370	Chestnut St. & Pierce St.	C - 8'	1
522	Chestnut St. & Scott St.	C - 12'	1
1512	Chestnut St. & Scott St.	C - 8'	1
1478	Chestnut St. & Van Ness Ave.	C - 12'	1
892	Church St. & 14th St.	C - 12'	2
892-A	Church St. & 14th St.	NC - 13'	2
1388	Church St. & 16th St.	NC - 13'	n



1433	Church St. & 18th St.	NC - 8'	n
160	Church St. & 20th St. (Muni Row)	NC - 8'	n
1524	Church St. & 24th St.	NC - 13'	n
523	Church St. & 27th St.	C - 8'	2
1525	Church St. & 29th St.	NC - 13'	n
1526	Church St. & Day St.	NC - 13'	n
95	Church St. & Duboce St.	C - 12'	2
1389	Church St. & Market St.	NC - 13'	n
1137	Circular Ave. & Monterey Blvd.	C - 12'	2
931	Clay St. & Franklin St.	C - 12'	1
1209	Clay St. & Montgomery St.	C - 8'	1
52	Clay St. & Polk St.	C - 12'	1
1479	Clay St. & Powell St.	C - 12'	1
221	Clay St. & Van Ness Ave.	C - 12'	1
473	Clayton St. & Corbett Ave.	NC - 8'	n
85	Clement St. & 06th Ave.	C - 12'	2
298	Clement St. & 08th Ave.	C - 8'	2
984	Clement St. & 10th Ave.	C - 12'	2
1095	Clement St. & 10th Ave.	C - 12'	2
985	Clement St. & 12th Ave.	C - 12'	2
1058	Clement St. & 14th Ave.	NC - 8'	n
1537	Clement St. & 16th Ave.	NC - 8'	n
1310	Clement St. & 20th Ave.	C - 8'	2
579	Clement St. & 22nd Ave.	C - 12'	2
1459	Clement St. & 22nd Ave.	C - 12'	2
986	Clement St. & 29th Ave.	C - 12'	2
987	Clement St. & 29th Ave.	NC - 8'	n
988	Clement St. & 31st Ave.	NC - 8'	n
951	Clement St. & 32nd Ave.	C - 8'	2
1654	Clement St. mid-42 nd & 43 rd Ave.	NC - 12'	n
299	Clement St. & 25th Ave.	C - 12'	2
700	Clipper St. & Portola Dr.	NC - 8'	n
372	Clipper St. (n/s) & Diamond Heights Blvd.	NC - 8'	n
222	Cole St. & Carl St.	C - 12'	2
626	Cole St. & Carl St.	C - 12'	2



753	Columbus Ave (w/s) mid North Point & Bay Sts.	C - 12'	1
1371	Columbus Ave. & Francisco St.	C - 8'	1
1096	Columbus Ave. & Mason St.	C - 12'	1
1373	Columbus Ave. mid Union & Powell Sts.	C - 12'	1
1460	Connecticut St. & 17th St.	C - 12'	2
323	Connecticut St. & 18th St.	C - 12'	2
737	Corbett Ave. (e/s) @ #925	NC - 8'	n
893	Cordova St. & Prague St.	NC - 8'	n
524	Cortland Ave. & Andover St. (Temp. Down)	8'	2
937	Cortland Ave. & Bayshore Blvd.	C - 12'	2
938	Cortland Ave. & Folsom St.	C - 12'	2
133	Cortland St. & Mission St.	NC - 12'	n
1335	Crescent Ave. & Andover St.	NC - 8'	n
1538	Crescent Ave. & Mission St.	NC - 8'	n
1349	Davis St. & California St.	C - 12'	1
1097	De Haro St. & Southern Heights Ave.	NC - 8'	n
1311	Del Vale Ave. & O'Shaughnessy Blvd.	NC - 8'	n
1564	Diamond Heights Blvd. & Addison St	NC - 8'	n
443	Diamond Heights Blvd. & Duncan St.	NC - 8'	n
688	Diamond Heights Blvd. & Gold Mine Dr.	C - 12'	2
740	Diamond Heights Blvd. & Gold Mine Dr.	NC - 8'	n
605	Diamond Heights Blvd.(w/s) & Diamond St.	NC - 8'	n
739	Diamond St. & Bosworth St.	C - 12'	2
1337	Diamond St. & Surrey St.	NC - 8'	n
754	Divisadero St. & Chestnut St.	C - 12'	1
474	Divisadero St. & Eddy St.	C - 12'	2
1312	Divisadero St. & Ellis St.	C - 12'	2
61	Divisadero St. & Geary Blvd.	C - 12'	2
350	Divisadero St. & Geary Blvd.	C - 12'	2
551	Divisadero St. & Haight St.	C - 12'	2



444	Divisadero St. & Pine St.	C - 12'	2
719	Division St. & 08th St.	C - 12'	2
1098	Division St. & Rhode Island St.	C - 8'	2
816	Douglas St. & 24th St.	NC - 8'	n
184	Duncan St. & Diamond Heights	NC - 8'	n
787	Eddy St. & Divisidero St.	NC - 8'	n
1374	Eddy St. & Fillmore St.	C - 12'	2
989	Eddy St. & Gough St.	C - 12'	1
990	Eddy St. & Gough St.	C - 12'	1
445	Eddy St. & Laguna St.	C - 12'	2
446	Eddy St. & Laguna St.	C - 12'	2
447	Eddy St. & Larkin St.	C - 8'	1
495	Eddy St. & Leavenworth St.	C - 12'	1
352	Eddy St. & Pierce St.	C - 12'	2
448	Eddy St. & Pierce St.	C - 12'	2
56	Eddy St. & Polk St.	C - 12'	1
373	Eddy St. & Polk St.	C - 8'	1
374	Eddy St. & Van Ness Ave.	C - 12'	1
496	Eddy St. & Van Ness Ave.	C - 12'	1
203	Ellis St. & Mason St.	C - 12'	1
1567	Embarcadero & Bay St. (IB) (F Line Shelters)	C - F Line	1
1568	Embarcadero & Bay St. (OB) (F Line Shelters)	C - F Line	1
1575	Embarcadero & Broadway (F Line Shelters)	C - F Line	1
1576	Embarcadero & Broadway (F Line Shelters)	C - F Line	1
1570	Embarcadero & Chestnut (IB) (F Line Shelters)	C - F Line	1
1569	Embarcadero & Chestnut (OB) (F Line Shelters)	C - F Line	1
1573	Embarcadero & Green (F Line Shelters)	C - F Line	1
1574	Embarcadero & Green (F Line Shelters)	C - F Line	1
1571	Embarcadero & Greenwich (F Line Shelters)	C - F Line	1
1572	Embarcadero & Greenwich (F Line Shelters)	C - F Line	1



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1577	Embarcadero & Washington (F Line Shelters)	C - F Line	1
1578	Embarcadero & Washington (F Line Shelters)	C - F Line	1
580	Evans Ave. & 03rd St.	NC - 8'	n
581	Evans Ave. & Newhall St.	NC - 8'	n
711	Evans Ave. (n/s) & Keith St. (front of P.O.)	C - 12'	2
223	Fillmore St. & Chestnut St.	C - 12'	1
1513	Fillmore St. & Chestnut St.	C - 12'	1
1351	Fillmore St. & Golden Gate Ave.	C - 12'	2
584	Fillmore St. & Haight St.	C - 12'	2
755	Fillmore St. & Haight St.	C - 12'	2
237	Fillmore St. & Hayes St.	NC - 8'	n
238	Fillmore St. & Hayes St.	NC - 8'	n
324	Fillmore St. & Jackson St.	C - 8'	1
1542	Fillmore St. & Jackson St.	C - 8'	1
270	Fillmore St. & Lombard St.	C - 12'	1
527	Fillmore St. & McAllister St.	C - 12'	2
528	Fillmore St. & McAllister St.	C - 12'	2
991	Fillmore St. & Oak St.	C - 12'	2
992	Fillmore St. & Oak St.	C - 12'	2
1436	Fillmore St. & O'Farrell St.	C - 8'	2
954	Fillmore St. & Pine St.	C - 12'	1
552	Fillmore St. & Sacramento St.	C - 12'	1
271	Fillmore St. & Sutter St.	C - 12'	1
497	Fillmore St. & Sutter St.	C - 12'	1
607	Fillmore St. & Turk St.	C - 12'	2
993	Fillmore St. & Union St.	C - 12'	1
585	Fitzgerald Ave. & Keith St.(29 Term.)	NC - 8'	n
570	Foerster St. & Monterey Blvd.	C - 12'	2
1437	Folsom St. & 05th St.	C - 12'	1
1514	Folsom St. & 06th St.	C - 12'	2
1438	Folsom St. & 07th St.	C - 12'	2
1461	Folsom St. & 16th St.	C - 12'	2
1210	Folsom St. & 16th. St.	C - 12'	2
1314	Folsom St. & 18th St.	NC - 8'	n



1315	Folsom St. & 18th St.	NC - 8'	n
818	Folsom St. & 24th St.	C - 12'	2
529	Folsom St. & Precita Ave.	NC - 8'	n
135	Forest Hill Station	NC - 12'	n
1168	Fowler Ave. & Portola Dr.	NC - 8'	n
894	Frederick St. & Ashbury St.	C - 12'	2
1392	Frederick St. & Willard St.	NC - 8'	n
1480	Fremont St. & Market St.	NC - 13'	n
1424	Fremont St. & Mission St. TD	C - 16'	1
1291	Fulton St. & 04th Ave.	NC - 8'	n
376	Fulton St. & 06th Ave.	NC - 8'	n
1543	Fulton St. & 06th. Ave.	NC - 8'	n
67	Fulton St. & 08th Ave.	NC - 12'	n
224	Fulton St. & 08th Ave.	C - 8'	2
1032	Fulton St. & 10th Ave.	NC - 12'	n
1059	Fulton St. & 12th Ave.	NC - 12'	n
1099	Fulton St. & 16th Ave.	NC - 12'	n
1292	Fulton St. & 16th Ave.	C - 12'	2
1100	Fulton St. & 18th Ave.	NC - 8'	n
1034	Fulton St. & 20th Ave.	NC - 8'	n
498	Fulton St. & 22nd Ave.	NC - 8'	n
1294	Fulton St. & 22nd Ave.	C - 12'	2
690	Fulton St. & 25th Ave.	NC - 12'	n
1035	Fulton St. & 25th Ave.	C - 12'	2
1036	Fulton St. & 28th Ave.	NC - 8'	n
630	Fulton St. & 30th Ave.	NC - 8'	n
1236	Fulton St. & 36th Ave.	NC - 8'	n
68	Fulton St. & 37th Ave.	NC - 12'	n
1318	Fulton St. & 38th Ave.	NC - 8'	n
757	Fulton St. & 40th Ave.	NC - 12'	n
756	Fulton St. & 43rd Ave.	NC - 12'	n
1237	Fulton St. & 46th Ave.	NC - 8'	n
249	Fulton St. & Arguello Ave.	NC - 12'	n
1338	Fulton St. & Arguello Blvd.	NC - 8'	n
1037	Fulton St. & La Playa	NC - 12'	n
84	Fulton St. & Masonic ST.	C - 12'	2



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402	Fulton St. & Park Presidio	NC - 12'	n
758	Fulton St. & Park Presidio	NC - 12'	n
377	Fulton St. & Parker Ave.	NC - 8'	n
136	Fulton St. & Parker St.	NC - 8'	n
568	Geary Blvd. & 03rd Ave.	C - 12'	2
1038	Geary Blvd. & 03rd Ave.	C - 8'	2
97	Geary Blvd. & 06th Ave.	C - 12'	2
994	Geary Blvd. & 09th Ave.	C - 12'	2
1039	Geary Blvd. & 09th Ave.	C - 8'	2
530	Geary Blvd. & 12th Ave.	C - 12'	2
1481	Geary Blvd. & 12th Ave.	C - 8'	2
532	Geary Blvd. & 17th Ave.	C - 12'	2
1544	Geary Blvd. & 17th Ave.	NC - 8'	n
300	Geary Blvd. & 20th Ave.	C - 12'	2
533	Geary Blvd. & 20th Ave.	C - 12'	2
1483	Geary Blvd. & 23rd Ave.	C - 12'	2
93	Geary Blvd. & 25th Ave.	C - 12'	2
631	Geary Blvd. & 25th Ave.	C - 12'	2
759	Geary Blvd. & 28th Ave.	C - 12'	2
1296	Geary Blvd. & 28th Ave.	C - 12'	2
554	Geary Blvd. & 30th Ave.	NC - 8'	n
1101	Geary Blvd. & 30th Ave.	C - 12'	2
555	Geary Blvd. & 32nd Ave.	NC - 8'	n
301	Geary Blvd. & 33rd Ave.	C - 12'	2
1462	Geary Blvd. & 33rd Ave.	C - 12'	2
995	Geary Blvd. & 36th Ave.	C - 12'	2
1545	Geary Blvd. & 36th Ave.	C - 12'	2
996	Geary Blvd. & 39th Ave.	C - 12'	2
1546	Geary Blvd. & 39th Ave.	C - 16'	2
378	Geary Blvd. & 42nd Ave.	NC - 8'	n
125	Geary Blvd. & Arguello Ave.	C - 12'	2
126	Geary Blvd. & Arguello Ave.	C - 12'	2
608	Geary Blvd. & Baker St.	C - 12'	2
1041	Geary Blvd. & Collins St.	C - 12'	2
1297	Geary Blvd. & Collins St.	C - 12'	2
185	Geary Blvd. & Divisadero St.	C - 12'	2
186	Geary Blvd. & Divisadero St.	C - 12'	2



272	Geary Blvd. & Fillmore St.	C - 12'	1
1547	Geary Blvd. & Fillmore St.	C - 16'	1
1060	Geary Blvd. & Franklin St.	C - 12'	1
450	Geary Blvd. & Gough St.	C - 12'	1
187	Geary Blvd. & Laguna St.	C - 12'	1
204	Geary Blvd. & Laguna St.	C - 12'	1
17	Geary Blvd. & Leavenworth St.	C - 12'	1
23	Geary Blvd. & Masonic St.	C - 12'	2
113	Geary Blvd. & Park Presidio	NC - 12'	n
1042	Geary Blvd. & Park Presidio	NC - 12'	n
31	Geary Blvd. & Powell St.	C - 12'	1
760	Geary Blvd. & Presidio St.	C - 12'	2
403	Geary Blvd. & Scott St.	NC - 8'	n
1516	Geary Blvd. & Scott St.	C - 12'	2
274	Geary Blvd. & Spruce St.	C - 12'	2
1548	Geary Blvd. & Spruce St.	C - 12'	2
609	Geary Blvd. & St. Josephs Ave.	C - 12'	2
1043	Geary Blvd. & Stanyan St.	C - 8'	2
162	Geary Blvd. & Stockton St.	C - 12'	1
275	Geary Blvd. & Taylor St. (REVERS CANOPY)	C - 12'	1
24	Geary Blvd. & Van Ness Ave.	C - 12'	1
451	Geary Blvd. & Webster St.	C - 12'	1
1138	Geary Blvd. & Webster St.	C - 12'	1
206	Geary Blvd. (n/s) mid Presidio & Masonic Sts.	C - 12'	2
610	Geneva Ave. & Cayuga Ave.	NC - 8'	n
611	Geneva Ave. & Cayuga Ave.	NC - 8'	n
437	Geneva Ave. & Mission St.	C - 16'	2
691	Geneva Ave. & Mission St.	C - 12'	2
851	Geneva Ave. & Munich St.	C - 16'	2
499	Geneva Ave. & Naples St.	C - 12'	2
1102	Geneva Ave. & Paris St.	NC - 8'	n
761	Geneva Ave. & San Jose Ave.	NC - 12'	n
762	Geneva Ave. (n/s) & San Jose Ave. (Bart)	C - 12'	2
763	Geneva Ave. (s/s) & San Jose Ave. (Bart)	C - 16'	2



45	Golden Gate Park (Acad. of Science) - Temp Down	NC - 12'	n
46	Golden Gate Park (DeYoung Museum)	NC - 12'	n
820	Gonzalez Dr. & Font Blvd.	NC - 8'	n
896	Gough St. & Sacramento St.	C - 12'	1
1170	Grafton Ave. & Plymouth Ave.	NC - 8'	n
1319	Grove St. & Gough St.	C - 12'	2
1320	Grove St. & Laguna St.	NC - 8'	n
1634	Hahn & Sunnydale	NC - 12'	n
1635	Hahn & Sunnydale	C - 12'	2
1298	Haight St. & Baker St.	C - 12'	2
998	Haight St. & Buchanan St.	C - 12'	2
999	Haight St. & Buena Vista Ave. East	NC - 8'	n
1000	Haight St. & Buena Vista Ave. West	NC - 12'	n
239	Haight St. & Divisadero St.	C - 12'	2
240	Haight St. & Divisadero St.	C - 12'	2
569	Haight St. & Fillmore St.	C - 12'	2
634	Haight St. & Fillmore St.	C - 12'	2
353	Haight St. & Laguna St.	NC - 8'	n
1550	Haight St. & Pierce St.	C - 12'	2
1212	Haight St. & Stanyan St.	C - 8'	2
1551	Haight St. & Stanyan St.	C - 12'	2
1378	Harrison St. & 04th St.	C - 8'	1
1104	Harrison St. & 06th St.	CC - 12'	2
764	Hayes St. & Ashbury St.	C - 12'	2
955	Hayes St. & Ashbury St.	NC - 8'	n
452	Hayes St. & Baker St.	NC - 8'	n
453	Hayes St. & Baker St.	NC - 8'	n
956	Hayes St. & Broderick St.	C - 12'	2
1003	Hayes St. & Broderick St.	C - 12'	2
475	Hayes St. & Buchanan St.	NC - 8'	n
957	Hayes St. & Buchanan St.	NC - 8'	n
958	Hayes St. & Central Ave.	C - 12'	2
1376	Hayes St. & Cole St.	NC - 8'	n
1377	Hayes St. & Cole St.	C - 12'	2
501	Hayes St. & Divisadero St.	C - 12'	2
502	Hayes St. & Divisadero St.	C - 12'	2



88	Hayes St. & Fillmore St.	NC - 8'	n
354	Hayes St. & Fillmore St.	NC - 8'	n
504	Hayes St. & Franklin St.	C - 12'	1
355	Hayes St. & Larkin St. (CANOPY/ 1 FACE)	C - 12'	1
1213	Hayes St. & Lyon St.	C - 12'	2
659	Hayes St. & Masonic St.	C - 12'	2
963	Hayes St. & Pierce St.	NC - 8'	n
1005	Hayes St. & Pierce St.	NC - 8'	n
789	Hayes St. & Scott St.	C - 12'	2
964	Hayes St. & Scott St.	C - 8'	2
243	Hayes St. & Shrader St.	C - 12'	2
244	Hayes St. & Shrader St.	C - 12'	2
1006	Hayes St. & Stanyan St.	NC - 8'	n
476	Hayes St. & Steiner St.	NC - 8'	n
966	Hayes St. & Steiner St.	NC - 8'	n
90	Hayes St. & Van Ness Ave.	NC - 8'	n
1352	Hermann St. & Fillmore St.	NC - 8'	n
1517	Howard St. & Main St.	C - 12'	1
660	Hudson Ave. & Bertha Lane	NC - 8'	n
806	Hyde St. & Clay St.	C - 12'	1
1552	Hyde St. & McAllister St.	C - 12'	1
853	Hyde St. & Pacific Ave.	NC - 8'	n
821	Hyde St. & Union St.	C - 8'	1
1171	Hyde St. mid Fulton & Grove Sts.	NC - 8'	n
940	Industrial St. (s/s) mid Bayshore & Boutwell	C - 12'	2
1659	Ingerson & Griffith	NC - 12'	n
154	Irving St. & 02nd Ave.	NC - 8'	n
140	Irving St. & 07th Ave.	C - 12'	2
141	Irving St. & 09th Ave.	C - 8'	2
1484	Irving St. & Arguello	C - 16'	2
404	Jackson St. & Fillmore St.	C - 12'	1
721	Jackson St. & Van Ness Ave.	C - 12'	1
1140	Jackson St. & Van Ness Ave.	NC - 8'	n
1007	Jackson St. & Webster St.	NC - 8'	n
1554	Jessie St. & 05th. St.	NC - 12'	n
1565	Jones St. & Beach St. (F Line) Next	C -F Line	1



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	to Ramp		
1566	Jones St. & Beach St. (F Line Shelters)	C - F Line	1
722	Jones St. & Post St.	C - 12'	1
723	Jones St. & Sutter St.	C - 12'	1
899	Judah St. & 06th Ave.	C - 12'	2
857	Judah St. & 07th Ave.	C - 12'	2
858	Judah St. & 07th Ave.	C - 12'	2
1527	Judah St. & 09th /10th Ave.	NC - 13'	n
1528	Judah St. & 19th Ave.	NC - 13'	n
421	Judah St. & 25th Ave.	NC - 8'	n
1529	Judah St. & 37th Ave. & Sunset	NC - 13'	n
612	Judah St. & 40th Ave.	NC - 8'	n
503	Judah St. & 43rd Ave.	C - 8'	2
325	Judah St. & 46th Ave.	C - 8'	2
225	Judah St. & Sunset	NC - 8'	n
823	Junipero Serra Blvd. & Font Blvd.	NC - 8'	n
87	Junipero Serra Blvd. & Ocean Ave.	NC - 12'	n
1626	Junipero Serra Blvd. & Ocean Ave. (Muni Row)	NC - 12'	n
1627	Junipero Serra Blvd. & Ocean Ave. (Muni Row)	NC - 12'	n
1652	Junipero Serra Blvd. & Palmetto	C - 12'	2
635	Junipero Serra Blvd. & Sloat Blvd.	NC - 8'	n
824	Kansas St. & 23rd St.	C - 12'	2
16	Kearny St. & California St.	C - 12'	1
724	Kearny St. & Clay St.	C - 12'	1
163	Kearny St. & Geary Blvd. (TD)	C - 16'	1
968	Kearny St. & Jackson St.	C - 12'	1
675	Kearny St. & North Point St.	CC - 12'	1
164	Kearny St. & Sutter St.	C - 12'	1
380	La Playa & Cabrillo St.	NC - 16'	n
506	La Playa & Cabrillo St. (Muni Term.)	NC - 12'	n
49	Laguna Honda Hospital	NC - 8'	n
422	Laguna St. & Chestnut St.	NC - 8'	n
588	Laguna St. & Hayes St.	C - 12'	2
165	Larkin St. & Golden Gate	C - 12'	1



1425	Larkin St. & Grove St.	NC - 12'	n
65	Larkin St. & McAllister St.	C - 12'	1
825	Larkin St. & O'Farrell St.	C - 12'	1
1044	Lawton St. & 07th Ave.	NC - 8'	n
391	Leavenworth St. & Bush St.	C - 12'	1
726	Leavenworth St. & California St.	C - 12'	1
727	Leavenworth St. & Clay St.	C - 12'	1
262	Leavenworth St. & Geary Blvd.	C - 12'	1
405	Leavenworth St. & O'Farrell St.	C - 12'	1
728	Leavenworth St. & Post St.	C - 12'	1
729	Leavenworth St. & Sacramento St.	C - 8'	1
730	Leavenworth St. & Sutter St.	C - 12'	1
1398	Lee Ave. & Ocean Ave. (Turnaround)-	NC - 12'	n
790	Legion of Honor Dr./Palace of Legion of Honor	NC - 12'	n
479	Lincoln Way & 05th Ave.	NC - 8'	n
1394	Lincoln Way & 05th Ave.	NC - 8'	n
693	Lincoln Way & 09th Ave.	NC - 8'	n
694	Lincoln Way & 09th Ave.	C - 12'	2
1175	Lincoln Way & 15th Ave.	C - 12'	2
1176	Lincoln Way & 17th Ave.	C - 12'	2
423	Lincoln Way & 19th Ave.	NC - 8'	n
695	Lincoln Way & 19th Ave.	C - 12'	2
1177	Lincoln Way & 21st Ave.	C - 12'	2
1238	Lincoln Way & 23rd Ave.	C - 12'	2
1301	Lincoln Way & 25th Ave.	C - 12'	2
1172	Lincoln Way & Funston Ave.	C - 12'	2
1045	Lincoln Way & La Playa	C - 12'	2
859	Lombard St. & Divisadero St.	C - 12'	1
860	Lombard St. & Lyon St.	NC - 8'	n
900	Lombard St. & Pierce St.	C - 12'	1
456	Lyon St. & Greenwich St.	NC - 8'	n
14	Main St. & Mission St.	C - 12'	1
826	Mansell St. & San Bruno Ave.	NC - 8'	n
661	Mansell St. & Somerset St.	NC - 8'	n
142	Marina St. & Laguna St.	C - 12'	1
1411	Market & Castro (Kiosk;Shelter 17th	C - Kiosk	1



	& Castro)		
1262A	Market St. & 09th St.	C - Kiosk	1
1485	Market St. & 01st St.	NC - 13'	n
1268	Market St. & 03rd St.	C - Kiosk	1
1486	Market St. & 03rd St.	NC - 13'	n
1464	Market St. & 05th St.	NC - 13'	n
1487	Market St. & 05th St.	NC - 13'	n
1488	Market St. & 06th St.	NC - 13'	n
1255	Market St. & 07th St.	C - Kiosk	1
1489	Market St. & 07th St.	NC - 13'	n
1490	Market St. & 07th St.	NC - 13'	n
1261	Market St. & 10th St.	C - Kiosk	1
1270	Market St. & Beale St.	C - Kiosk	1
800	Market St. & Castro St.	C - 12'	1
1414	Market St. & Church St.	C - Kiosk	1
1427	Market St. & Church St.	C - 12'	1
1415	Market St. & Dolores St.	C - Kiosk	1
1248	Market St. & Drumm St.	C - Kiosk	1
1249	Market St. & Front St.	C - Kiosk	1
382	Market St. & Gough St.	C - Kiosk	1
1267	Market St. & Grant mid 03rd - 04th Sts.	C - Kiosk	1
1252	Market St. & Grant St.	C - Kiosk	1
1143	Market St. & Guerrero St.	C - Kiosk	1
1256	Market St. & Hyde St.	C - Kiosk	1
1491	Market St. & Hyde St.	NC - 13'	n
1466	Market St. & Kearny St.	NC - 13'	n
1428	Market St. & Laguna St.	NC - 13'	n
1257	Market St. & Larkin St.	C - Kiosk	1
1257A	Market St. & Larkin St.	NC - 13'	1
1492	Market St. & Main St.	NC - 13'	n
1265	Market St. & Mason mid 05th - 06th Sts.	C - Kiosk	1
1254	Market St. & Mason St.	C - Kiosk	1
1251	Market St. & Montgomery St.	C - Kiosk	1
1493	Market St. & New Montgomery St.	NC - 13'	n
1341	Market St. & Noe St.	C - 12'	1
1416	Market St. & Noe St.	C - Kiosk	1



1266	Market St. & Powell mid 04th - 05th Sts.	C - Kiosk	1
1253	Market St. & Powell St.	C - Kiosk	1
1259A	Market St. & S. Van Ness Ave.	NC - 13'	1
1073	Market St. & Sanchez St.	C - 12'	1
1412	Market St. & Sanchez St.	C - Kiosk	1
1413	Market St. & Sanchez St.	C - Kiosk	1
1250	Market St. & Sansome St.	C - Kiosk	1
1271	Market St. & Steuart St.	C - Kiosk	1
1467	Market St. & Stockton St.	NC - 13'	n
1468	Market St. & Taylor St.	NC - 13'	n
1259	Market St. & Van Ness Ave.	C - Kiosk	1
1260-A	Market St. & Van Ness Ave.	C - 13'	1
1269	Market St. mid 01st & 02nd Sts. (s/s)	C - Kiosk	1
1264	Market St. mid 06th & 07th Sts. (s/s)	C - Kiosk	1
1263	Market St. mid 07th & 08th Sts. (s/s)	C - Kiosk	1
1262	Market St. mid 08th & 09th Sts. (s/s)	C - Kiosk	1
1465	Market St. & Battery St.	NC - 13'	n
861	Mason St. & Broadway	NC - 8'	n
863	Mason St. & Green St.	NC - 8'	n
864	Mason St. & Greenwich St.	C - 12'	1
866	Mason St. & Vallejo St.	NC - 8'	n
226	Masonic Ave. & Fulton St.	C - 12'	2
25	Masonic Ave. & Geary Blvd.	C - 12'	2
867	Masonic Ave. & Geary Blvd.	C - 12'	1
1239	Masonic Ave. & Golden Gate Ave.	C - 12'	2
257	Masonic Ave. & Haight St.	C - 8'	2
258	Masonic Ave. & Haight St.	C - 12'	2
137	Masonic Ave. & Hayes St.	C - 12'	2
870	Masonic Ave. & Oak St.	C - 12'	2
188	Masonic Ave. & Turk St.	C - 12'	2
871	Masonic Ave. & Turk St.	C - 12'	2
766	McAllister St. & Baker St.	C - 12'	2
941	McAllister St. & Baker St.	C - 12'	2
827	McAllister St. & Central Ave.	NC - 12'	n
458	McAllister St. & Divisadero St.	C - 12'	2
459	McAllister St. & Divisadero St.	C - 12'	2



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460	McAllister St. & Fillmore St.	C - 12'	2
461	McAllister St. & Fillmore St.	C - 12'	2
1395	McAllister St. & Gough St.	NC - 12'	n
383	McAllister St. & Hyde St.	CPS	1
535	McAllister St. & Laguna St.	C - 12'	2
536	McAllister St. & Laguna St.	C - 12'	2
791	McAllister St. & Larkin St.	C - 12'	1
901	McAllister St. & Pierce St.	C - 12'	2
970	McAllister St. & Pierce St.	NC - 8'	n
91	McAllister St. & Polk St.	CPS	1
384	McAllister St. & Van Ness Ave.	NC - 12'	n
697	McAllister St. & Van Ness Ave.	NC - 12'	n
1009	McAllister St. & Webster St.	C - 12'	2
1215	McAllister St. & Webster St.	C - 12'	2
1357	McCoppin St. & Gough St.	C - 12'	2
1636	Middlepoint & Hare/Innes	NC - 12'	n
1635	Middlepoint & Innes	NC - 12'	n
1637	Middlepoint & South of Evans/Westpoint	NC - 12'	n
1633	Middlepoint & West Point	NC - 12'	n
1634	Middlepoint & West Point	NC - 12'	n
166	Mission St. & 01st St.	C - 16'	1
189	Mission St. & 02nd St.	C - 12'	1
167	Mission St. & 03rd St.	C - 12'	1
208	Mission St. & 04th St.	C - 12'	1
1355	Mission St. & 04th St.	C - 12'	2
13	Mission St. & 05th St.	C - 8'	1
357	Mission St. & 05th St.	C - 12'	1
190	Mission St. & 07th St.	C - 12'	2
406	Mission St. & 08th St.	C - 16'	2
769	Mission St. & 08th St.	C - 12'	2
259	Mission St. & 09th St.	C - 12'	2
1469	Mission St. & 09th St.	C - 12'	2
731	Mission St. & 11th St.	C - 12'	2
1356	Mission St. & 14th St.	C - 12'	2
1494	Mission St. & 15th St.	C - 12'	2
145	Mission St. & 16th St	C - 12'	2



144	Mission St. & 16th St.	C - 12'	2
302	Mission St. & 18th St.	C - 12'	2
359	Mission St. & 18th St.	C - 12'	2
241	Mission St. & 20th St.	C - 12'	2
242	Mission St. & 20th St.	C - 12'	2
360	Mission St. & 22nd St.	C - 12'	2
227	Mission St. & 24th St.	C - 12'	2
228	Mission St. & 24th St.	C - 12'	2
119	Mission St. & 30th St.	C - 12'	2
327	Mission St. & Acton St.	C - 12'	2
12	Mission St. & Beale St.	C - 12'	1
303	Mission St. & Brazil St.	C - 12'	2
770	Mission St. & Duboce St.	C - 12'	2
127	Mission St. & Geneva Ave.	C - 12'	2
128	Mission St. & Geneva Ave.	C - 12'	2
792	Mission St. & Murray St.	C - 12'	2
120	Mission St. & Naglee St.	C - 12'	2
558	Mission St. & Norton St.	C - 12'	2
636	Mission St. & Onondaga Ave.	C - 8'	2
304	Mission St. & Persia St.	C - 12'	2
306	Mission St. & Richland St.	C - 12'	2
307	Mission St. & Richland St.	C - 12'	2
305	Mission St. & Russia St.	C - 12'	2
308	Mission St. & Silver Ave.	C - 12'	2
424	Mission St. & Silver Ave.	C - 12'	2
58	Mission St. & So. Van Ness St.	C - 12'	2
637	Mission St. & Spear St.	C - 8'	1
1046	Mission St. & Trumbull St.	C - 12'	2
1518	Mission St. & Trumbull St.	C - 12'	2
1216	Mission St. & Whittier St.	C - 12'	2
771	Mission St. mid France & Italy Sts. (w/s)	C - 12'	2
1397	Missouri St. & 20th St.	NC - 8'	n
1240	Monterey Blvd. & Baden St.	NC - 8'	n
902	Monterey Blvd. & Detroit St.	NC - 8'	n
1342	Monterey Blvd. & Edna St.	C - 12'	2
328	Monterey Blvd. & Foerster St.	C - 12'	2



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329	Monterey Blvd. & Foerster St.	C - 12'	2
425	Monterey Blvd. & Ridgewood Ave.	C - 12'	2
191	Myra St. & Dalewood St. (Term.)	NC - 8'	n
903	Naples St. & Athens St.	NC - 8'	n
904	Naples St. & Rolph St.	NC - 8'	n
1010	Noe St. & 29th St.	NC - 8'	n
943	Noe St. & 30th St.	NC - 8'	n
1180	Noriega St. & 28th Ave.	C - 12'	2
484	Noriega St. & 41st Ave.	NC - 8'	n
426	Noriega St. & 46th Ave.	NC - 8'	n
168	Noriega St. & Sunset	NC - 8'	n
732	North Point St. & Embarcadero	NC - 8'	n
427	North Point St. & Hyde St.	C - 8'	1
428	North Point St. & Hyde St.	C - 8'	1
1074	North Point St. & Jones St.	C - 8'	1
676	North Point St. & Kearny St.	C - 8'	1
276	North Point St. & Mason St.	C - 12'	1
1110	North Point St. & Mason St.	C - 12'	1
485	North Point St. & Polk St.	C - 12'	1
1111	North Point St. & Stockton St.	C - 12'	1
1218	North Point St. & Stockton St.	C - 8'	1
1560	North Point St. & Van Ness Ave.	C - 12'	1
1470	Ocean Ave. & Dorado Terrace	NC - 13'	n
63	Ocean Ave. & Harold St./PHELAN	C - 16'	2
507	Ocean Ave. & Howth St.	NC - 8'	n
1530	Ocean Ave. & Jules St.	NC - 13'	n
1628	Ocean Ave. & Lee Ave.	NC - 13'	n
508	Ocean Ave. & Lee Ave.(ISLAND & KIOSK)	C - Kiosk	2
209	Ocean Ave. & San Jose Ave.	C - 12'	2
1630	Ocean Ave. & Victoria	NC - 13'	n
1631	Ocean Ave. & Victoria	NC - 13'	n
666	Ocean Ave. (n/s) & Geneva Ave. (K-Line Isle)	C - 8'	2
1382	Ocean Ave. (n/s) & Geneva Ave. (K-Line Isle)	C - 8'	2
667	Ocean Ave. (s/s) & Geneva Ave. (K-Line Isle)	C - 8'	2



1381	Ocean Ave. (s/s) & Geneva Ave. (K-Line Isle)	C - 8'	2
429	O'Farrell St. & Hyde St.	C - 12'	1
59	O'Farrell St. & Jones St. (bulb)	C - 12'	1
408	O'Farrell St. & Leavenworth St.	C - 12'	1
192	O'Farrell St. & Van Ness St.	C - 12'	1
155	O'Farrell St. mid Stockton & Grant Sts.	C - 12'	1
1496	O'Shaughnessy Blvd. & Portola Dr.	C - 12'	2
1497	O'Shaughnessy Blvd. & Portola Dr.	C - 12'	2
793	Otis St. (w/s) mid McCoppin & Duboce Sts.	C - 12'	2
1144	Pacific Ave. & Hyde St.	C - 12'	1
486	Pacific Ave. & Polk St.	C - 12'	1
831	Pacific Ave. & Polk St.	C - 12'	1
1146	Pacific Ave. & Taylor St.	C - 12'	1
1383	Pacific Ave. & Van Ness Ave.	C - 12'	1
1243	Page St. & Gough St.	C - 12'	2
591	Palou Ave. & 03rd. St.	NC - 12'	n
309	Park Presidio & Balboa St.	NC - 8'	n
430	Park Presidio & Balboa St.	NC - 8'	n
310	Park Presidio & California St.	NC - 8'	n
311	Park Presidio & California St.	NC - 12'	n
229	Park Presidio & Fulton St.	NC - 12'	n
431	Park Presidio & Fulton St.	NC - 12'	n
230	Park Presidio & Geary Blvd.	NC - 12'	n
312	Park Presidio & Geary Blvd.	NC - 8'	n
1112	Park Ridge Dr. (w/s) & Burnett Ave.	NC - 8'	n
873	Parnassus Ave. & 04th Ave.	C - 12'	2
907	Parnassus Ave. & Shrader St.	NC - 8'	n
908	Parnassus Ave. & Stanyan St.	C - 12'	2
944	Parnassus Ave. & Willard St.	C - 12'	2
613	Persia Ave. & Prague St.	NC - 8'	n
511	Phelan St. (e/s) Science Bldg. (CCSF)	NC - 8'	n
512	Phelan St. (n/s) opp. Science Bldg. (CCSF)	NC - 12'	n
509	Phelan St. (w/s) Bookstore (CCSF)	C - 8'	2
510	Phelan St. opposite Bookstore	C - 12'	2



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	(CCSF)		
432	Phelps St. & Williams Ave.	C - 12'	2
333	Plymouth St. & Ocean Ave.	C - 12'	2
334	Plymouth St. & Ocean Ave.	C - 12'	2
1011	Point Lobos Ave. & 48th Ave.	NC - 8'	n
1187	Point Lobos Ave. & El Camino del Mar	C - 12'	2
1521	Point Lobos Ave. @ Louis Restaurant	C - 12'	2
638	Point Lobos Ave.(s/s) & Cliff House Parking	NC - 12'	n
231	Polk St. & Broadway St.	C - 12'	1
1325	Polk St. & Broadway St.	C - 8'	1
170	Polk St. & California St.	C - 12'	1
277	Polk St. & California St.	C - 12'	1
433	Polk St. & North Point St.	NC - 8'	n
833	Polk St. & Pacific Ave.	C - 12'	1
834	Polk St. & Pine St.	C - 12'	1
232	Polk St. & Sutter St.	C - 12'	1
463	Polk St. & Sutter St.	C - 12'	1
233	Polk St. & Union St.	C - 12'	1
462	Polk St. mid Clay & Sacramento Sts. (w/s)	C - 12'	1
1638	Portola Dr. & O'Shaughnessy Blvd.	NC - 8'	n
699	Portola Dr. (s/s) East of Clipper St.	NC - 8'	n
101	Portola St. & Woodside St.	C - 12'	2
1113	Post St. & Gough St.	C - 12'	1
1244	Post St. & Laguna St.	C - 8'	2
210	Post St. & Leavenworth St.	C - 12'	1
673	Post St. & Octavia St.	NC - 8'	n
171	Post St. & Van Ness Ave.	C - 12'	1
211	Potrero Ave. & 18th St.	C - 12'	2
1441	Potrero Ave. & 16th St.	C - 12'	2
835	Potrero Ave. & 16th St. (REVERS CANOPY)	C - 12'	2
1471	Potrero Ave. & 22nd St.	NC - 12'	n
1522	Potrero Ave. & 24th St.	C - 12'	2
1561	Potrero Ave. & 24th St.	NC - 12'	n
9	Powell St. & California St.	C - 12'	1



1114	Powell St. & Francisco St.	NC - 8'	n
1358	Powell St. & Francisco St.	C - 8'	1
435	Powell St. & Lombard St.	NC - 8'	n
1344	Powell St. & North Point St.	C - 8'	1
112	Presidio Ave. & California St.	C - 12'	1
212	Presidio Ave. & Geary Blvd.	C - 12'	2
1359	Presidio Ave. & Jackson St.	NC - 8'	n
615	Presidio Ave. & Sutter St.	C - 12'	2
488	Quintara St. & 19th Ave.	NC - 8'	n
1115	Quintara St. & 22nd Ave.	NC - 8'	n
1076	Quintara St. & 27th Ave.	NC - 8'	n
836	Randolph St. & Arch St.	NC - 12'	n
71	Recreation Center for the Handicapped	NC - 8'	n
1117	Rhode Island St. & 15th St.	NC - 8'	n
1245	Rhode Island St. & 23rd St.	NC - 8'	n
1147	Richardson Ave. & Francisco St.	C - 12'	2
1360	Richardson Ave. & Francisco St.	C - 12'	2
1119	Rivera St. & 46th Ave.	NC - 8'	n
1080	Rivera St. & 48th Ave.	NC - 8'	n
386	Sacramento St. & Buchanan St.	NC	n
945	Sacramento St. & Buchanan St.	NC - 8'	n
1384	Sacramento St. & Cherry St. (mid block)	C - 12'	1
36	Sacramento St. & Davis St.	C - 12'	1
26	Sacramento St. & Fillmore St.	C - 12'	1
336	Sacramento St. & Fillmore St.	C - 12'	1
837	Sacramento St. & Gough St.	NC - 8'	n
261	Sacramento St. & Grant St.	C - 8'	1
193	Sacramento St. & Kearny St.	C - 12'	1
616	Sacramento St. & Octavia St.	NC - 8'	n
8	Sacramento St. & Polk St.	C - 12'	1
363	Sacramento St. & Stockton St. (Revers Canopy)	C - 12'	1
173	Sacramento St. & Van Ness Ave.	C - 12'	1
69	Sacramento St. & Webster St.	NC - 8'	n
139	San Bruno Ave. & Bacon St.	C - 12'	2
537	San Bruno Ave. & Mansell St.	NC - 8'	n



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539	San Bruno Ave. & Mansell St.	NC - 8'	n
1472	San Bruno Ave. & Silver Ave.	NC - 8'	n
703	San Bruno Ave. & Wilde Ave.	NC - 8'	n
617	San Bruno Ave. (e/s) north of Bayshore Blvd.	NC - 8'	n
514	San Jose Ave. & Geneva Ave.	C - 12'	2
1582	San Jose Ave. & Glen Park J - LINE (MUNI ROW)	NC - 12'	n
1583	San Jose Ave. & Glen Park J - LINE (MUNI ROW)	NC - 12'	n
838	San Jose Ave. & Ocean Ave.	NC - 12'	n
1190	San Jose Ave. & San Juan Ave.	NC - 12'	n
1442	Sansome St. & California St.	C - 12'	1
1081	Sansome St. & Lombard St.	C - 12'	1
808	Sansome St. & Washington St.	C - 12'	1
251	Silver Ave. & Cambride St.	NC - 8'	n
250	Silver Ave. & Cambridge St.	NC - 8'	n
66	Silver Ave. & Mission St.	NC - 8'	n
313	Silver Ave. & Mission St.	C - 12'	2
27	Silver Ave. & San Bruno Ave.	C - 12'	2
213	Skyline Blvd. & Zoo Road	NC - 8'	n
387	Sloat Blvd. & 19th Ave.	C - 12'	2
972	Sloat Blvd. & 36th Ave.	NC - 8'	n
214	Sloat Blvd. & 45th Ave.	NC - 12'	n
973	Sloat Blvd. & 45th Ave.	C - 12'	2
1220	Sloat Blvd. & Clearfield Dr.	C - 12'	2
1399	Sloat Blvd. & Everglade Dr.	C - 12'	2
772	Sloat Blvd. & Junipero Serra Blvd.	NC - 12'	n
314	Sloat Blvd. & West Portal (n/s)	C - 12'	2
121	South Van Ness St. & Mission St.	C - 12'	2
1149	Southern Heights Ave. & De Haro St.	NC - 8'	n
875	Stanyan St. & Oak St.	C - 12'	2
489	Starr King Way & Gough St.	C - 12'	1
794	Steiner St. & Union St.	NC - 12'	n
1579	Steuart St. & Embarcadero (F Line Shelters)	C - F Line	1
1580	Steuart St. & Embarcadero (F Line Shelters)	C - F Line	1



1272	Steuart St. & Market St.	C - Kiosk	1
1273	Steuart St. & Market St. (45' north)	C - Kiosk	1
1498	Steuart St. & Mission St.	C - 8'	1
1562	Stockton St. & Beach St.	C - 8'	1
704	Stockton St. & Columbus Ave.	C - 12'	1
234	Stockton St. & Green St.	C - 12'	1
280	Stockton St. & Sutter St.	C - 12'	1
6	Stockton St. mid Broadway & Pacific Sts (w/s)	C - 12'	1
1401	Stockton St. mid Clay & Sacramento Sts. (w/s)	C - 12'	1
5	Stockton St. mid Jackson & Washington (w/s)	C - 12'	1
1402	Stockton St. mid Sacramento & Clay E/S	C - 8'	1
1653	Sunnydale & Tomasco St.	NC - 8'	n
1636	Sunnydale Ave. & Santos St.	NC - 8'	n
252	Sunset Blvd. & Judah St.	NC - 8'	n
174	Sunset Blvd. & Noriega St.	NC - 8'	n
281	Sunset Blvd. & Noriega St.	NC - 8'	n
282	Sunset Blvd. & Ocean Ave.	NC - 8'	n
263	Sunset Blvd. & Quintara St.	NC - 8'	n
264	Sunset Blvd. & Quintara St.	NC - 8'	n
254	Sunset Blvd. & Taraval St.	NC - 8'	n
255	Sunset Blvd. & Taraval St.	NC - 8'	n
283	Sunset Blvd. & Vicente St.	NC - 8'	n
284	Sunset Blvd. & Yorba St.	NC - 8'	n
285	Sunset Blvd. & Yorba St.	NC - 8'	n
253	Sunset Blvd. & Judah St.	NC - 8'	n
436	Sutter St. & Baker St.	C - 12'	2
1305	Sutter St. & Baker St.	NC - 8'	n
438	Sutter St. & Buchanan St.	C - 12'	1
286	Sutter St. & Divisadero St.	C - 12'	2
1473	Sutter St. & Divisadero St.	C - 12'	2
194	Sutter St. & Fillmore St.	C - 12'	1
195	Sutter St. & Fillmore St.	C - 12'	1
1083	Sutter St. & Gough St.	C - 12'	1
148	Sutter St. & Laguna St.	C - 12'	2



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149	Sutter St. & Laguna St.	C - 12'	2
515	Sutter St. & Leavenworth St.	C - 12'	1
439	Sutter St. & Octavia St.	C - 8'	1
287	Sutter St. & Polk St.	C - 12'	1
564	Sutter St. & Presidio Ave.	C - 12'	2
974	Sutter St. & Scott St.	C - 12'	2
975	Sutter St. & Scott St.	C - 12'	2
976	Sutter St. & Steiner St.	C - 12'	2
977	Sutter St. & Steiner St.	C - 12'	2
4	Sutter St. & Stockton St.	C - 12'	1
466	Sutter St. & Taylor St.	C - 12'	1
29	Sutter St. & Van Ness Ave.	C - 12'	1
1531	Taraval St. & 22nd. Ave.	NC - 13'	n
440	Taraval St. & Sunset Blvd.	NC - 8'	n
1532	Taraval St. & 23rd. Ave.	NC - 13'	n
1533	Taraval St. & 37th. Ave. & Sunset Blvd.	NC - 13'	n
1640	Taylor St. & Bay St.	C - Market	1
1641	Taylor St. & Bay St.	C - Market	1
1361	Tennessee St. & 18th St.	NC - 8'	n
1151	Toland St. & Jerrold Ave.	C - 12'	2
1499	Townsend St. & 03rd St.	C - 8'	1
42	Townsend St. & 04th St.	C - 12'	1
3	Townsend St. & mid 03rd & 04th St.-	C - 12'	1
594	Trumbull St. & Congdon St.	NC - 8'	n
1013	Turk St. & Arguello Blvd.	C - 12'	2
640	Turk St. & Chabot Terrace	NC - 8'	n
1523	Turk St. & Hyde St.	C - 12'	1
54	Turk St. & Jones St.	C - 12'	1
364	Turk St. & Larkin St.	C - 12'	1
774	Turk St. & Masonic St.	C - 12'	2
1014	Turk St. & Parker Ave.	NC - 8'	n
1247	Turk St. & Parker Ave.	C - 12'	2
1050	Turk St. & Roselyn Terrace	NC - 8'	n
1563	Turk St. & Stanyan St.	NC - 8'	n
620	Ulloa St. & Lenox Way	NC - 8'	n
86	Ulloa St. & West Portal	C - 12'	2



841	Union St. & Columbus Ave.	C - 12'	1
735	Union St. & Gough St.	C - 12'	1
1120	Union St. & Pierce St.	NC - 8'	n
490	Union St. & Polk St.	C - 12'	1
30	Union St. & Van Ness Ave.	C - 12'	1
96	Valencia St. & 14th St.	C - 12'	2
1363	Valencia St. & 23rd St.	NC - 8'	n
642	Valencia St. & 24th St. (REVERS CANOPY)	C - 12'	2
138	Valencia St. & Cesar Chavez St.	C - 12'	2
150	Valencia St. & Cesar Chavez St.	NC - 8'	n
1501	Valencia St. & Duncan St.	C - 8'	2
491	Van Ness Ave & Jackson St.	C - 12'	1
978	Van Ness Ave. & Broadway	C - 12'	1
979	Van Ness Ave. & California St.	C - 12'	1
34	Van Ness Ave. & Chestnut St.	C - 12'	1
708	Van Ness Ave. & Chestnut St.	C - 12'	1
72	Van Ness Ave. & Clay St.	C - 12'	1
73	Van Ness Ave. & Eddy St.	C - 12'	1
74	Van Ness Ave. & Eddy St.	C - 12'	1
236	Van Ness Ave. & Geary Blvd.	C - 12'	1
980	Van Ness Ave. & Greenwich St. TD	C - 12'	1
388	Van Ness Ave. & Grove St.	CPS	1
441	Van Ness Ave. & Jackson St.	C - 12'	1
216	Van Ness Ave. & Market St.	C - 12'	1
1	Van Ness Ave. & McAllister St.	CPS	1
89	Van Ness Ave. & McAllister St.	CPS	1
152	Van Ness Ave. & North Point	C - 12'	1
75	Van Ness Ave. & O'Farrell St.	C - 12'	1
76	Van Ness Ave. & O'Farrell St.	C - 12'	1
981	Van Ness Ave. & Pacific Ave.	C - 12'	1
911	Van Ness Ave. & Pine St.	C - 12'	2
79	Van Ness Ave. & Sacramento St.	C - 12'	1
77	Van Ness Ave. & Sutter St.	C - 12'	1
78	Van Ness Ave. & Sutter St.	C - 12'	1
2	Van Ness Ave. & Union St.	C - 12'	1
736	Van Ness Ave. & Vallejo St.	C - 12'	1



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1503	Van Ness Ave. mid North Point & Bay Sts.	C - 12'	1
799	Vicente St. & 30th Ave. (66 Term.)	NC - 12'	n
1581	Visitacion Ave. (Back Campus Parking Lot))	NC - 12'	n
339	Visitacion Ave. & Bayshore Blvd.	C - 12'	2
541	Visitacion Ave. & Rutland St.	NC - 8'	n
567	Visitacion Ave. & Rutland St.	NC - 8'	n
595	Visitacion Ave. & Schwerin St.	NC - 8'	n
1154	Washington St. & Gough St.	NC - 8'	n
1152	Washington St. & Buchanan St.	NC - 8'	n
1153	Washington St. & Franklin St.	NC - 8'	n
1155	Washington St. & Laguna St.	NC - 8'	n
946	Washington St. & Larkin St.	NC - 8'	n
196	Washington St. & Mason St.	NC - 8'	n
1156	Washington St. & Webster St.	NC - 8'	n
669	Wawona St. & 46th Ave.	C - 16'	2
643	West Portal & St. Francisco Circle (Isle.)	NC - 8'	n
670	West Portal & St. Francisco Circle (Isle.)	NC - 13'	n
645	Winston Dr. & Lake Merced Blvd.	NC - 8'	n
709	Woodside Ave. & Hernandez Ave.	NC - 8'	n
672	Woodside Ave. & Portola Dr.	NC - 8'	n
1121	Woodside Ave. & Portola Dr.	C - 12'	2
		Zone	Count
		=1	311
		=2	429
		=n	357



EXHIBIT C

Municipal Railway Metro Extension High Level Boarding Platforms and E-Line Low-Level Boarding Platforms

Municipal Railway Metro Extension High-Level Platforms

1. Folsom & Embarcadero (3 2-sided ad panels)
2. Brannan & Embarcadero (3 2-sided ad panels)
3. Second & King Streets (5 2-sided ad panels)
4. Fourth & King Streets (4 2-sided ad panels)

E-Line Low-Level Boarding Platforms (currently not in operation)

1. Folsom & Embarcadero: 2 platforms
 - (Drawing MC-2, Option B-2) Note: Ad panels will be placed on the side of the Shelters away from on-coming trains.
2. Brannan & Embarcadero: 2 platforms
 - (Drawing MC-3, Option B-2) Note: Ad panels will be placed on the side of the Shelters away from on-coming trains.
3. Second & King Streets: 2 platforms
 - (Drawing MC-4, Option A) Note: Ad panels will be placed on the side of the Shelters away from on-coming trains.
4. Fourth & King Streets: 2 platforms
 - (Drawing MC-5, Option A) No advertising panels.



EXHIBIT D

List of Low-Level and High-Level Platforms Under Port Jurisdiction

- Ferry Building & Embarcadero (2)
- Washington & Embarcadero (2)
- Broadway & Embarcadero (2)
- Green & Embarcadero (2)
- Greenwich & Embarcadero (2)
- Chestnut & Embarcadero (between Battery & Sansome) (2)
- Bay & Embarcadero (2)
- Pier 39 & Embarcadero (1)
- Jefferson & Powell (1)
- Jefferson & Taylor (1)

**Municipal Railway Metro Extension High-Level Boarding Platforms
F-Line and Future E-Line Low-Level Boarding Platforms**

<u>Platform or Shelter Locations</u>	<u>Platform</u>	<u>Shelter</u>	<u>Commercial: # Double-Sided Ad Panels</u>	<u>Non-Commercial</u>	<u>Ownership</u>	<u>Comments</u>
Folsom & Embarcadero	High Level Platforms w/ Canopies	Canopy (1)	3		SFMTA	Decal re: SFMTA & Port disclaimer
<i>Folsom & Embarcadero</i>	<i>Low Level Platform</i>	<i>Future E-Line Shelters (2)</i>	2		<i>Contractor</i>	<i>Decal re: SFMTA & Port disclaimer</i>
Brannan & Embarcadero	High Level Platforms w/ Canopies	Canopy (1)	3		SFMTA	Decal re: SFMTA & Port disclaimer
<i>Brannan & Embarcadero</i>	<i>Low Level Platform</i>	<i>Future E-Line Shelters (2)</i>	2		<i>Contractor</i>	<i>Decal re: SFMTA & Port disclaimer</i>
Ferry Building & Embarcadero	F-Line Low Level Platforms w/ Canopies	Canopies (2)	0		SFMTA	



<u>Platform or Shelter Locations</u>	<u>Platform</u>	<u>Shelter</u>	<u>Commercial: # Double-Sided Ad Panels</u>	<u>Non-Commercial</u>	<u>Ownership</u>	<u>Comments</u>
Washington & Embarcadero	F-Line Low Level Platforms w/ Shelters	F-Line Shelters (2)	2		Contractor	Decal re: SFMTA & Port disclaimer
Broadway & Embarcadero	F-Line Low Level Platforms w/ Shelters	F-Line Shelters (2)	2		Contractor	Decal re: SFMTA & Port disclaimer
Green & Embarcadero	F-Line Low Level Platforms w/ Shelters	F-Line Shelters (2)	2		Contractor	Decal re: SFMTA & Port disclaimer
Greenwich & Embarcadero	F-Line Low Level Platforms w/ Shelters	F-Line Shelters (2)	2		Contractor	Decal re: SFMTA & Port disclaimer
Chestnut & Embarcadero (between Battery & Sansome)	F-Line Low Level Platforms w/ Shelters	F-Line Shelters (2)	2		Contractor	Decal re: SFMTA & Port disclaimer
Bay & Embarcadero	F-Line Low Level Platforms w/ Shelters	F-Line Shelters (2)	2		Contractor	Decal re: SFMTA & Port disclaimer
Pier 39 & Embarcadero	F-Line Low Level Platform	No shelter	0		SFMTA	

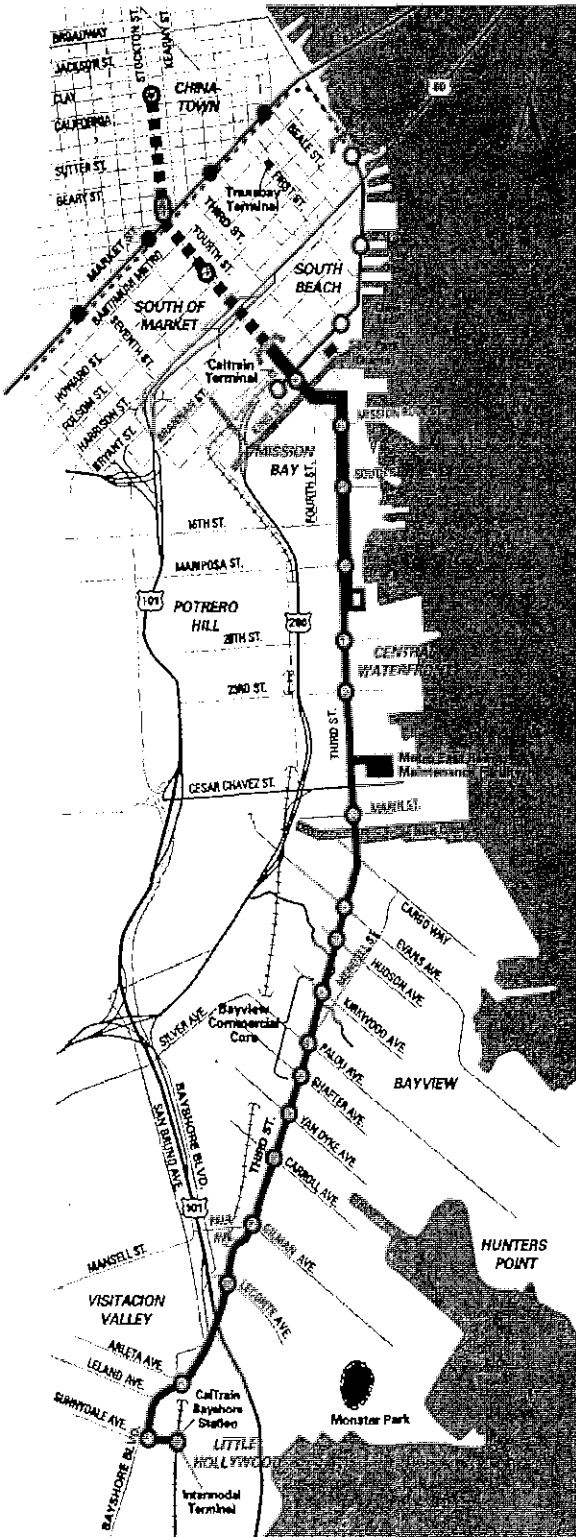


<u>Platform or Shelter Locations</u>	<u>Platform</u>	<u>Shelter</u>	<u>Commercial: # Double-Sided Ad Panels</u>	<u>Non-Commercial</u>	<u>Ownership</u>	<u>Comments</u>
Jefferson & Powell	F-Line Low Level Platform	No Shelter	0		SFMTA	
Jefferson & Taylor	F-Line Low Level Platform	No Shelter	0		SFMTA	
Totals: 2007			<u>18 Ad Panels</u> <u>+ 4 Future E-Line</u>			



EXHIBIT E

Map of E-Line Low-Level Boarding Platforms and Third Street T-Line High-Level Boarding Platforms (28 Total: Map & Types Listed Below)



Proposed Transit Shelter Advertising Locations

(Number of Platforms & Number of 2-Sided Ad Panels)

E-Line (Contractor to install & maintain):

- 1) Folsom Street & The Embarcadero (1 panel)
- 2) Brannan Street & The Embarcadero (1 panel)
- 3) 2nd & King Streets (1 panel)
- 4) 4th & King Streets

Third Street Light Rail Line (MTA built, Contractor to maintain):

- 1) Fourth/King (1 platform, 1 panel)
- 2) Mission Rock (2 platforms, 3 panels each)
- 3) UCSF Mission Bay (2 platforms, 3 panels each)
- 4) Mariposa (2 platforms, 3 panels each)
- 5) 20th Street (2 platforms, 3 panels each)
- 6) 23rd Street (2 platforms, 3 panels each)
- 7) Marin Street (2 platforms, 3 panels each)
- 8) Evans (2 platforms, 3 panels each)
- 9) Hudson/Innes (1 platform, 1 panel)
- 10) Kirkwood/LaSalle (1 platform, 1 panel)
- 11) Oakdale/Palou (1 platform, 1 panel)
- 12) Revere/Shafter Avenues (1 platform, 1 panel)
- 13) Williams (2 platforms, 3 panels each)
- 14) Carroll (2 platforms, 3 panels each)
- 15) Gilman/Paul (2 platforms, 3 panels each)
- 16) Le Conte (1 platform, 2 panels)



EXHIBIT F

List of Low Level Platforms

132 SFMTA Low Level Platforms, inc. 70 with Transit Shelters and Nearby Kiosks										
#	On Street	At Street	Location	Length	Width	Zoning	Shelter Yes "Y"/No "N"	Transit Shelter #	Non-Commercial "NC" / Commercial "C" and Size in Feet	Comments
1	1st St.	Howard-Mission	MB-E	100'	6'	P	N			
2	4th St.	Brannan	NS-N	110'	6'	M-2	N			
3	17th St.	Castro	NS-NE	100'	6'	NCD	Y	1411	C	Kiosk, F-Line Terminus
4	17th St.	Market	NE				Y	1419	NC 12'	Kiosk
5	Bush	Battery	NS-NW	55'	6'	C-3-G	N			
6	California	Van Ness	NS-E		10.5'	RM-4	Y	202	C 12'	Cable Car
7	Church	14th St.	NS-NW	150'	6'	NCD	Y	892	C 12'	At curb
8	Church	14th St.	NS-NE	150'	6'	NCD	Y	0892A	NC 13'	
9	Church	16th St.	FS-SE	104'	8'	RH-3	Y	1388	NC 13'	
10	Church	16th St.	NS-NW	100'	6'	RM-2	N			
11	Church	16th St.	NS-SE	100'	6'	RH-3	N			
12	Church	18th St.	NS-SE	100'	6'	RM-1	Y	1433	NC 8'	
13	Church	24th St.	NS-SE	150'	7'	NCD	Y	1524	NC 13'	
14	Church	24th St.	NS-NW	150'	6'	NCD	N			
15	Church	29th St.	NS-SE	150'	8'	NC-1	Y	1525	NC 13'	
16	Church	Day	NS-SW	90'	10'	NC-1	Y	1526	NC 13'	
17	Church	Duboce	NS-SE	150'	5'	NC-3	Y	95	C 12'	At curb
18	Church	Market	NS-SE	150'	6'	NCD	Y	1389	NC 13'	
19	Duboce	Church	NS-SW	135'	5'	NCD	N			
20	Duboce	Church	FS-NW	117'	5'	RM-3	N			
21	Folsom	3rd St.	FS-E	40'	7'	C-3-S	N			
22	Folsom	2nd St.	FS-E	40'	7'	M-1	N			
23	Fremont	Market	NS-E	110'		C-3-O	Y	1480	NC 13'	
24	Judah	9th Av.	NS-SW	60'	6'	NC-2	Y	1527	NC 13'	
25	Judah	12th Av.	NS-SW	60'	6'	RH-2	N			
26	Judah	12th Av.	NS-NE	60'	6'	RH-3	N			
27	Judah	15th Av.	NS-SW	60'	6'	RH-2	N			
28	Judah	16th Av.	MI-N	80'	6'	RM-1	N			



#	On Street	At Street	Location	Length	Width	Zoning	Shelter Yes "Y"/No "N"	Transit Shelter #	Non-Commercial "NC" / Commercial "C" and Size in Feet	Comments
29	Judah	19th Av.	NS-SW	60'	6'	RH-3	N			
30	Judah	19th Av.	NS-NE	60'	6'	RH-2	Y	1528	NC 13'	
31	Judah	22nd Av.	FS-SE	33'	6'	RH-3	N			
32	Judah	23rd Av.	NS-NE	60'	6'	RH-3	N			
33	Judah	25th Av.	NS-SW	56'	6'	RH-3	Y	421	NC 8'	At curb
34	Judah	25th Av.	NS-NE	60'	6'	RH-3	N			
35	Judah	28th Av.	NS-NE	60'	6'	NC-1	N			
36	Judah	31st Av.	FS-SE	60'	6'	NC-2	N			
37	Judah	31st Av.	FS-SE	60'	6'	NC-2	N			
38	Judah	34th Av.	NS-SW	60'	6'	RH-3	N			
39	Judah	34th Av.	NS-NE	60'	6'	RH-3	N			
40	Judah	40th Av.	FS-SW	70'	6'	RH-1	Y	612	NC 8'	
41	Judah	43rd Av.	NS-SW	60'	6'	RH-2	Y	503	NC 8'	At curb
42	Judah	43rd Av.	NS-NE	60'	6'	RH-2	N			
43	Judah	46th Av.	NS-SW	60'	6'	NC-1	Y	325	C 8'	At curb
44	Judah	46th Av.	NS-NE	60'	6'	NC-1	N			
45	Judah	Sunset	NS-SW	77'	6'	RH-2	Y	225	C 8'	At curb
46	Judah	Sunset	NS-NE	60'	6'	RH-3	N			
47	J. Serra	Ocean	FS-NE	220'	8'	P	Y	87	NC 12'	
48	J. Serra	Ocean	ROW					1626	NC 12'	Kiosk
49	J. Serra	Ocean	ROW					1627	NC 12'	Kiosk (2)
50	Market	1st St.	NS-SW	120'		C-3-O	Y	1485	NC 13'	
51	Market	2nd St.	NS-NE	120'		C-3-O	N			
52	Market	3rd St.	NS-SW	120'		C-3-R	Y	1486	NC 13'	Kiosk
53	Market	4th St.	NS-SW	120'		C-3-R	N			
54	Market	5th St.	NS-SW	120'		C-3-R	y	1487	NC 13'	
55	Market	5th St. No.	NS-NE	120'		P	Y	1464	NC 13'	
56	Market	6th St.	NS-SW	120'		C-3-S	Y	1488	NC 13'	
57	Market	7th St.	NS-SW	120'		C-3-G	N	1490	NC 13'	
58	Market	7th St. No.	NS-NE	120'		P	Y	1489	NC 13'	
59	Market	7th St. No.	NE					1255	C	Kiosk
60	Market	8th St.	NS-SW	120'		C-3-G	N			



#	On Street	At Street	Location	Length	Width	Zoning	Shelter Yes "Y"/No "N"	Transit Shelter #	Non-Commercial "NC" / Commercial "C" and Size in Feet	Comments
61	Market	9th St.	NS-SW	120'		C-3-G	N			
62	Market	Battery	NS-NE	120'		C-3-G	N			
63	Market	Buchanan	NS-NE	120'	8'	NC-3	N			
64	Market	Church	NS-S	100'	6'	NC-3	Y	1427	NC	
67	Market	Gough	NS-S	100'	6'	NC-3	Y	382	C	Kiosk
65	Market	Church	NE					1414	C 12'	Kiosk
66	Market	Dolores	NS-S	100'	6'	NC-3	Y	1415	C	Kiosk
68	Market	Guerrero	NS-S	100'	6'	RM-2	Y	1143	C	Kiosk
69	Market	Hyde	NS-NE	120'		C-3-G	Y	1491	C	Kiosk
70	Market	Kearny	NS-NE	120'		NC-3	Y	1466	NC 13'	
71	Market	Laguna	NS-NE	100'	6'	NC-3	Y	1428	NC 13'	
72	Market	Larkin	NS-NW					1257	C	Kiosk
73	Market	Larkin	NS-NE	120'		C-3-G	Y	1257A	NC 13'	
74	Market	New Montgomery	NS-SW	120'		C-3-G	Y	1493	NC 13'	
75	Market	Noe	NS-S					1416	C	Kiosk
76	Market	Noe	NS-NW	100'	6'	NC-4	Y	1341	C 12'	
77	Market	Sanchez	NS-S	100'	6'	NC-3	Y	1073	NC 12'	
78	Market	Sanchez	NS-NW					1412	C	Kiosk
79	Market	Sanchez	SW					1413	C	Kiosk
80	Market	So. Van Ness	NS-S	100'	6'	NC-3	Y	1259	C	Kiosk
81	Market	Stockton	NS-NE	120'		C-3-R	Y	1467	NC 13'	
82	Market	Taylor	NS-NE	120'		C-3-S	Y	1468	NC 13'	
84	Market	Van Ness	NS-NE	100'	6'	C-3-S	Y	1260A	NC 13'	
85	Mission	Fremont-1st St.	MB-S			C-3-O	Y	1480	NC 13'	
86	Ocean	Aptos	NS-W	60'	6'	RH-1	N			
87	Ocean	Aptos	NS-E	60'	6'	P	N			
88	Ocean	Cerritos	NS-W	60'	6'	RH-1	N			
89	Ocean	Dorado Terr.	NS-NE	60'	6'	NC-2	Y	1470	NC 13'	
90	Ocean	Fairfield	FS-NW	60'	6'	NC-2	N			
91	Ocean	Geneva	NS-SW	219'	11'	NC-2	Y	666	C 8'	
92	Ocean	Geneva	NS-SW	219'	11'	NC-2	Y	1382	C 8'	
93	Ocean	Geneva	NS-SW	219'	11'	NC-2	Y	667	C 8'	



#	On Street	At Street	Location	Length	Width	Zoning	Shelter Yes "Y"/No "N"	Transit Shelter #	Non-Commercial "NC" / Commercial "C" and Size in Feet	Comments
94	Ocean	Geneva	NS-SW	219'	11'	NC-2	Y	1381	C 8'	
95	Ocean	Jules	NS-SW	60'	9'	NC-2	Y	1530	NC 13'	
96	Ocean	Lee	NS-SW	60'	5'	NC-2	Y	1628	NC 13'	
97	Ocean	Lee	NS-NE	214'	6'	P	Y	508	C	Kiosk
98	Ocean	Miramar	NS-SW	60'	5'	NC-2	N			
99	Ocean	Miramar	NS-SW	60'	5'	NC-2	N			
100	Ocean	San Leandro	NS-W	60'	4'	NC-1	N			
101	Ocean	San Leandro	MS-E	60'	4'	RH-1	N			
102	Ocean	Victoria	NS-SW	60'	6'	RH-1	Y	1630	NC 13'	
103	Ocean	Victoria	NS-SW	60'	6'	RH-1	Y	1631	NC 13'	
104	Ocean	West Gate	NS-E	60'	6'	RH-1	N			
105	Powell	Post	NS-SE			P	N			
106	Richardson	Francisco	FS-SE	75'	15'	RH-1	Y	1360	C 12'	
107	San Jose	Farallones	NS-N	25'	5'	RH-1	N			
108	San Jose	Farallones	NS-S	65'	5'	P	N			
109	San Jose	Geneva	NS-SW	93'	6'	P	Y	514	C 12'	
110	San Jose	Glen Park Sta.	NS-E	150'	6'	P	Y	1582	NC 12'	
111	San Jose	Glen Park Sta.	FS-W	150'	6'	P	Y	1583	NC 12'	
112	San Jose	Lakeview	NS-N	10'	5'	RH-1	N			
113	San Jose	Lakeview	NS-S	10'	5'	RH-2	N			
114	San Jose	Mt. Vernon	NS-N	60'	5'	P	N			
115	San Jose	Mt. Vernon	NS-S	60'	5'	P	Y	838	NC 12'	
116	San Jose	Ocean	NS-SE	100'	5'	P	N			
117	San Jose	Ocean	NS-N	100'	5'	P	N			
118	San Jose	Randall	NS-S	150'	5'	P	N			
119	San Jose	Randall	FS-W	150'	6'	RH-2, P	N			
120	San Jose	Santa Rosa	FS-E	30'	5'	RH-1	N			
121	San Jose	Santa Rosa	NS-N	150'	5'	NC-1	N			
122	San Jose	Santa Ynez	NS-N	75'	6'	RH-1	N			
123	San Jose	Santa Ynez	NS-S	75'	7'	RH-2	N			
124	Stockton	Geary	NS-NW	75'	4'	P	N			
125	Taraval	22nd Av.	FS-SE	124'	6'6"	NC-2	Y	1531	NC 13'	
126	Taraval	23rd Av.	FS-NW	110'	6'6"	NC-2	Y	1532	NC 13'	
127	Taraval	Sunset	NS-SW	140'	6'	NC-2	Y	440	NC 8'	



#	On Street	At Street	Location	Length	Width	Zoning	Shelter Yes "Y"/No "N"	Transit Shelter #	Non-Commercial "NC" / Commercial "C" and Size in Feet	Comments
128	Taraval	Sunset	NS-NE	140'	6'	NC-2	Y	1533	NC 13'	
129	West Portal	14th Av.	NE	55'	6'	NCD	N			
130	West Portal	15th Av.	SE	55'	6'	NCD	N			
131	West Portal	Sloat	NE	193'	7'6"	NCD	N			
132	West Portal	Sloat	NW	280'	8'6"	NCD	N			
	Total							70	6 C8', 7 C12'	18 Kiosks
									31 of 70 Shelters = Commercial Shelters	
						70 of	132 (53%) Low Level Platforms w/ Shelters			

Abbreviations:

- | | |
|------------------------------|-------------------------------|
| FS = far side | NE = northeast |
| MB = mid-block | SE = southeast |
| ROW = Right of Way | SW = southwest |
| MI = mid-intersection | N = north |
| NW = northwest | T# = transit ID number |
| S = south | |



EXHIBIT G

Stonestown High Level Boarding Platform



Stonestown Station. Notwithstanding the limitations of Section 6.1, with respect to the Stonestown Station only, Contractor may display advertising on the west-facing sides of eight double-sided display cases on the platform, each four feet by six feet (4' x 6') in dimension. Contractor may display public service announcements on two of the east-facing sides of the eight display cases. Contractor shall display only materials provided by the City or public service announcements on the six remaining east-facing sides. City shall have exclusive use of three additional display cases at least two feet by three feet. The displays under this section shall be consistent with the photograph of the Stonestown Station attached as Exhibit G.



EXHIBIT H

CONTRACTOR'S MAINTENANCE AND REPAIR DUTIES

High-Level Boarding Platforms, F-Line and Future E-Line Low Level Boarding Platforms

Contractor's duties for all High-Level platforms, F-Line and future E-Line low level boarding platforms will include maintenance, and if necessary, repair or replacement of damaged or destroyed Shelter or platform components, and as more particularly described below. **Contractor must notify SFMTA and obtain prior written approval for access to SFMTA tracks and other secured areas, and as required by the SFMTA's safety training guidelines.**

1. General cleaning of ramp and entire platform, including removal of litter. Cleanup of broken glass immediately upon notification; cordoning off of any hazardous area or condition.
2. Graffiti removal and repainting, using custom colors, as needed, of all railings on ramps, stairs, and on platforms.
3. Graffiti removal and repainting, using custom colors, as needed, from any ticket vending machines.
4. Graffiti removal and repainting, using custom colors, as needed, from bottom ten feet (10') of any utility pole mounted on or immediately adjacent to platform.
5. Graffiti removal and repainting, using custom colors, as needed, of any platform canopies, and canopy truss cantilever. Steam cleaning of any glass canopy roof, and the associated shadow casters for the Third Street platforms at each platform once a year during the months of June, July or August.
6. Graffiti removal, steam cleaning, as needed, of walking surfaces on the ramps, platforms, stairs, and paving inlays.
7. Prior to cleaning any art elements that have been vandalized (e.g., with graffiti), Contractor agrees to call SFMTA for instructions as to cleaning methods and repainting. SFMTA will consult with the Arts Commission prior to giving any instructions to Contractor. The maintenance and repair of the pole-mounted sculpture on the Third Street platforms is specifically excluded from the Contractor's maintenance and repair duties.
8. Replacement of damaged components and graffiti removal and repainting, using custom colors, as needed, from all platform signs and decals and signage connections, if any (SFMTA will provide decals), including, but not limited to, train directional, station identification, street direction.



9. Repair, replacement, graffiti removal and repainting, using custom colors, as needed, of platform lighting fixtures, including poles. Replacement of bulbs, as needed, for all platform lights and light poles.
10. Repair, replacement, graffiti removal and repainting, using custom colors, as needed, of seating.
11. Repair, replacement, graffiti removal and repainting, using custom colors, as needed, of platform windscreens, anti-graffiti shields, and glass panels. Note: SFMTA has a limited inventory of spares. Therefore, Contractor will have to purchase and install new windscreens, anti-graffiti shields, and glass panels if SFMTA spares are depleted.
12. Repair, replacement, maintenance and graffiti removal from any waste receptacles, and waste removal daily, if needed. NOTE: SFMTA has waste receptacles for all Third Street platforms but may not be able to install them because of security concerns.
13. Repair, replacement, graffiti removal and repainting, using custom colors, as needed, of all display cases, including, but not limited to, advertising, art, and SFMTA information display cases; where fiberglass art panels are contained in display cases, Contractor will clean the outside of the display cases only.
14. Graffiti removal, and repainting, using custom colors, as needed, of any video monitors, cameras, NextMuni, and other communications system equipment. Contractor will not be responsible to repair or replace such equipment.
15. Graffiti removal and repainting, using custom colors, as needed, of Third Street canopy “marquee” pole, as well as bulb replacement of “marquee pole” beacon light.
16. Minor repairs, graffiti removal and repainting, as needed, of any portions of platform or shelter not mentioned above.
17. Contractor is not responsible for the replacement and/or repair of the “Art Enrichment” components installed on the Platforms (see table below); however, if provided with replacement “Art Enrichment” components, Contractor will install them under the supervision of the Arts Commission and SFMTA.
18. Replacement and repair of damaged components of F-Line and E-Line Shelters within 14 days unless an extension is approved by the Executive Director/CEO or his/her representative.
19. Replacement and repair of damaged components of Platforms within 14 days unless an extension is approved by the Executive Director/CEO or his/her representative. SFMTA will provide a limited inventory of additional spares and color specifications. Therefore, Contractor will have to purchase and install new components if SFMTA spares are depleted.



Third Street Light Rail Art Enrichment Program

Platform Art Elements

Platform	Pole-mounted sculpture All stainless steel, except for Oakdale/Palou	Metal Canopy Shadowcaster Panels Stainless steel	Paving insets Various materials
4 th and King	Blue ball with horizontal spokes	Train tracks	Metal arc Stainless steel
Mission Rock IB & OB	Standard	None	Metal letters (SS)
South St. IB & OB	Helix, blue rotating cups	Helix	Metal letters (SS)
Mariposa IB & OB	Standard	None	Metal letters (SS)
20 th St. IB & OB	Flight-blue ball with metal rings	Birds	Metal (SS) birds in concrete circles
Kirkwood/La Salle	Flat stainless steel rectangles	Tools	Granite ship and sandblasted painted elements
Oakdale/Palou	Bronze double rectangles	Kente cloth	Granite circle and sandblasted and painted elements
Revere/Shafter	Flat stainless steel circle	Birds	Mosaic birds in concrete squares
Arleta	Standard	Leaves	Bronze trees in concrete circles
Sunnydale	Torchiere-stainless steel mesh, LED lights	Asian-inspired abstract	Granite circles-phases of the moon

IB -- Inbound
OB -- Outbound
SS -- Stainless Steel



EXHIBIT I



Gavin Newsom, Mayor
Fred V. Abadi, Ph.D., Director



Phone: (415) 554-6920
Fax: (415) 554-6944
TDD: (415) 554-6900
<http://www.sfdpw.com>

Department of Public Works
Office of the Director
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4645

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS**

ORDER NO. 177,160

The Director of Public Works will hold a Public Hearing on Wednesday, October 10, 2007 commencing at 9:00 a.m. in Room 400 of City Hall, located at 1 Dr. Carlton B. Goodlett Place, to consider the adoption of permitting and approval procedures related to the placement of transit shelters and advertising kiosks on the sidewalk.

Persons unable to attend the public hearing may submit written comments regarding the subject matter to the Bureau of Street-Use & Mapping, 875 Stevenson Street, Room 460, San Francisco, CA 94103, Attention: Dan McKenna. These comments will be brought to the attention of the hearing officer and made a part of the official public record.

Further information, if desired, on this matter may be obtained prior to the hearing at 875 Stevenson Street, Room 410, or by phoning Mr. McKenna at (415) 554-5520.

RECOMMENDED:

Barbara Moy, Manager
Bureau of St-Use & Mapping

APPROVED:

Fred V. Abadi, Ph.D.
Director of Public Works

Approved: September 26, 2007

Distribution

Return to B.S.M. - D. McKenna, Room 410, 875 Stevenson St., (1-signed)

Outside of B.S.M.

Dept. Files (2)
Sonali Bose
Bill Sanders

APPROVED: September 19, 2007
Fred V. Abadi, Ph.D. DIRECTOR

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"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement



**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
AMENDED ORDER NO. 177,159**

**REGULATIONS FOR ISSUING PERMITS TO INSTALL TRANSIT SHELTERS,
SIGNAL CONTROL COVERS AND KIOSKS IN THE PUBLIC RIGHTS-OF-WAY**

I. PURPOSE

- A. The City, through the SFMTA and the Port of San Francisco, has entered into an agreement that authorizes the Contractor to construct Transit Shelters, Signal Control Covers and Kiosks in the Public Rights-of-Way. The construction of these types of structures would normally require an excavation permit from the Department under Article 2.4 of the Public Works Code.
- B. The Department wishes to ensure that the installation of such structures in the Public Rights-of-Way will not impede travel, inconvenience property owners, unnecessarily interfere with views or create visual blight. The Department also wishes to assist the SFMTA by ensuring convenience and support for transit passengers and providing aesthetic covers to mask the SFMTA's existing signal control equipment.
- C. In order to address these concerns, rather than requiring Contractor to obtain excavation permits, the Department is adopting this Order to establish rules and regulations for Contractor to obtain Permits to install Transit Shelters, Signal Control Covers, and Kiosks.

II. DEFINITIONS

For purposes of this Order, the following terms, phrases, words, abbreviations, and other similar terms, when capitalized, shall have the meanings given herein:

- A. "Advertising" means information displayed on SFMTA Transit Shelters, Kiosks, Signal Control Covers that is commercial in nature. "Advertising" shall not include information displayed on SFMTA Transit Shelters, Signal Control Covers, or Kiosks such as City maps or other information of local interest, public service announcements, public art displays, and transit information (routes, schedules, fares, etc.).
- B. "Agreement" means the agreement between the City and Contractor to install and maintain Transit Shelters, Kiosks, Signal Control Covers, and other Structures, including Structures with advertising, in the Public Rights-of-Way and other public places.
- C. "Applicable Law" means all applicable federal, state, and City laws, ordinances, codes, rules, regulations, orders, standard plans and specifications, as the same may be amended or adopted from time to

- time. Where applicable, "Applicable Law" also means the requirements contained in any agreement between the City and Contractor.
- D. "Business Day" means any Monday through Friday that is not observed as an official holiday by the City.
 - E. "City" means the City and County of San Francisco.
 - F. "Completion Date" means a date set forth in a Permit to complete the construction permitted therein. Unless otherwise stated in the Permit, the Completion Date will be thirty (30) Days after the Start Date.
 - G. "Contractor" means any entity under contract with the SFMTA to provide, construct and maintain Transit Shelters, Signal Control Covers and Kiosks in the Public Rights-of-Way.
 - H. "Day" means any calendar day. For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. For the purposes hereof, if the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as an official holiday by the City, the time for performance shall be extended to the following Business Day.
 - I. "Department" means the Department of Public Works.
 - J. "Director" means the Director of the Department or his or her designee.
 - K. "Kiosk" means a free-standing structure that will be constructed in the Public Rights-of-Way by Contractor pursuant to the Agreement that may or may not display advertising. A Kiosk that displays advertising will be referred to as an "Advertising Kiosk."
 - L. "Order" means these Regulations for Issuing Permits for Transit Shelters, Signal Control Covers and Kiosks in the Public Rights-of-Way.
 - M. "Permit" means a permit issued under this Order as it has been approved, amended, or renewed by the Department.
 - N. "Placement Guidelines" means the guidelines set forth in Section XI.B of this Order.
 - O. "Public Rights-of-Way" means the area in, on, upon, above, beneath, within, along, across, under, and over the public streets, sidewalks, roads, lanes, courts, ways, alleys, spaces, and boulevards within the geographic area of the City in which the City now or hereafter holds any property interest, which is dedicated to public use.

- P. "SFMTA" means the San Francisco Municipal Transportation Agency.
- Q. "Signal Control Cover" means a structure to cover signal control equipment owned by SFMTA that may or may not display advertising. A Signal Control Cover that displays advertising will be referred to as an "Advertising Signal Control Cover."
- R. "Start Date" means a date set forth in a Permit to commence the construction permitted therein. Unless otherwise stated in the Permit, the Start Date will be one hundred and eighty (180) Days after the approval of a Permit application.
- S. "Transit Shelter" means a structure for use by transit passengers of the SFMTA that may or may not display advertising. A Transit Shelter that displays advertising will be referred to as an Advertising Transit Shelter.

III. PERMIT REQUIRED

Contractor shall apply for and obtain a Permit before installing a Transit Shelter, Signal Control Cover or Kiosk in the Public Rights-of-Way.

IV. PERMIT NOT REQUIRED

No Permit shall be required for Contractor to replace existing sign poles or install new sign poles at transit stops.

V. APPLICATION PROCESS

- A. An application for a Permit to install a Transit Shelter, Signal Control Cover or Kiosk shall be submitted to the Department.
- B. An application for a Permit to install a Transit Shelter, Signal Control Cover or Kiosk shall include:
 - 1. An application in the form to be provided by the Department, which shall contain the following information:
 - (a) Type of structure (include specification if not on file with the Department);
 - (b) Identification of proposed location of the structure;
 - (c) Recommendation by SFMTA as to location;
 - (d) Name, address, telephone number, facsimile number and electronic-mail address for Contractor's contact person; and
 - (e) Proposed Start and Completion Dates.

2. A location drawing of the structure in a twenty feet (20') to one inch (1") scale (20:1 scale) showing each of the following:
 - (a) Street name;
 - (b) Names of cross streets;
 - (c) Face of curb;
 - (d) Property lines;
 - (e) Distance from the face of the curb to face of the structure;
 - (f) Distance from face of the curb to the property lines;
 - (g) Distance from face of the curb to back of the structure;
 - (h) Locations and dimensions of existing above-ground street furniture (utility poles, bus shelters, fire hydrants, garbage receptacles, parking meters, etc) and distance from the proposed location of the structure;
 - (i) Locations and dimensions of existing underground utility facilities (vaults, manholes, handholds, meters, etc.); and distance from the proposed location of the structure;
 - (j) Distance from nearest cross street to the structure;
 - (k) Identification of the structure type and dimensions;
 - (l) Color of the structure;
 - (m) The proposed electrical service connections and foundation details (stamped and signed by an engineer registered with the State of California); and
 - (n) If applicable, the footprint of any existing Transit Shelter or Kiosk that is being replaced.

3. Photo-simulations of the structure in the proposed location showing each of the following:
 - (a) Front view of the structure;
 - (b) Side view of the structure; and
 - (c) View of the structure in relation to the nearest building or other structure.

4. If the application is for a Permit for a Transit Shelter or Kiosk, a statement, if applicable, that a hearing is not required because the proposed Transit Shelter or Kiosk: (a) is replacing an existing Transit Shelter or Kiosk; and (b) the location of the proposed Transit Shelter or Kiosk complies with the requirements of Section VI.D.

5. A statement whether Contractor is seeking a waiver of any of the Placement Guidelines, and if, so, the applicable Placement Guidelines.

6. A proposed notice for mailing and posting if notice is required under Sections VI or XI.C of this Order.
- c. The Department will process an application for a Permit to install a Transit Shelter, Signal Control Cover or Kiosk in the manner set forth below and as shown in Exhibit A attached hereto and incorporated herein by this reference:
1. If Contractor is not seeking a waiver of any of the Placement Guidelines, the Department will notify Contractor within three (3) Business Days after receipt of a Permit application whether the application complies with the Placement Guidelines.
 2. If the application does not comply with the Placement Guidelines, the Department will return the application to Contractor along with a written statement identifying any deficiencies in the application. Contractor may fix the application and resubmit it at any time or may request an exception to the Placement Guidelines under Section XI.C of this Order.
 3. If the Department notifies Contractor that a Permit application meets the Placement Guidelines, the Department will approve the Permit if no public notice is required under Sections VI.D, VI.E or VI.F of this Order. In all other instances, Contractor will notify the public of the application as required in Sections VI.A or VI.B of this Order.
 4. If Contractor is seeking a waiver of the Placement Guidelines, the Department will require Contractor to notify the public of the application as required in Section XI.C of this Order.

VI. PUBLIC NOTICE REQUIREMENTS

- A. If Contractor is filing an application for a Permit to install a Transit Shelter, Contractor shall post the notice of the application in conspicuous places within a one hundred foot (100') radius of the proposed location of the Transit Shelter and send the notice to:
1. Fronting business and property owners.
 2. The Department and the SFMTA.
- B. If Contractor is filing an application for a Permit to install a Signal Control Cover or a Kiosk, Contractor shall post the notice of the application in conspicuous places within a one hundred foot (100') radius of the proposed location of the facility and send the notice to:

1. All persons owning or occupying property within a one hundred and fifty foot (150') radius of the proposed location of the Signal Control Cover or Kiosk.
 2. Any neighborhood association identified by the Department of City Planning for any neighborhood within a one hundred and fifty foot (150') of radius of the proposed location of the Signal Control Cover or Kiosk.
 3. The Department and the SFMTA.
- c. The notice shall be in a form to be approved by the Department. At a minimum, the notice shall contain all of the following information:
1. A short statement describing the Transit Shelter, Signal Control Cover or Kiosk that is the subject of the Permit application.
 2. A photo-simulation of the Transit Shelter, Signal Control Cover or Kiosk that is the subject of the Permit application in the proposed location.
 3. A statement that a protest must be filed within twenty (20) Days of the date of the mailing/posting of the notice.
 4. Instructions for filing protests with the Department.
 5. The name, address, telephone number and electronic mail address of the Contractor's contact person.
 6. The name, address, telephone number and electronic mail address of the Department's contact person.
 7. The name, address, telephone number and electronic mail address of the SFMTA's contact person.
- d. The public notice and hearing requirements of this Section shall not apply to an application for a Permit to install a Transit Shelter or Kiosk if the proposed Transit Shelter or Kiosk will replace an existing Transit Shelter or Kiosk, provided that:
1. The new Transit Shelter or Kiosk will be placed on the same foundation as the existing structure (or on a new foundation within the same concrete flags as the existing structure); or

2. The new Transit Shelter or Kiosk is being placed in a different location because the location of the existing Transit Shelter or Kiosk does not fully comply with Applicable Law; and
 3. The proposed location of the new Transit Shelter or Kiosk complies with the Placement Guidelines.
- E. The public notice and hearing requirements of this Section shall not apply to an application for a Permit to install a Transit Shelter provided that:
1. All of the property within a one hundred foot (100') radius of the proposed location of the Transit Shelter is owned by the City; or
 2. The Transit Shelter is being installed at the request of a person or persons owning all of the property that is within a one hundred foot (100') radius of the proposed location of the Transit Shelter.
- F. The public notice and hearing requirements of this Section shall not apply to an application for a Permit to install a Signal Control Cover provided that:
1. The proposed Signal Control Cover will not increase the footprint of the existing signal control equipment beyond the concrete flags in which the equipment has been installed;
 2. The proposed Signal Control Cover is not an Advertising Signal Control Cover; and
 3. The proposed location of the Signal Control Cover complies with the Placement Guidelines.

VII. DEPARTMENT HEARING

- A. A protest will be timely if made by telephone electronic mail, or postmarked within twenty (20) Days of the date of the mailing or posting of the notice. Within three (3) Business Days of the Department's receipt of a protest, the Department shall notify the Contractor and SFMTA by electronic mail of such protest.
- B. If a protest is made, the Director will issue a notice scheduling a hearing for a date that is no later than twenty (20) Days after the date the protest was required to have been made.
- C. The hearing will be conducted in accordance with the following procedures:

1. The Director will appoint an impartial hearing officer to conduct the hearing. The hearing officer will be experienced in conducting proceedings of this kind.
 2. The hearing officer shall take evidence and testimony from the Department, SFMTA, Contractor, and any persons objecting to or supporting the application. If the hearing concerns an application for a Permit to install a Transit Shelter, the hearing officer shall give great weight to the testimony of the SFMTA concerning how the proposed Transit Shelter affects the convenience and necessities of transit riders.
 3. Within ten (10) Days after the hearing, the hearing officer will issue a report to the Director. In the report, the hearing officer will summarize the evidence and testimony and recommend that the Director either approve or deny the application. The hearing officer may also recommend changes to the location or installation of the structure as a condition of approval of the application. The Director may adopt, modify, or reject the hearing officer's recommendation.
 4. The Department will send a copy of the hearing officer's report to the SFMTA, the Contractor and any person who participated in the hearing.
- D. The hearing officer will base his or her recommendation, and the Director will base his or her determination, upon the following matters only:
1. Whether the proposed structure will unreasonably affect the convenience and necessities of the property owners and occupants in the immediate vicinity of the structure. With respect to Transit Shelters, the hearing officer shall consider whether the convenience and necessities of transit riders outweigh any inconvenience to property owners and occupants in the immediate vicinity of the structure.
 2. Whether Contractor could make any reasonable changes to the location or installation of the Transit Shelter, Signal Control Cover or Kiosk within the same frontage of the given address of the proposed location such that it will have less of an impact on the convenience and necessities of the property owners and occupants in the immediate vicinity of the structure.
 3. With respect to Transit Shelters or Kiosks, whether Contractor could install the structure in other acceptable locations consistent

with the Placement Guidelines that are preferable to the proposed location because use of such other acceptable locations will have less of an impact on the convenience and necessities of the property owners and occupants in the immediate vicinity of the structure.

- E. Within ten (10) Days after receipt of the hearing officer's recommendation, the Director will issue a final report in writing. The Director's final report shall include a determination whether the Director has approved or denied the application, or whether the Director will require Contractor to make reasonable changes to the location or installation of the structure as a condition of approval of the application. The Department will send a copy of the Director's final report to the SFMTA, the Contractor and any person who participated in the hearing.

VIII. ISSUANCE AND DURATION OF PERMIT

- A. The Department shall issue a Permit to install a Transit Shelter, Signal Control Cover or Kiosk:
 - 1. Within five (5) Business Days of the filing of the application that complies with the Placement Guidelines contained in Section XI of this Order, if no notice is required under Sections VI.A or VI.B of this Order.
 - 2. Within three (3) Business Days of the end of the twenty (20) Day notice and posting period if no protest has been made.
 - 3. Within three (3) Business Days of the Director's decision to approve the application issued under Section VII.E.
 - 4. Notwithstanding the requirements of Sections VIII.A.1 and VIII.A.2, in no event shall the Department be required to process more than ten (10) applications submitted by Contractor for Permits to construct Transit Shelters, Signal Control Covers, or Kiosks in any five (5) Business Days.
- B. Every Permit shall contain a Start Date and Completion Date. The Permit shall be void if Contractor does not begin construction by the Start Date and/or complete construction by the Completion Date. On written request from Contractor, the Director may extend the Start and/or Completion Dates. Such a written request must be made at least five (5) Business Days prior to the expiration of the applicable date and must explain why the work could not be started or completed by the Start and/or Completion Dates set forth in the Permit and specify the proposed new Start and/or Completion Dates. Any extension granted

by the Director may be subject to additional special conditions, including, but not limited to, conditions that ensure the timely start and completion of construction. The Director shall inform the Contractor and SFMTA of his or her decision to grant or deny a request for an extension within five (5) Business Days of the request.

- C. If Contractor fails to obtain a Permit extension under Section VIII.B and instead allows a Permit to lapse, Contractor must file an application for a new Permit and follow all of the applicable requirements of this Order.

IX. APPEAL OF PERMIT APPROVAL OR DENIAL

The Department's approval or denial of any Permit under this Order may be appealed to the Board of Permit Appeals pursuant to Section 4.106(b) of the City's Charter.

X. APPLICATION FEE AND REMITTANCE

- A. The fee for an application for Permit to install a Transit Shelter or Kiosk in a new location or a Signal Control Cover shall be three hundred and fifty dollars (\$350.00).
- B. The fee for an application for a Permit to install a new Transit Shelter or Kiosk in the same location as an existing Transit Shelter or Kiosk shall be one hundred dollars (\$100.00). However, if public notice is required because the exceptions contained in Sections VI.D, VI.E or VI.F are inapplicable, or if inspections or related work is required for Permit review, then the regular fee of three hundred and fifty dollars (\$350.00) will be required.
- C. Contractor shall remit the application fee to the Department along with the application.

XI. PLACEMENT GUIDELINES

- A. The Department will not issue a Permit for a Transit Shelter, Signal Control Cover or Kiosk if the proposed location of the facility does not conform to all Applicable Law, including all applicable State, Federal and Local accessibility codes and regulations.
- B. Except as otherwise stated, the following Placement Guidelines shall apply to any location chosen for a Transit Shelter, Signal Control Cover or Kiosk:
 - 1. A Transit Shelter, Signal Control Cover or Kiosk shall not obstruct pedestrians. A minimum of four feet (4') of pedestrian clearance

(free of all obstacles for a clear path of travel, unobstructed pedestrian walkway) shall be maintained at all times.

2. A Transit Shelter, Signal Control Cover or Kiosk shall not intrude on pedestrian "clear zones" at street corners.
3. A Transit Shelter, Signal Control Cover or Kiosk shall be set back a minimum of five feet (5') from the edge of a crosswalk.
4. A Transit Shelter, Signal Control Cover or Kiosk shall be set back a minimum of eighteen inches (18") from the face of the curb.
5. A Transit Shelter, Signal Control Cover or Kiosk shall be set back a minimum of eight feet (8') from any fire escape and/or fire exit.
6. A Transit Shelter, Signal Control Cover or Kiosk shall be set back a minimum of five feet (5') from any fire hydrant, driveway, curb ramp, or blue zone parking space.
7. A Transit Shelter, Signal Control Cover or Kiosk shall be set back a minimum of forty inches (40") from any other above-ground structure not otherwise specified herein including, but not limited to, street light poles, parking meters, trees, etc.
8. A Signal Control Cover that displays advertising or an Advertising Kiosk shall be set back a minimum of sixty feet (60') from a Transit Shelter.
9. An Advertising Transit Shelter, Advertising Signal Control Cover or Advertising Kiosk shall be set back a minimum of five feet (5') from any certified street artist's designated area per list to be provided by the Department.
10. An Advertising Transit Shelter, Advertising Signal Control Cover or Advertising Kiosk shall be set back a minimum of sixty feet (60') from any public art work under the jurisdiction of the Arts Commission of San Francisco, except for public art on kiosks, per the San Francisco Civic Art Collection published by the Arts Commission of San Francisco, unless otherwise authorized by the Arts Commission, or its designee.
11. A Transit Shelter, Signal Control Cover or Kiosk shall not be placed over any storm drain or utility facility, except that Signal Control Covers may be placed over signal control equipment.

12. A Transit Shelter, Signal Control Cover or Kiosk shall not obstruct the view by the public of any traffic sign, wayfinding sign, traffic signal, or informational structure.
 13. Advertising Kiosks shall be placed at least one hundred fifty feet (150') apart on any block face on Market Street.
 14. Advertising Kiosks shall be placed at random, rather than in a fixed, predictable pattern.
- C. Contractor may request waiver of the Placement Guidelines. Such a request will be considered at a hearing to be conducted by the Department in accordance with Section VII of this Order. The Department may issue the Permit if the Department finds after the hearing that granting an exception to the Placements Guidelines for the particular Transit Shelter, Signal Control Cover or Kiosk is in the public interest. The Department shall require Contractor to issue a public notice under Sections VI.A and VI.B of this Order if a Permit application includes a request for an exception to the Placement Guidelines. The exceptions to the public notice requirement contained in Sections VI.D, VI.E or VI.F of this Order shall not apply to a hearing required under this Section.

XII. CONSTRUCTION REQUIREMENTS

- A. Contractor shall obtain the required permits, if any, from regulating agencies of the State of California.
- B. Contractor shall contact the Department of Parking and Traffic for traffic requirements prior to beginning construction.
- C. Contractor shall conduct its construction operations in accordance with the requirements of Article 11 of the City's Traffic Code.
- D. Contractor shall call Underground Service Alert (telephone number 1-800-277-2600) 48 hours prior to any excavation.
- E. Contractor shall be solely responsible for any damage to existing facilities.
- F. Contractor shall comply with all applicable City specifications and regulations including those contained in Article 2.4 of the City's Public Works Code and Department Order No. 171, 442.

XIII. DEPOSIT

Contractor shall submit and maintain with the Department a bond, cash deposit, or other security acceptable to the Department securing the faithful performance of the obligations of Contractor and its agent under any Transit Shelter, Signal Control Cover or Kiosk Permit issued under this Order. The deposit shall be in the sum of twenty-five thousand (\$25,000) in favor of the "Department of Public Works, City and County of San Francisco." If the Director has deducted any amounts from such a deposit pursuant to this Order, Contractor must restore the full amount of the deposit prior to the Department's issuance of a subsequent Permit.

XIV. OTHER REQUIREMENTS

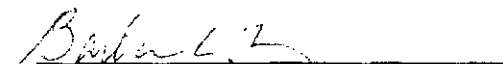
- A. Contractor's use of the Public Rights-of-Way shall be subordinate to any prior lawful occupancy and the continuing right of the City to use and occupy the Public Rights-of-Way, or any part thereof, exclusively or concurrently with any other person or persons, and further subject to the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, franchises and claims of title which may affect the Public Rights-of-Way.
- B. Contractor shall not place a Transit Shelter, Signal Control Cover or Kiosk in the Public Rights-of-Way in a manner that is inconsistent with the City's Public Works Code, the rules, regulations, orders, and standard plans and specifications issued by the Department, other Applicable Law; provided that if any of the above provisions is inconsistent with this Order, this Order shall take precedence.
- C. When required to ensure the public health, safety or welfare, Contractor shall, at its own cost and expense, temporarily or permanently remove, relocate, adjust, and/or support a Transit Shelter, Signal Control Cover or Kiosk, or any part thereof, to such other locations in the Public Rights-of-Way, in such manner as appropriate and as may be approved by the City in writing and in advance, or otherwise required by the City. The City may not unreasonably withhold its approval of any plan for removal, relocation, adjustment, and/or support of a Transit Shelter, Signal Control Cover or Kiosk ordered pursuant to this Section. Such removal, relocation, adjustment, and/or support shall be completed within the time and manner prescribed by the City; however, where feasible the City may require Contractor to follow the procedures set forth in this Order to obtain a new location for a Transit Shelter, Signal Control Cover or


Kiosk. If Contractor does not remove, relocate, adjust, and/or support a Transit Shelter, Signal Control Cover or Kiosk in the manner and time prescribed by the City, the City shall take all reasonable, necessary, and appropriate action, including removing the Transit Shelter, Signal Control Cover or Kiosk, and may charge Contractor the reasonable costs actually incurred including, but not limited to, administrative costs.

- D. Whenever the City requires Contractor to remove, relocate, adjust, and/or support a Transit Shelter, Signal Control Cover or Kiosk to ensure the public health, safety or welfare, Contractor shall, after such work is complete, at its own cost and expense, promptly restore the Public Rights-of-Way in accordance with Applicable Law. If Contractor fails to restore the Public Rights-of-Way in accordance with Applicable Law, the City shall have the option to perform or cause to be performed such restoration in such manner as the City deems expedient and appropriate on behalf of Contractor and charge the actual costs incurred including, but not limited to administrative costs, to Contractor.
- E. Upon the receipt of a demand for payment by the City, Contractor shall reimburse the City for any costs incurred by the City to remove a Transit Shelter, Signal Control Cover or Kiosk or to restore the Public Rights-of-Way.
- F. The Department will not take any action that is authorized or required under this Section without first notifying and consulting with the SFMTA.

RECOMMENDED:

APPROVED:


Barbara Moy, Bureau Manager
Street-Use and Mapping


Fred V. Abadi, Ph.D. Bureau of
Director of Public Works

Dated: September 26, 2007

Dated: September 26, 2007

Distribution
Return to B.S.M. - D. McKenna, Room 410, 875 Stevenson St., (1-signed)
Outside of B.S.M.
Dept. Files (2)
Sonali Bose, MTA



EXHIBIT J
MTA Advertising Policy
Effective October 16, 2007

Advertising on Municipal Transportation Agency ("MTA") property, or as authorized under any contract with the MTA, constitutes a nonpublic forum. No such advertisement shall:

- be false, misleading or deceptive;
- concern a declared political candidate or ballot measure scheduled for consideration by the voters in an upcoming election, or an initiative petition submitted to the San Francisco Department of Elections;
- appear to promote the use of firearms;
- be clearly defamatory;
- be obscene or pornographic;
- advocate imminent lawlessness or violent action;
- promote alcoholic beverages or tobacco products;
- infringe on any copyright, trade or service mark, title or slogan;

In addition, all advertisements on MTA property or as authorized under any MTA contract shall include the following language: "The views expressed in this advertisement do not necessarily reflect the views of the San Francisco Municipal Transportation Agency."

Any pilot programs or experimental advertisements must be submitted and approved by the MTA Executive Director/Chief Executive Officer at least sixty (60) days prior to implementation.

This policy shall be effective upon adoption but shall not be enforced to impair the obligations of any contract in effect at the time of its approval. It shall be incorporated into any new contract for advertising on MTA property including any new contract for advertising on transit shelters effective on or after December 7, 2007.

The MTA Board of Directors reserves the right to amend this policy at any time with written notice to any affected advertising contractor.

MTA contracts granting advertising rights shall include this Policy as an attachment and must require the following:

- The contractor must comply with the advertising standards set forth in this Policy, as they may be amended from time to time.
- The contractor must display only those advertisements that are in compliance with this Policy.
- The contractor must promptly remove any advertisements that are in violation of this policy upon written demand by the MTA Executive Director/Chief Executive Officer, in conformity with state and federal law.

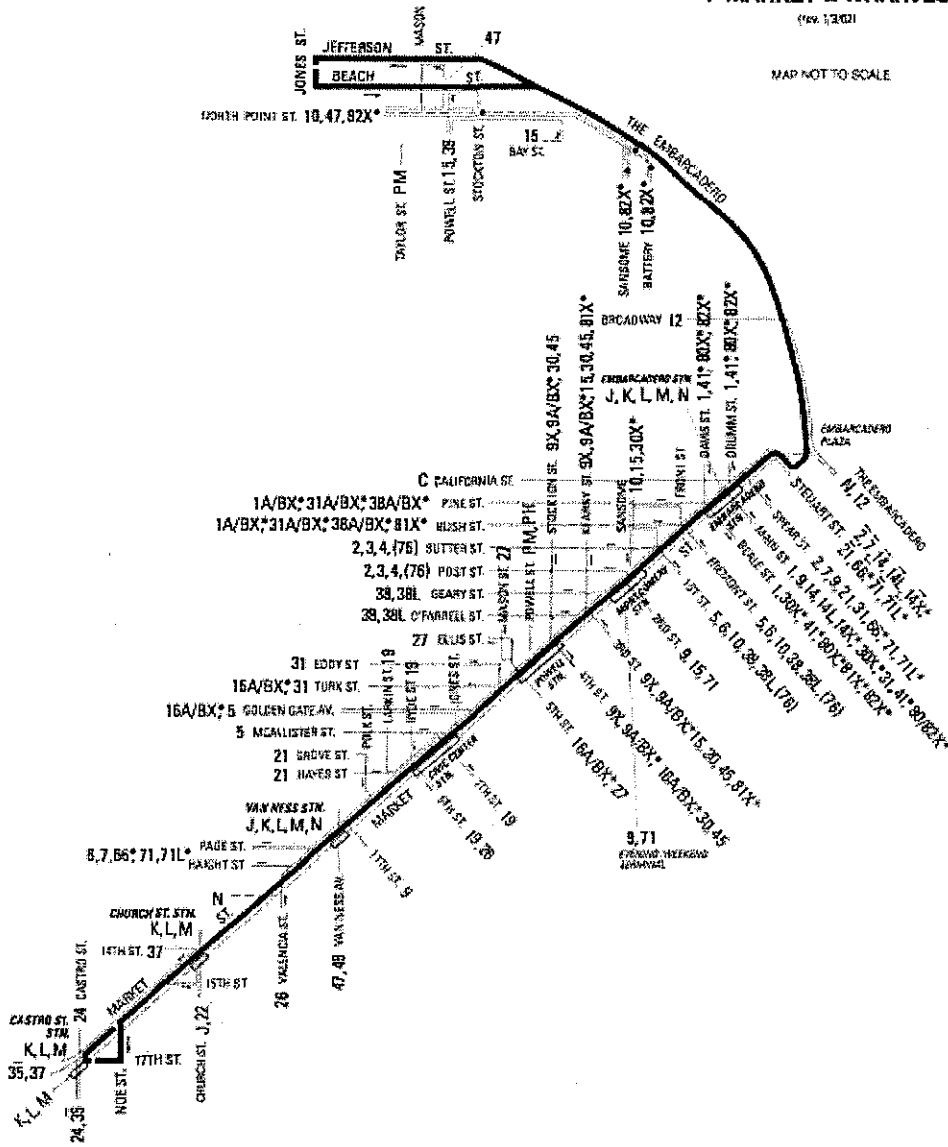


EXHIBIT K

LINE F MARKET & WHARVES

(Rev. 1/3/01)

MAP NOT TO SCALE



* WEEKDAY PEAK HOURS ONLY
(76) - SUNDAYS, HOLIDAYS ONLY



EXHIBIT L

NextBus Specifications

Overall Matrix	96 x 16
LEDs per Pixel	One
Pixel Pitch	4.58 mm Horizontal and Vertical
LED Color	Amber
LED Type	Surface Mount
Viewing Angle	70 degrees from center 16 degree downward tilt to display face
Brightness Level	Photoelectric Light Sensors
AC Units	400 mcd/led, 19,069 NITs
DC Units	150 mcd/led, 7,140 NITs
Height of characters	1.26 or 2.9"
Communication	RS 232 via Next Bus radio equipment
Messaging	Alpha / Numeric
Message entry & exit	Cascade, Flash, Jump, Open, Scroll Left, hold
Controller	On Board Mobile Radios and controller
Housing	Welded Aluminum Powder Coat Black Paint, RAL 9005 NEMA Type 4 UL Approved
Display Face	5mm GE Polycarbonate Lens with anti-glare and UV filter
Servicing	Front Access via hinged door and display plate
Dimensions	8" (H) x 23.62" (L) x 7.63" (D)
Approx. Weight	25 lbs.
Power	
AC Units	120 V AC, 55 Watts
DC Units	12 V DC, 45 Watts
Mounting	Custom Bracketing
Misc:	Talking Sign IR LEDs Conformal Coated PCBs Tamperproof Mounting Hardware Cam Lock Hinged Door



EXHIBIT M

SAN FRANCISCO GIS DATA LICENSE AGREEMENT

THIS AGREEMENT, effective [insert date] is executed between the City and County of San Francisco, a chartered City, "CCSF" or "Licensor," and Clear Channel Outdoor, Inc., a Delaware corporation, "Licensee," residing or with a principal place of business at 555 12th Street, Suite 950, Oakland, California 94607.

**SECTION I
DEFINITIONS**

A. The term "MTA GEOSPATIAL DATA" or "MTA GeoData" includes, but is not limited to: 1) transit stop point location data including attribute data sets, 2) transit route and transit pattern line data for San Francisco Municipal Railway operated diesel bus, trolley bus, light rail, historic streetcar rail, and cable car service including attribute data sets, and 3) as well as additional geometric and attribute data sets, based on the above layers developed by the City and County of San Francisco.

B. The term "DISTRIBUTE" or "DISTRIBUTION" shall mean remarket, sublicense, give away, trade, sell, barter, disclose, transfer, lease, assign, disseminate, copy or otherwise provide third party access to the GIS, or to any copy, modification or derivative version of the GIS.

C. The term "GEOGRAPHIC INFORMATION SYSTEM" or "GIS" shall mean the computer mapping system containing: 1) the MTA GeoData (including all digital information and codes entered thereon by the City of San Francisco), 2) object files of software and/or any data in any format used to facilitate access to and manipulation of the MTA GeoData, 3) the Documentation accompanying GIS, 5) any other confidential information marked "confidential," "privileged" or "proprietary" relating to GIS and not a public record under Chapter 67 of the San Francisco Administrative Code, and 6) any copies, manipulated, modified or derivative versions or any updates of any or all of the foregoing items. "GIS" does not include output of the GIS, including spreadsheet files, database files, text files engineering or environmental document drawings and exhibits that are based on the GIS and auxiliary application programs that are appurtenant to GIS, except to the extent that such output is exempt from public disclosure under Chapter 67 of the San Francisco Administrative Code.

**SECTION II
LICENSE GRANTED**

A. CCSF hereby grants Licensee a perpetual, nontransferable and nonexclusive license to use the GIS in the normal course and scope of Licensee's business, subject to the terms and conditions stated in this Agreement. The license granted hereunder does not include any right to sublicense or otherwise distribute GIS.

B. The license granted in this Agreement shall be effective from the date of delivery of the GIS, and shall remain in force indefinitely, unless earlier terminated as set forth in Section IV of this Agreement.



C. During the term of this Agreement, subject to the license granted hereunder, the City and County of San Francisco shall retain all right, title and interest in the GIS, and in all copies, modifications and derivatives of works or versions of the GIS prepared by the Licensee. This Agreement shall not be deemed to grant Licensee any title or right to Licensor's patents, copyrights, trade secrets, or other intellectual properties.

SECTION III CONDITIONS OF LICENSE

A. Licensee shall not Distribute any part of the GIS except as authorized by this Agreement. The GIS shall only be used on or copied onto Licensee's own computer equipment. Licensee may not make copies of, modify or make derivative versions of the GIS except as expressly authorized in writing by Licensor. Licensee shall be entitled to make a backup copy of the GIS for legitimate archival purposes only.

B. Licensee acknowledges and agrees with claims by the City and County of San Francisco that:

(1) The GIS contains valuable proprietary information, and;

(2) Any unauthorized Distribution of the GIS would i) substantially diminish the value to Licensor of the copyrights and other proprietary interests that are the subject of this Agreement, ii) render Licensor's remedy at law for such unauthorized Distribution inadequate, and iii) cause irreparable harm to the City and County of San Francisco. If Licensee breaches any of its obligations with respect to the use of the GIS, Licensor shall be entitled to equitable relief to protect its interests therein, including but not limited to preliminary and permanent injunctive relief, and Licensee waives any requirements that a bond be posted in connection therewith.

C. Licensee understands and agrees that only the Licensor can authorize Distribution of the GIS. Licensee agrees not to Distribute or allow Distribution of the GIS without express written authorization from Licensor.

D. Licensee agrees to immediately notify the Licensor of any improper GIS use or Distribution which occurs as a result of Licensee's activities.

E. Licensee shall include and maintain Licensor's copyright notices, trademark notices, and other proprietary legends on all copies of the GIS, including modified or derivative versions prepared by the Licensee. All GIS printouts shall bear the following notice, provided, that in the event Licensee fails insert any such notice as required hereunder, upon discovery by Licensee or Licensor, Licensee shall have such reasonable period of time to promptly correct such failure to so insert such notice and shall thereupon inform Licensor of its action.:

Reproduced with permission granted by the City and County of San Francisco. This map is copyrighted by the City and County of San Francisco. It is unlawful to copy or reproduce all or any part thereof without the prior written permission of the City and County of San Francisco.



The City and County of San Francisco does not guarantee the accuracy, adequacy, completeness or usefulness of any information. The City and County of San Francisco provides this information on "as is" basis without warranty of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and assumes no responsibility for anyone's use of the information.

F. Licensee shall be entitled to use modifications and upgrades to GIS provided to Licensee by Licensor as part of Licensor's ongoing maintenance of the GIS. Unless otherwise specified by Licensor, any such modifications and upgrades of the GIS shall automatically be deemed included within the definition of the term "GIS" and shall be subject to the terms and conditions of this license and shall be the sole property of Licensor. Licensor shall be under no obligation to make modifications that may be required for Licensee specific needs.

G. Licensee agrees that only Licensor shall have the right to alter, maintain, enhance, or otherwise modify the GIS. Licensee shall not disassemble, decompile, or reverse engineer the GIS.

SECTION IV DELIVERY AND TERMINATION

A. Licensee hereby acknowledges receipt and accepts delivery of the GIS. Licensee understands and agrees that the GIS is designed to operate only with specific computer equipment and software, all of which must be supplied and installed by the Licensee. Licensee is responsible for installation of the GIS on Licensee's computer equipment and for training its employees in use of the GIS and any required software.

B. This Agreement shall become effective upon the date of delivery of GIS to Licensee, and shall remain in effect until terminated. This Agreement may be terminated by either party upon notice if the other party breaches any material term or condition of this Agreement and fails to remedy the breach within sixty (60) days after being given notice thereof; provided, however, that if such breach cannot be cured within such sixty (60) day period, but the breaching party commences to effect a cure within such sixty (60) day period and diligently pursues such cure, the breaching party shall have so much time as is reasonable and necessary to cure such default. Upon termination of this Agreement, any rights granted to Licensee shall cease.

C. In the event of termination of this Agreement, Licensee shall within fifteen (15) days of termination remove all copies of the GIS from Licensee's computer equipment, including any backup copies. Licensee acknowledges that its failure to comply with the obligations of this section IV(C) will constitute unauthorized use of the GIS, entitling Licensor to equitable relief under section III(B) above.

SECTION V LIMITATION OF WARRANTIES



A. CCSF warrants that it is the owner of the GIS. This express warranty of title replaces all other warranties, expressed or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose, and is made exclusively to and for the Licensee. Licensor does not warrant that GIS will be error-free after Licensee's installation.

B. The GIS contains information and data compiled and processed by Licensor and third parties. Licensor makes no representation or warranty that the information and data contained in the GIS is accurate, true or correct. In accepting delivery of the GIS, Licensee understands and agrees that the data contained therein is subject to error, and cannot be relied upon without verification or site inspection.

SECTION VI LIMITATION OF LIABILITY & INDEMNITY

A. In the event that the GIS fails to operate as described in the Licensor's published specifications due to a reproducible defect, Licensor's total liability and Licensee's sole remedy shall be limited to, at Licensor's option, replacement of the GIS or refund of any amounts paid for the License under this Agreement. In no event shall CCSF be liable for any of Licensee's incidental, consequential or special damages (including without limitation, loss of use, time or data, inconvenience, commercial loss, lost profits or savings, or the cost of computer equipment and software), to the full extent that such may be disclaimed by law, or for any claim against Licensee by any third party. In no event shall Licensor be liable for any claim, including claims by third parties, for loss or damages arising from erroneous data or information contained in the GIS.

B. Licensor shall have no liability or obligation with respect to any derivative product or other modifications of the GIS by Licensee. If any claim is asserted by a third party that, as a result of such derivative products or modifications by Licensee, the GIS as so modified infringes an intellectual property right of the third party, Licensee shall indemnify Licensor with respect to all costs or damages resulting from such claim, including attorney's fees, and any judgment that may be awarded against Licensor to the extent based on such derivative product or modification.

C. Licensee will defend, indemnify, and hold harmless CCSF, together with any and all of CCSF's agents and employees, from and against any and all claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees) of any kind whatsoever for injuries to or death of any person (including, but not limited to, employees of CCSF arising out of the GIS, including any subsequent modifications, updates or enhancements to the MTA GeoData) resulting from the negligence or intentional acts of the Licensee, whether or not the negligence of CCSF caused or contributed to said injury or death. This paragraph shall survive the termination or expiration of this Agreement. Licensor will defend, indemnify, and hold harmless Licensee, together with any and all of Licensee's agents and employees, from and against any and all claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees) of any kind whatsoever resulting from Licensor's infringement of any copyright, trademark, patent or other intellectual property right of any third party in connection with the grant of license hereunder.



SECTION VII
GENERAL PROVISIONS

A. This Agreement shall be governed by and interpreted under the law of the State of California without regard to conflict of laws provisions. Any dispute arising out of this Agreement shall be subject to the exclusive venue of the state and federal courts within the Northern District of California, and the parties hereby consent to the venue and jurisdiction of such courts.

B. This Agreement may not be assigned or otherwise transferred, nor, except as expressly provided herein, may any right or obligation hereunder be assigned or transferred to any third party by either party without the prior written consent of the other party hereto.

C. No modification to this Agreement, nor any waiver of any rights, shall be effective except by an instrument in writing executed in the same manner as this Agreement, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

D. All notices or other communications under this Agreement shall be delivered by first class mail to:

Licensor:

San Francisco Municipal Transportation Agency
Real Estate Division
One South Van Ness Ave. 7th floor
San Francisco, California 94103
Fax: (415) 701-4341

Licensee:

Clear Channel Outdoor – San Francisco Division
555 12th Street, Suite 950
Oakland, California 94607
Attention: President – San Francisco Division

E. This Agreement and its attachments contain the entire Agreement and understanding between the parties with respect to the subject matter hereof and merges and supersedes all prior agreements, understanding and representations. In no event will any additional terms or conditions on a purchase order be effective unless expressly accepted by Licensor in writing.

F. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.



G. The failure of either party to enforce at any time any of the provisions of the Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way effect the validity of either party to enforce each and every such provision thereafter.

H. Tropical hardwoods. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

I. The terms and provisions of this Agreement shall be governed by and be subject to the provisions of the Charter of the City and County of San Francisco as in effect on the date of execution hereof.

IN WITNESS WHEREOF, the undersigned are duly authorized to execute this Agreement on behalf of the City and the Licensee.

CITY

Recommended by:

Municipal Transportation Agency

Approved:

Executive Director/CEO
Municipal Transportation Agency

Approved as to Form:

Dennis J. Herrera
City Attorney

By _____
Deputy City Attorney



EXHIBIT N
SFMTA SBE FORM No. 4
SUBCONTRACTOR PARTICIPATION DECLARATION

(To be submitted by the prospective prime contractor or subcontractor, as appropriate, to the Contract Compliance Office no later than 4:00 p.m. on the fifth business day following bid opening)

(Name and Title)
declares as follows: That contingent upon award of _____,
(Name of Project)
_____ will award subcontracts or pursue
(Name of Prime Contractor)
orders to the following Small Business firms: (If the firm is a joint venture, you must attach a copy of the joint venture agreement.)

Name and Address of SBE	SBE Certified (Type)	Lic. #	Gender		Ethnicity	Type of Work (Describe)	\$ Amount of Sub-Contract	% of Contract
			M	F				

Total dollar value of SBE work: \$ _____ = _____ % of SBE Participation
Total dollar of Bid Price \$ _____

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.

Owner or Authorized Representative (Signature) Dated: _____

END OF FORM



EXHIBIT N

SFMTA SBE FORM No. 5

SMALL BUSINESS ENTERPRISE ACKNOWLEDGMENT DECLARATION

Every listed SBE subcontractor or supplier (including lower tier subcontractors) must submit the completed declarations to the apparent low Bidder. The apparent low Bidder shall submit completed declarations and copies of the subcontractors' or suppliers' bid quotations directly to the Contract Compliance Office no later than 4:00 p.m. on the fifth business day following bid opening.

(Owner or Authorized Representative and Title)

declares that _____ will award a
(Name of Prime Contractor)

subcontract in the amount of \$ _____, or a purchase order in the
amount of \$ _____ to _____
(Name of your firm)

License No. _____ Nature of work to be performed by SBE: _____

FORM OF OWNERSHIP FOR SMALL BUSINESS ENTERPRISE

Sole Proprietorship _____ Partnership _____ Joint Venture _____
Corporation _____ Limited Liability Partnership _____ Limited Liability Corporation _____
Type of SBE Certification _____

LIST OWNERS

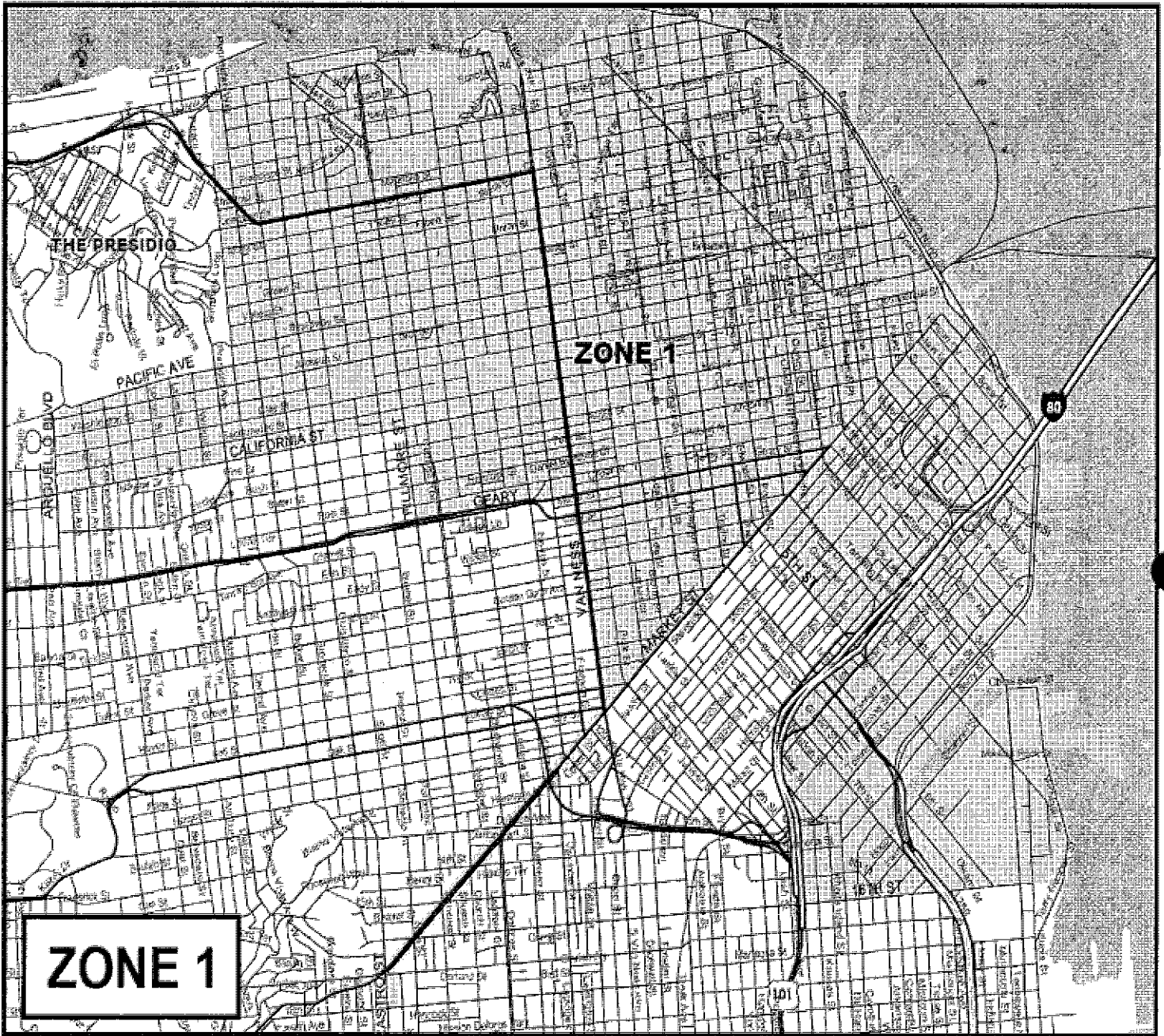
Name _____ Ethnicity* _____ Gender _____ % of Ownership _____
Name _____ Ethnicity* _____ Gender _____ % of Ownership _____
Name _____ Ethnicity* _____ Gender _____ % of Ownership _____
Name _____ Ethnicity* _____ Gender _____ % of Ownership _____

Percentage of SBE Stockholders: _____

*Ethnic Codes: AI/AN = American Indian or Alaskan Native, A/PI = Asian or Pacific Islander, B = Black, F = Filipino, H = Hispanic, and W = White.



EXHIBIT O



SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 210302-027

WHEREAS, The Transit Shelter Advertising Agreement (Agreement) between the City and Clear Channel Outdoor, Inc. (Clear Channel) began on December 10, 2007, and continues for a term of 15 years, plus one five-year option to extend at the City's sole discretion; and

WHEREAS, Due to the impacts from the COVID-19 pandemic, which have had, and continue to have, an unprecedented and material adverse effect on Clear Channel's ability to generate revenue from advertising, Clear Channel approached the SFMTA for reductions in certain payments due to the City under the Agreement; and

WHEREAS, The proposed First Amendment (Amendment) to the Clear Channel contract provides for reductions in Minimum Annual Guarantee (MAG) payments from May 1, 2020 through June 30, 2022, and in administrative and marketing payments; and

WHEREAS, By entering into the Amendment, the SFMTA will help to ensure that the SFMTA and the City will receive reduced, but still substantial, financial benefits during fiscal years 2021 and 2022, plus all of the other benefits provided in the Agreement; and

WHEREAS, The Amendment will also help Clear Channel to survive and preserve jobs, as well as continuing its critical services for the SFMTA and its customers, including maintaining the transit shelters, boarding platforms, and advertising kiosks; and

WHEREAS, Clear Channel has performed satisfactorily in fulfilling the requirements of the Agreement; and

WHEREAS, On February 10, 2021, the SFMTA, under authority delegated by the Planning Department, determined that the First Amendment to the Transit Shelter Advertising Agreement with Clear Channel Outdoor, Inc., is not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference; and

WHEREAS, If approved by the SFMTA Board, the Amendment will be submitted to the Port Commission and Board of Supervisors for final approval; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute the First Amendment to the Transit Shelter Advertising Agreement with Clear Channel Outdoor, Inc., to reduce the minimum annual guarantee payments, as well as administrative and marketing payments, from May 1, 2020 through June 30, 2022, due to the impacts from the COVID-19 pandemic; and be it

FURTHER RESOLVED, That the SFMTA Board of Directors recommends this matter to the Port Commission and the Board of Supervisors for its approval.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of March 2, 2021.

Caroline Celaya

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. 07-149

WHEREAS, The City entered into a Transit Shelter Advertising Agreement in 1987, which is due to expire in December 2007; and

WHEREAS, On January 16, 2007, the Board of Directors adopted Resolution No. 07-011, which authorized the San Francisco Municipal Transportation Agency (SFMTA) to advertise a Request for Proposals (RFP) for a new Advertising Transit Shelter Agreement; and

WHEREAS, The SFMTA issued the RFP on February 1, 2007, and received three proposals; and

WHEREAS, After a thorough evaluation process, Clear Channel Outdoor, Inc. ("Clear Channel") emerged as the highest-ranked proposer; and

WHEREAS, On June 19, 2007, the SFMTA Board adopted Resolution No. 07-097, which authorized the Executive Director/CEO to enter into negotiations for a new Transit Shelter Advertising Agreement with Clear Channel; and

WHEREAS, The new Transit Shelter Advertising Agreement ("Agreement") proposed by staff for approval by the Board of Directors represents the results of the negotiations between SFMTA and Clear Channel; and

WHEREAS, The San Francisco Planning Department has determined that the replacement of existing transit shelters and kiosks proposed in the Agreement is exempt from environmental review as a Class 2 Categorical Exemption, and the Board of Directors will consider approval of the locations of the new transit shelters and kiosks proposed in the Agreement following any further required environmental review; and

WHEREAS, The Agreement is for a 15-year term, with an option for an additional five years; and

WHEREAS, If approved by the Board of Directors, the new Transit Shelter Advertising Agreement will be submitted to the San Francisco Port Commission and the San Francisco Board of Supervisors for approval; and

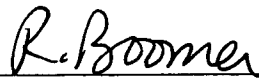
WHEREAS, The SFMTA has received extensive input from the public on the proposed designs, and these comments will be considered in the final decisions on designs required to be approved by the Arts Commission; and

WHEREAS, The Executive Director/CEO recommends that the SFMTA Board authorize the Executive Director/CEO to execute a new Transit Shelter Advertising Agreement with Clear Channel in a form substantially as presented to the SFMTA Board; now, therefore, be it

RESOLVED, That the Board of Directors authorizes the Executive Director/CEO to execute a new Transit Shelter Advertising Agreement with Clear Channel to provide design, installation, maintenance and repair of 1,100 to 1,500 transit shelters and up to 150 kiosks plus required payments to SFMTA for a 15-year term with an option for an additional five years, in a form substantially as presented to this Board; and be it

FURTHER RESOLVED, That the SFMTA Board recommends this matter to the Board of Supervisors for its approval.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of SEP 04 2007.




Secretary, Municipal Transportation Agency Board



MEMORANDUM

April 23, 2021

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Willie Adams, Vice President
Hon. John Burton
Hon. Gail Gilman
Hon. Doreen Woo Ho

FROM: Elaine Forbes
Executive Director 

SUBJECT: Proposed contract amendment to the Transit Shelter Advertising Agreement with the San Francisco Municipal Transportation Agency and Clear Channel Outdoor, Inc. to reduce the minimum annual guarantee payments, and administrative and marketing payments, from May 1, 2020 through June 30, 2022, due to the impacts from the COVID-19 pandemic.

DIRECTOR'S RECOMMENDATION: Approved Attached Resolution No. 21-22

EXECUTIVE SUMMARY

The Transit Shelter Advertising Agreement (Agreement) between the San Francisco Municipal Transportation Agency (SFMTA), Clear Channel Outdoor, Inc. (Clear Channel), and the Port of San Francisco requires Clear Channel to provide and maintain transit shelters throughout the City including on Port property in exchange for the right to display advertising panels and collect advertising revenues. The Agreement includes provisions for distribution of a portion of the revenues to SFMTA and the Port, which began on December 10, 2007, and continues for a term of 15 years, plus one five-year option to extend at the City's sole discretion. To date, Clear Channel has performed satisfactorily in fulfilling the requirements of the Agreement.

The COVID-19 pandemic has had, and continues to have, an unprecedented and material adverse effect on Clear Channel's ability to generate revenue from advertising with revenues dropping 60-88% from April 2020 to January 2021. Clear Channel approached the SFMTA for reductions in certain payments due under the Agreement. The SFMTA and Clear Channel negotiated an amendment to the Agreement which provides for changes in Minimum Annual Guarantee (MAG) payments to SFMTA and

THIS PRINT COVERS CALENDAR ITEM NO. 9A

the Port from May 1, 2020 through June 30, 2022, and in certain administrative and marketing payments. The SFMTA Board approved a First Amendment to the Agreement on March 2, 2021, and the SFMTA and Clear Channel now seek Port approval of the First Amendment to the Agreement.

Of the 1706 transit shelters in the City, 44 or 2.58% of the total are located on Port property. The current Agreement provides for a MAG payment and if an income threshold is achieved, a revenue share of 55%. Since inception of the Agreement the revenue share has never been reached. The proposed amendment would provide a reduced MAG payment and again the ability for a revenue share, covering the period from May 1, 2020 through June 30, 2022. The Port anticipated about \$1,340,000 in advertising revenues over this period per the existing Agreement. Per the proposed amendment revenues would be reduced to \$702,064, or a decrease of about \$638,000 due to the impacts from the COVID-19 pandemic. Per the proposed amendment, Clear Channel and the City (SFMTA, and the Port) would receive proportionally similar reductions in revenue, and Clear Channel would continue its obligations to provide and maintain transit shelters throughout the City including on Port property.

PORT'S STRATEGIC PLAN OBJECTIVES

The Transit Shelter Advertising Agreement, First Amendment, supports the goals and objectives of the Port's Strategic Plan as follows:

ECONOMIC RECOVERY

Develop and implement strategies to stabilize the Port's financial position from the COVID-19 Pandemic economic impacts.

Tenant Recovery. Work with tenants to recover from the COVID-19 Pandemic.

Tenant Rent. Implement authorized rent forgiveness and repayment programs by processing complete and eligible applications and executing leases or related agreement

EVOLUTION

Evolve the waterfront to respond to changing public and Port needs.

Transportation Coordination. Coordinate with City and regional agencies to improve access to the waterfront.

BACKGROUND

There are 1706 transit shelters in the City of San Francisco of which 44, or 2.58% of the total are within Port of San Francisco jurisdiction. Clear Channel maintains these transit shelters in exchange for the right to display advertising panels and collect advertising revenues. The Agreement includes provisions for distribution of a portion of the revenues to SFMTA and the Port. To date, Clear Channel has performed satisfactorily in fulfilling the requirements of the Agreement. A summary of the Agreement is as follows:

- The Agreement between SFMTA, Clear Channel, and the Port began on December 10, 2007, and continues for a term of 15 years, plus one five-year option to extend at the City's sole discretion.
- Revenue payments are based on transit shelter advertising panels, of which **2.58%** are located on Port property. Per the most recent pre-Covid payments the Port received **\$109,933 quarterly or about \$440,000 annually**.
- As stipulated in section 4 of the MOU (Port Revenue Share), the payment amount is based on the following formula:

$$\frac{(\# \text{ of Commercial Structures in Port Jurisdiction Area})}{(\text{Total } \# \text{ of Commercial Structures Citywide})} \times \text{CC Monthly Pymt} = \text{Quarterly Pymt} \\ (\text{for three months})$$

Contract requirements include the following:

- Inspect and clean all transit shelters (approximately 1,100) at least twice per week;
- Daily maintenance of 150 boarding platforms;
- Timely response to calls for additional cleaning through the City's 3-1-1 system (Clear Channel reported approximately 141 requests per month for calendar year 2020);
- Provide new shelters, as requested, up to a total of 1,500 (between shelter removals and additions for City and SFMTA projects and other requests, the number of shelters has been stable since the beginning of the Agreement);
- Maintain and bring new power connections to shelters to support both safety lighting and the SFMTA's customer information system; and
- Support public and private construction projects with temporary shelter removals and reinstallations, links to power sources and, where appropriate, new shelter installations.

Proposed Amendment to the Agreement

Due to the impacts from the COVID-19 pandemic which has had, and continues to have, an unprecedented material adverse effect on Clear Channel's ability to generate revenue from advertising, Clear Channel approached the SFMTA for reductions in certain payments due to the City under the Agreement. As of early February 2021, the SFMTA estimated that ridership was at approximately 30-40% of pre-pandemic levels and advertising revenues dropped between 60-88% in the period from April 2020 to January 2021. It is unclear when ridership will return to pre-pandemic numbers. SFMTA provided forbearance on Minimum Annual Guarantee (MAG) payments since May 1, 2020. The goal of forbearing, or deferring required payments was to provide time for the financial impacts of the pandemic to clarify. Forbearance did not reduce or forgive the revenue payments ultimately due to the SFMTA and the Port; forgiveness of those payments required the approval of a contract amendment.

On March 2, 2021, the SFMTA approved an amendment to the Agreement that 1) maintains revenues from January – April 2020 to SFMTA and the Port according to the pre-pandemic MAG rate ("Full Agreement Rate"), during which the Port received

\$146,578; 2) forgave certain payments and reduced MAG payment requirements for the period from May 1, 2020 through June 30, 2022; and 3) restores the Full Agreement Rate and revenue distribution to SFMTA and Port from July 1-December 31, 2022. The table below presents the revenues for each of these segments of time. The proposed amendment to the Agreement would result in total revenues of \$702,064 to the Port, instead of about \$1,340,000 that was anticipated to have been generated under the Full Agreement Rate. The SFMTA and Clear Channel seek Port approval of the proposed Agreement amendment.

	MAG to City	Estimated MAG per Existing Agreement	MAG per Agreement with Amendment	Port Revenue (2.58%)
January - April 2020	\$ 5,681,333	\$146,578	Full Agreement Rate	\$146,578
May – June 2020	0	\$73,289	No Payment per Amendment	0
July 2020 - June 2021	\$ 5,900,000	\$440,000	Reduced MAG per Amendment	\$152,220
July 2021 - June 2022	\$ 6,300,000	\$440,000	Reduced MAG per Amendment	\$162,540
July - December 2022	\$ 9,330,500	\$240,726	Full Agreement Rate	\$240,726
Total Port Revenue with Amendment		\$1,340,593		\$702,064

By entering into the Amendment, the SFMTA and Port will receive reduced, but still substantial financial benefits during fiscal years 2021 and 2022, plus all of the other benefits provided in the Agreement to clean and maintain the transit shelters. The Agreement will also help Clear Channel to survive and preserve jobs and continue its critical services for the SFMTA and its customers. If approved by the Port Commission, it will be submitted to the Board of Supervisors for final approval. The Board of Supervisors recently approved a rent relief program for the San Francisco International Airport, which encourages business survival and recovery and includes Clear Channel Airports, a subsidiary of Clear Channel Outdoor.

The Amendment also adds guaranteed use of digital and print advertising space on transit shelters and kiosks and other media services, which will help with the SFMTA's public information campaigns to encourage customers to return to transit. Clear Channel has agreed to provide space valued at \$1,000,000 in each of fiscal years 2020-21 and 2021-22. Clear Channel also pledged to provide support for the SFMTA's recently awarded Public Transportation COVID-19 Research Demonstration Grant from the Federal Transit Administration. Clear Channel, which sent a letter to the FTA in support of the grant, will provide in-kind services to develop consumer messaging, design work and advertising campaigns to re-build confidence in using public transportation.

Alternatives Considered

The City, through the SFMTA, the Port, or the Board of Supervisors could decline to enter into the Amendment, but such an action might lead to Clear Channel's inability to fulfill its financial commitments and deliver the financial and other benefits to the City provided in the Agreement. If Clear Channel defaulted, the City would lose the service and would be independently responsible for maintaining the transit shelters at its own cost. By entering into the Amendment as the SFMTA Board approved on March 2, 2021, the SFMTA will help to ensure that the City will receive reduced, but still substantial, financial benefits from May 1, 2020 through June 30, 2022, plus all of the other benefits provided in the Agreement. There is no guarantee that the SFMTA would be able to enter into another transit shelter contract in the event that the Agreement ends; at a minimum, it would take nine months to a year to rebid this work and new bids, if any, would likely be inferior to the guaranteed amounts and services in the current Agreement.

ENVIRONMENTAL REVIEW

On February 10, 2021, the SFMTA, under authority delegated by the Planning Department, determined that the First Amendment to the Transit Shelter Advertising Agreement with Clear Channel Outdoor, Inc. is not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

RECOMMENDATION:

Approve the attached resolution authorizing the Port's Executive Director to enter into the First Amendment of the Clear Channel/SFMTA/Port Transit Shelter Agreement to reduce the minimum annual guarantee payments, as well as administrative and marketing payments, from May 1, 2020 through June 30, 2022, due to the impacts from the COVID-19 pandemic.

Prepared by: Dan Hodapp, Senior Waterfront Planner
Planning and Environment Division

For: Diane Oshima, Deputy Director
Planning and Environment Division

EXHIBITS:

- A. First Amendment to Transit Shelter Advertising Agreement

**PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

RESOLUTION NO. 21-22

WHEREAS, The Transit Shelter Advertising Agreement (Agreement) between the City through its Municipal Transportation Agency (SFMTA), and its Port Commission (Port), and Clear Channel Outdoor, Inc. (Clear Channel) began on December 10, 2007, and continues for a term of 15 years, plus one five-year option to extend at the City's sole discretion; and

WHEREAS, Due to the impacts from the COVID-19 pandemic, which have had, and continue to have, an unprecedented and material adverse effect on Clear Channel's ability to generate revenue from advertising, Clear Channel approached the SFMTA for reductions in certain payments due to the City under the Agreement; and

WHEREAS, Revenue payments are based on transit shelter advertising panels, of which 44 of 1,706 panels, or 2.58% are located on Port property; and

WHEREAS, The proposed First Amendment (Amendment) to the Clear Channel contract provides for reductions in Minimum Annual Guarantee (MAG) payments from May 1, 2020 through June 30, 2022, and in administrative and marketing payments; and

WHEREAS, By entering into the Amendment, the SFMTA will help to ensure that the SFMTA and the City will receive reduced, but still substantial, financial benefits during fiscal years 2021 and 2022, plus all of the other benefits provided in the Agreement; and

WHEREAS, The Amendment will also help Clear Channel to survive and preserve jobs, as well as continuing its critical services for the SFMTA and its customers, including maintaining the transit shelters, boarding platforms, and advertising kiosks; and

WHEREAS, Clear Channel has performed satisfactorily in fulfilling the requirements of the Agreement; and

WHEREAS, On February 10, 2021, the SFMTA, under authority delegated by the Planning Department, determined that the First Amendment to the Transit Shelter Advertising Agreement with Clear Channel Outdoor, Inc., is not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference; and

WHEREAS, On March 2, 2021 the SFMTA Board approved the Amendment and has now submitted it to the Port Commission and Board of Supervisors for final approval; now, therefore, be it

RESOLVED, That the San Francisco Port Commission authorizes its Executive Director to execute the First Amendment to the Transit Shelter Advertising Agreement with the SFMTA and Clear Channel Outdoor, Inc., to reduce the minimum annual guarantee payments, as well as administrative and marketing payments, from May 1, 2020 through June 30, 2022, due to the impacts from the COVID-19 pandemic; and be it further

RESOLVED, That the Port Commission recommends this matter to the Board of Supervisors for its approval.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of April 27, 2021.

DocuSigned by:


Secretary

BFA59E31E3B84A8...

Exhibit A

FIRST AMENDMENT TO TRANSIT SHELTER ADVERTISING AGREEMENT

This FIRST AMENDMENT to the Transit Shelter Advertising Agreement is made and entered into _____ by and between the City and County of San Francisco (City), by and through its Municipal Transportation Agency (SFMTA), and its Port Commission (Port), and Clear Channel Outdoor, LLC, a Delaware corporation (Contractor).

RECITALS

- A.** City and Contractor have entered into the Agreement (as defined below).
- B** Due to the impacts from the COVID-19 pandemic, which have had, and continue to have, an unprecedented, significant and material adverse effect on Contractor's ability to generate revenue under the Agreement, Contractor has been unable to maintain the minimum annual guarantee (MAG) payments under the Agreement. City and Contractor have agreed to modify the Agreement on the terms and conditions set forth herein to reduce revenue payments in Fiscal Years 20/21 and 21/22 and obtain additional advertising opportunities and support for the SFMTA.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1. Definitions

The following definitions shall apply to this Amendment:

1.1 Agreement. The term "Agreement" shall mean the Agreement between City and Contractor, dated December 10, 2007, for advertising on SFMTA transit shelters and kiosks.

1.2 Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2. Modifications to the Agreement

2.1. A new Section 5.6 (City's Use of Digital and Print Advertising Space) is added to the Agreement to read as follows:

5.6 City's Use of Digital and Print Advertising Space.

Contractor shall provide guaranteed use of digital and print advertising space and other media services equivalent to amounts commercially available at an amount of \$1,000,000 (based on Contractor's then current rates) in each of Fiscal Years 20/21 and 21/22.

2.2. Section 7.1.1(b)(i) (Administrative Payments) of the Agreement is replaced in its entirety to read as follows:

(i) Administrative Payments. No later than 30 Days after the Effective Date and no later than September 1 of each year thereafter during the term of the Agreement, Contractor shall pay the SFMTA a minimum of \$500,000 (“base rate”), as escalated each year by the percentage change in the most recently published 12-month average CPI. Notwithstanding the above, no payments shall be due on September 1, 2020 and September 1, 2021.

2.3. Section 7.1.1(b)(iii) (Marketing Support) of the Agreement is replaced in its entirety to read as follows:

(iii) Marketing Support. No later than 30 Days after the Effective Date and no later than September 1 each year thereafter during the term of the Agreement, Contractor shall contribute \$200,000 to the SFMTA, as escalated each year by the percentage change in the most recently published 12-month average CPI. Notwithstanding the above, no payments shall be due on September 1, 2020 and September 1, 2021.

2.4. Section 7.1.1(b)(iv), Table 1 (MAG Amounts and Revenue Share Percentage) of the Agreement is amended as to the time periods shown below to read as follows:

Table 1: MAG Amounts and Revenue Share Percentage

Fiscal Year	MAG	Minimum Gross Revenues in Previous Fiscal Year	Alternate MAG	Revenue Share
January - June 2020	\$ 5,681,333			55%
July 2020 - June 2021	\$ 5,900,000			50%
July 2021 - June 2022	\$ 6,300,000			50%

2.5. Section 21.7 (Assignment) of the Agreement is replaced in its entirety to read as follows:

21.7 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors and the Port. The City’s consent may not be unreasonably withheld; however, the City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (a) reputable and capable, financially and otherwise, of performing each of Contractor’s

obligations under this Agreement and any other documents to be assigned, (b) not forbidden by applicable law from transacting business or entering into contracts with City; and (c) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

Article 3. Effective Date

The modifications set forth in Section 2 shall be effective on and after the date first referenced above.

Article 4. Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. Nothing herein shall be deemed to waive rights either party may have under the Agreement or at law, all of which are reserved.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <p>By</p> <hr/> <p>Jeffrey P. Tumlin Director of Transportation</p> <p>SFMTA Board of Directors Resolution No. _____ Dated: _____</p> <p>Attest:</p> <hr/> <p>Secretary, Municipal Transportation Agency Board of Directors</p> <p>San Francisco Port Commission</p>	<p>CONTRACTOR</p> <p>Clear Channel Outdoor</p> <hr/> <p>Robert Schmitt Senior Vice President and Regional President—Northern California</p>
---	---

Executive Director

Port Commission

Resolution No. _____

Dated: _____

Board of Supervisors

Resolution No. _____

Dated: _____

Attest:

Clerk of the Board

Approved as to Form:

Dennis J. Herrera, City Attorney

By: _____

Robin M. Reitzes

Deputy City Attorney



Transit Shelter Advertising Agreement with Clear Channel Outdoor, Inc., First Amendment

The San Francisco Municipal Transportation Agency (SFMTA) proposes to authorize the Director of Transportation to execute the First Amendment to the Transit Shelter Advertising Agreement with Clear Channel Outdoor, Inc. The Transit Shelter Advertising Agreement (the “Agreement”) between the City and Clear Channel Outdoor, Inc. (“Clear Channel”) began on December 10, 2007 and continues for a term of 15 years, plus one five-year option to extend at the City’s sole discretion. Due to the effects of the COVID-19 pandemic, which have had, and continue to have, an unprecedented, significant and material adverse effect on Clear Channel’s ability to generate revenue from advertising, Clear Channel approached the SFMTA for reductions in certain payments due to the City under the Agreement; the Amendment provides for changes in Minimum Annual Guarantee (“MAG”) payments from May 1, 2020 through June 30, 2022 and in certain administrative and marketing payments. By entering into the Amendment, the SFMTA would help to ensure that the SFMTA and the City will receive reduced, but still substantial, financial benefits during fiscal years 2021 and 2022 plus all of the other benefits provided in the Agreement; it would also help this long-term, viable business to survive and to preserve jobs, as well as continuing critical services for the SFMTA and its customers.

Not a “project” under CEQA pursuant to CEQA Guidelines Sections 15060(c) and 15378(b) because the action would not result in a direct or a reasonably foreseeable indirect physical change to the environment.

Andrea Contreras February 10, 2021

Andrea Contreras Date
San Francisco Municipal Transportation Agency



London Breed, Mayor

Gwyneth Borden, Chair
Amanda Eaken, Vice Chair
Cheryl Brinkman, Director
Steve Heminger, Director

Fiona Hinze, Director
Sharon Lai, Director
Manny Yekutieli, Director

Jeffrey Tumlin, Director of Transportation

April 23, 2021

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached are a proposed resolution for Board of Supervisors approval, which requests approval for the First Amendment to the Transit Shelter Advertising Agreement with Clear Channel Outdoor to reduce the minimum annual guarantee payments, as well as administrative and marketing payments, from May 1, 2020 through June 30, 2022 due to the impacts from the COVID-19 pandemic

The following is a list of accompanying documents (five sets):

1. Proposed Board of Supervisors Resolution
2. Original Transit Shelter Advertising Agreement between the City and County of San Francisco and Clear Channel Outdoor
3. First Amendment to the Transit Shelter Advertising Agreement
4. SFMTA Board of Directors Resolutions adopted Sept 4, 2007 and on March 2, 2021
5. Briefing letter providing background and other information about the enclosed Agreement
6. A copy of SFEC Form 126(f)4 filed with the San Francisco Ethics Commission
7. CEQA documentation

A resolution from the San Francisco Port Commission will follow upon approval, expected on April 27, 2021.

Please contact Janet Martinson at 415.646.2302 (office) or 415.994.3143 (mobile) if you have any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeffrey P. Tumlin'.

Jeffrey P. Tumlin
Director of Transportation

From: [Martinsen, Janet](#)
To: [BOS Legislation, \(BOS\)](#); [BOS Legislation, \(BOS\)](#)
Cc: [Stein, Gail \(MTA\)](#); [Ramos, Joel \(MTA\)](#)
Subject: RE: SFMTA submittal of legislation - First Amendment to the Transit Shelter Advertising Agreement with Clear Channel Outdoor
Date: Monday, April 26, 2021 3:50:54 PM
Attachments: [image001.png](#)
[image002.png](#)
[image006.png](#)
[210446.docx](#)

Thank you for the updated language. We are fine with the changes

From: BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Sent: Monday, April 26, 2021 2:56 PM
To: BOS Legislation, (BOS) <bos.legislation@sfgov.org>; Martinsen, Janet <Janet.Martinsen@sfmta.com>
Cc: Stein, Gail <Gail.Stein@sfmta.com>; Ramos, Joel <Joel.Ramos@sfmta.com>
Subject: RE: SFMTA submittal of legislation - First Amendment to the Transit Shelter Advertising Agreement with Clear Channel Outdoor

Sorry about that. Re-sending with the attachment. Thank you.

Jocelyn Wong

San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
T: 415.554.7702 | F: 415.554.5163
jocelyn.wong@sfgov.org | www.sfbos.org

(VIRTUAL APPOINTMENTS) To schedule a “virtual” meeting with me (on Microsoft Teams), please ask and I can answer your questions in real time.

Due to the current COVID-19 health emergency and the Shelter in Place Order, the Office of the Clerk of the Board is working remotely while providing complete access to the legislative process and our services



Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors' website or in other public documents that members of the public may inspect or copy.

From: BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Sent: Monday, April 26, 2021 2:56 PM
To: Martinsen, Janet (MTA) <Janet.Martinsen@sfmta.com>
Cc: Stein, Gail (MTA) <Gail.Stein@sfmta.com>; Ramos, Joel (MTA) <Joel.Ramos@sfmta.com>; BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Subject: RE: SFMTA submittal of legislation - First Amendment to the Transit Shelter Advertising Agreement with Clear Channel Outdoor

Hi Janet,

Please find attached proof with clerical edits to the legislation. Kindly review and confirm that these changes are agreeable.

Please also re-send the CEQA documentation, as we were not able to open the document. Thank you in advance.

Best regards,

Jocelyn Wong

San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
T: 415.554.7702 | F: 415.554.5163
jocelyn.wong@sfgov.org | www.sfbos.org

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From: Martinsen, Janet <Janet.Martinsen@sfmta.com>
Sent: Monday, April 26, 2021 11:35 AM
To: Calvillo, Angela (BOS) <angela.calvillo@sfgov.org>; BOS Legislation, (BOS) <bos.legislation@sfgov.org>; Somera, Alisa (BOS) <alisa.somera@sfgov.org>
Cc: Stein, Gail (MTA) <Gail.Stein@sfmta.com>; Ramos, Joel (MTA) <Joel.Ramos@sfmta.com>
Subject: SFMTA submittal of legislation - First Amendment to the Transit Shelter Advertising Agreement with Clear Channel Outdoor

Madame Clerk:

Attached is a proposed resolution for Board of Supervisors approval of the First Amendment to the Transit Shelter Advertising Agreement with Clear Channel Outdoor to reduce the minimum annual guarantee payments, as well as administrative and marketing payments, from May 1, 2020 through June 30, 2022 due to the impacts from the COVID-19 pandemic

The following is a list of accompanying documents:

1. Cover letter
2. Briefing letter providing background and other information about the enclosed Agreement
3. Resolution for Board of Supervisors consideration
4. Original Agreement - Transit Shelter Advertising Agreement between the City and County of San Francisco and Clear Channel Outdoor
5. First Amendment to the Transit Shelter Advertising Agreement for BOS approval
6. SFMTA Board of Directors Resolution adopted on 9/04/07
7. SFMTA Board of Directors Resolution adopted on 3/02/21
8. A copy of SFEC Form 126(f)4 filed with the San Francisco Ethics Commission
9. CEQA documentation

A resolution from the San Francisco Port Commission will follow upon approval, expected on April 27, 2021.

Please contact me at janet.martinsen@sfmta.com or 415.994.3143 (mobile) if you have any questions regarding the materials provided.

Best Regards

Janet

Janet L. Martinsen

Local Government Affairs Liaison

Government Affairs

Preferred Gender Pronouns: She/Her/Hers



Office 415.646.2302

Mobile 415.994.3143

San Francisco Municipal Transportation Agency

1 South Van Ness Avenue, 7th floor

San Francisco, CA 94103





San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 210446

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Legislative Clerks Division	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Gail Stein	415-646-2308
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
069 Municipal Transportation Agency	Gail.Stein@sfmta.com

5. CONTRACTOR	
NAME OF CONTRACTOR Clear Channel Outdoor LLC	TELEPHONE NUMBER 510-835-5900
STREET ADDRESS (including City, State and Zip Code) 555 12th Street, Suite 950, Oakland, CA 94607	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 210446
DESCRIPTION OF AMOUNT OF CONTRACT \$306,000,000 plus services		
NATURE OF THE CONTRACT (Please describe) Agreement to advertise on transit shelters and kiosks in San Francisco in exchange for revenue payments, maintenance and other services.		

7. COMMENTS
This is an amendment to the original 2007 contract due to conditions related to the COVID-19 pandemic.

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Feldman	Lynn A.	Other Principal Officer
2	Coleman	Brian D.	Other Principal Officer
3	wells	Scott R.	CEO
4	Sailer	David	CFO
5	North Construction		Subcontractor
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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1 [~~First Agreement~~ Amendment ~~to~~ Retroactive - Clear Channel Outdoor, Inc - Transit Shelter
2 Advertising Agreement with Clear Channel Outdoor, Inc- Reduce Minimum Annual Guarantee
3 Payments.]

4 **Resolution retroactively approving the First Amendment to the Transit Shelter**
5 **Advertising Agreement with Clear Channel Outdoor, Inc., to reduce the minimum**
6 **annual guarantee payments, as well as administrative and marketing payments, from**
7 **May 1, 2020, through June 30, 2022, due to the impacts from the COVID-19 pandemic.**

8
9 WHEREAS, The Transit Shelter Advertising Agreement (Agreement) between the City
10 and County of San Francisco (City), through its Municipal Transportation Agency (SFMTA)
11 and the Port of San Francisco, and Clear Channel Outdoor, Inc. (Clear Channel) began on
12 December 10, 2007, and continues for a term of 15 years, plus one five-year option to extend
13 at the City's sole discretion; and

14 WHEREAS, Due to the impacts from the COVID-19 pandemic, which have had, and
15 continue to have, an unprecedented and material adverse effect on Clear Channel's ability to
16 generate revenue from advertising, Clear Channel approached the SFMTA for reductions in
17 certain payments due to the City under the Agreement; and

18 WHEREAS, The proposed First Amendment (Amendment) to the Clear Channel
19 contract provides for reductions in Minimum Annual Guarantee (MAG) payments from May 1,
20 2020, through June 30, 2022, and in administrative and marketing payments; and

21 WHEREAS, By entering into the Amendment, the SFMTA will help to ensure that the
22 SFMTA and the City will receive reduced, but still substantial, financial benefits during fiscal
23 years 2021 and 2022, plus all of the other benefits provided in the Agreement; and

1 WHEREAS, The Amendment will also help Clear Channel to survive and preserve
2 jobs, as well as continuing its critical services for the SFMTA and its customers, including
3 maintaining the transit shelters, boarding platforms, and advertising kiosks; and

4 WHEREAS, The SFMTA believes that Clear Channel has performed satisfactorily in
5 fulfilling the requirements of the Agreement; and

6 WHEREAS, The SFMTA, under authority from the Planning Department, has
7 determined that the First Amendment to the Transit Shelter Advertising Agreement with Clear
8 Channel is not a “project” under the California Environmental Quality Act (CEQA) pursuant to
9 Title 14 of the California Code of Regulations, Sections 15060(c) and 15378(b); and

10 WHEREAS, The Agreement, the proposed First Amendment to the Agreement, and the
11 CEQA determination are on file with the Clerk of the Board of Supervisors in File No. ____ and
12 are incorporated herein by reference; and

13 WHEREAS, On March 2, 2021, the SFMTA Board of Directors adopted Resolution No.
14 210302-027, authorizing the Director of Transportation to execute the First Amendment to the
15 Transit Shelter Advertising Agreement with Clear Channel Outdoor, Inc., to reduce the
16 minimum annual guarantee payments, as well as administrative and marketing payments,
17 from May 1, 2020, through June 30, 2022, due to the impacts from the COVID-19 pandemic;
18 and

19 WHEREAS, On April 27, 2021, the Port Commission adopted Resolution No.
20 _____, approving the First Amendment to the Agreement; now, therefore, be it

21 RESOLVED, That the Board of Supervisors approves the First Amendment to the
22 Transit Shelter Advertising Agreement with Clear Channel Outdoor, Inc., to reduce the
23 minimum annual guarantee payments, as well as administrative and marketing payments,
24 from May 1, 2020, through June 30, 2022, due to the impacts from the COVID-19 pandemic;
25 and, be it

1 FURTHER RESOLVED, That within 30 days after execution of the First Amendment,
2 the final document shall be provided to the Clerk of the Board for inclusion in the official file.

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