



Request for Proposals

eTrans Advertising Sales Program

*Proposal Submission Deadline: Friday, June 21, 2024 @
3:00 p.m. Pacific Daylight Time*

City of Escalon
2060 McHenry Avenue
Escalon, CA 95320

Project Manager: John Andoh: jandoh@cityofescalon.org

Date: May 28, 2024

Notice for Request for Proposals for Advertising Sales

City of Escalon (CITY) is soliciting Proposals to administer an Advertising Sales Program for the eTrans fleet of vehicles. Both internal and external advertising is currently available on transit vehicles. CITY seeks Proposals to administer an advertising program on behalf of eTrans, whereby a percentage of sales are retained by the administering party and the remaining portion is due to the City of Escalon. CITY seeks Proposals for services that present no burden to the limited CITY staff. All sales, coordination with advertisers, graphic design, material selection, application and finally product warranty should be included as part of the services offered.

Sales of advertising space may include space on rear, sides and interior of buses (detailed below). Advertising spaces designated for sales program are identified below in the **Proposed Advertising Space** section.

INTRODUCTION

Background

Located in California's Central Valley, Escalon is an attractive city of 7,274 persons (2024 California Department of Finance population estimates) in a productive area of San Joaquin County, which comprises of 2.3 square miles. The city is surrounded on all sides by scenic agricultural land and open spaces.

Escalon continues to foster its goal of maintaining a vibrant and diversified community. The CITY's mission statement of "Taking pride in our community through quality service" is apparent through the aggressive policies adopted to preserve a family atmosphere and high quality of life.

Escalon boasts a low crime rate, an award-winning school district, quality residential homes and a quaint, 1920's era downtown.

The CITY is geographically located on State Route 120 between the San Francisco Bay Area and the historic Mother Lode leading to Yosemite National Park. The CITY is 25 minutes from Stockton, Modesto and Manteca; Escalon offers a central location with direct access to all modes of transportation.

Public Transportation System

eTrans is Escalon's own bus system. The door-to-door dial-a-ride service operates within the City of Escalon and provides connection to Riverbank. The intercity Route 35 service operates between the Downtown Escalon Park and Ride Lot and Northwest Modesto serving Kaiser Permanente, Vintage Faire Mall and destinations on Kiernan Avenue, Dale Road, McHenry Avenue and Standiford Avenue. Attached to the request for Proposals (RFP) is the map of the current transit service area in Modesto and Escalon. This service area includes the CITY limits, to Riverbank and Modesto.

Transit Service Funding

eTrans is funded primarily by California Transportation Development Act (TDA) funds, Federal Transit Administration Section 5311 operating assistance grant funds, and farebox revenue.

Current Advertising Program

The current eTrans advertising Agreement (for prospective advertisers) is included for reference as an Attachment to this RFP. Advertising is accomplished by utilizing internal (11x17 landscape images only) and external locations on the vehicles, including perforated window treatments and tail mounts.

Proposed Advertising Space

Driver Side of Vehicle



Passenger Side of vehicle



Rear of Vehicle



Minivan



Inside Vehicle



eTrans Fleet

eTrans Active Bus Fleet - Effective July 1, 2022					
Bus #	Status	Make	Fuel	Year	Length
103	Active	Dodge Caravan	Gasoline	2016	18 ft
104	Active	Glaval Titan II	Gasoline	2019	26 ft
105	Active	Arboc Sprit of Mobility	Gasoline	2022	23 ft

How many buses will be eligible for advertising at the time of the release of the RFP?

There are 3 total vehicles in the fleet.

What happens with advertisements currently on bus under active contract?

They will need to be replaced by new contracts. The new Contractor can work with the incumbent Contractor to transition contracts. The CITY would encourage bundling eTrans advertising with other contracts that the Contractor may have.

Project Schedule

• RFP Issued	May 28, 2024
• Last Day for Written Questions on RFP	June 7, 2024
• Written Responses to Questions posted on	June 10, 2024
• Proposals Due	June 21, 2024
• Interviews with Finalists (optional)	July 2024
• Selection process concluded	July 2024
• Letters sent to Contractors not selected	July 2024
• Agreement executed and Notice to Proceed	August 2024

Communications

As it is the CITY's intent to provide the same information to all proposers, questions will not be answered individually by telephone or email. Any oral responses to questions are not binding on the CITY. The CITY will post the questions received, along with written responses, to the eTrans website, <http://cityofescalon.org/departments/transit-services/>. **It is the responsibility of the proposers to check the eTrans website to review the questions and responses.** The CITY will not respond to any questions submitted after Friday, June 10, 2024. Any communications related to this RFP should be directed in writing to:

John Andoh, CCTM, CPM, Transit Manager
City of Escalon
2060 McHenry Avenue
Escalon, CA 95320
jandoh@cityofescalon.org

Addenda

Any changes to the RFP documents will be made by written addendum. Upon issuance, such addenda shall be incorporated in this RFP, and shall prevail over any inconsistent provisions of earlier issued documentation. Addenda will be posted on the CITY website. **It is the responsibility of the proposers to check the eTrans website for any addenda.**

Proposal Submission & Deadline

All Proposals and accompanying materials shall become the property of the CITY upon submittal.

Proposers must submit one (1) electronic copy of technical and cost Proposal. The email subject line should state “***eTrans Transit Advertising Proposal***”. Two separate PDF packages should be included in the email - the technical Proposal and cost Proposal.

Proposals should be addressed to John Andoh at jandoh@cityofescalon.org no later than 3:00 p.m. on the due date identified on the above Project Schedule. The CITY has no authority to accept Proposals submitted after the above date and time and will return unopened any Proposals which are received late.

Form of Agreement

A draft copy of the Agreement to be executed between the parties is included as an Attachment to this RFP. It is imperative that the prospective proposers familiarize themselves with each of the provisions contained in the Agreement form prior to preparing and submitting a Proposal. If substantive revisions to the Agreement will be proposed by the Contractor if selected, these items/issues should be clearly specified in the Proposal.

Evaluation Criteria

The Proposal shall be reviewed and, if necessary, the CITY will conduct an interview with the Proposer's project manager and key personnel of the most qualified firm(s).

The Proposals will each be rated and the Proposals will be ranked in a selection order based upon the following criteria:

1. Understanding of the purpose of the advertising sales function as evidenced in the written and/or oral Proposal. (25 points possible)
2. Approach to the tasks to be performed, including detailed steps and resources required, and proposed project schedule. (25 points possible)
3. Specialized experience, qualifications and technical competence as related to the services required. (25 points possible)
4. Candidate's cost Proposal. (25 points possible)

The CITY reserves the right to award the Agreement to the proposer whose experience and Proposal best satisfies the CITY's needs rather than the proposer with the lowest cost Proposal. Additional criteria other than the above may be considered as necessary in the selection process. The award of the Agreement will be subject to the availability of funds. The CITY reserves the right to reject any or all of the Proposals and to waive any irregularities in the bidding.

Contractor Selection

Upon completion of the rating of the Proposals, the CITY may negotiate a draft Agreement with the top-ranked Proposer. A draft Agreement to be executed by the parties is included as an Attachment to this RFP. The goal of negotiation is to agree on a final Agreement that will deliver the services and products required at a fair and reasonable cost to the CITY.

If a draft Agreement cannot be reached with the top ranked candidate, the negotiations are terminated. Negotiations then may be opened with the second choice and the process repeated. When negotiations are terminated with the Proposer, negotiations will not be reopened with them during this process. If an Agreement cannot be reached with any of the Proposers recommended, the CITY will determine the next steps.

The CITY hereby notifies all Proposers that it will affirmatively ensure that in regard to any Agreement entered into pursuant to this RFP, disadvantaged business enterprises (DBE) will be afforded full opportunity to submit Proposals in response to this invitation, and that proposers will not be discriminated against on the grounds of race, religion, creed, medical condition, color, marital status, ancestry, gender, age, national origin or physical or mental disability in consideration for award. In addition, the CITY requires that any Contractor hired by the CITY to perform any work activity does not discriminate against any employee or applicant for employment because of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability.

The CITY retains the right to withdraw this RFP at any time, without prior notice, to reject any or all Proposals submitted, and/or to waive any irregularities or informalities in the Proposal or in the RFP procedures.

Advertisement Approval

All advertisements must comply with the CITY's Policy for Advertising on eTrans Vehicles included as an Attachment to this RFP and are subject to the approval of the CITY, who has final authority on messaging to be placed on eTrans vehicles.

Instructions to Proposers

Each Proposal should be limited to specific discussions of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work within their stated budget.

The organization of Proposals should follow the general outline below. Each Proposal should consist of a Technical Proposal and a Cost Proposal.

1. **Transmittal Letter**

The transmittal letter should include the name, title, mailing address, e-mail address (if available), phone number and original signature of an individual with authority to negotiate on behalf of and to contractually bind the proposer, and who may be contacted during the period of Proposal evaluation. Only one transmittal letter need be prepared to accompany the Technical and Cost Proposals.

2. **Introduction**

In this section, the Proposer should demonstrate an adequate understanding of the advertising sales relationship the CITY is looking for.

3. **Advertising Sales Program Technical Approach**

The advertising sales plan should include:

- a. A description of the overall Advertising Sales Program being offered. This should include types of acceptable advertisements, vinyl adhesives/frame mounts, advertising rates, and distribution of advertising revenues.
- b. A thorough explanation of the Proposer's proposed Advertising Sales Program course of action. References should be made to RFP requirements and the Proposer's plans for meeting those requirements. If the Proposer proposes major changes in the RFP approach, those changes should be clearly specified.

4. **Proposer and Subcontractor Staff**

The Proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A Project Manager must be designated, and an organizational chart showing the Project Manager and all project staff must be included.

If a subcontractor will be used, the Proposer must include a letter from the subcontractor committing to perform at least the work shown for subcontractor professionals in the above- described matrix. If local firms/vendors will be used they should be clearly identified.

5. **Contractor Qualifications and References**

The Proposal must describe the nature and outcome of projects previously conducted by the Contractor which are related to the work described within this RFP. Descriptions should include a client contact name, address, phone number, a description of the type of work performed, approximate date on which the work was completed and professional staff who performed the work. If a subcontractor is proposed, two or three similar qualifications and references should be provided for the subcontractor. Up to two samples of the Contractor's reports on closely related projects should also be included, if available.

6. **Cost Proposal**

In addition to a Technical Proposal, the Proposer shall prepare a Cost Proposal for the work to be performed. The Cost Proposal shall itemize all advertising spaces, proposed rates, and advertising terms. Failure to provide detailed cost breakdowns will be cause for rejection of the Proposal.

Fee and Method of Payment

The CITY desires an Advertising Sales Program that creates no burden on existing transit funding, and limited impacts on staff resources. The ideal program will outline a revenue sharing agreement whereby Contractor keeps a percentage of Advertising Sales and the CITY receives the outstanding percentage.

Federal Requirements

Federal requirements that apply to the CITY or the Award, the Grant Agreement and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the CITY's Grant Agreement including any information incorporated by reference and made part of that Grant Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

This procurement is subject to the terms and conditions of Federal Transit Administration due to the related services being funded by FTA. As a result, Proposers are required to sign the associated Federal certifications and clauses in the Attachments and include as part of the Proposal submission and to be aware of all procurement requirements as defined in the FTA Master Agreement or the Circular 4220 1.F as amended Details available here: <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements> and

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf>

System for Award Management (SAM)

All Proposers shall be registered with System for Awards Management (SAM) by the time a Agreement is awarded. The Proposer must not have been debarred or suspended from participating in Federally funded procurements. A copy of the Proposer's SAM registration must be provided prior to issuance of a purchase order with Proposer. Proposers can register with SAM at www.sam.gov.

DBE Requirements

This solicitation and resultant Contract is financed in whole or in part with federal funds and therefore subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In compliance with 49 CFR 26, the CITY has set an overall annual DBE goal comprising both race neutral and race conscious elements. To ensure equal participation for DBE groups specified in 49 CFR 26.5, the CITY has specified a Contract goal

for DBE participation. **The required goal for DBE participation in this solicitation is 0.11%.** To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation's goal applies to all certified DBEs. Only certified DBE participation will count toward the Contract goal for this solicitation. DBE participation will count towards the CITY federally mandated overall annual DBE goal. In order to ascertain whether its overall annual DBE goal is being achieved, the CITY tracks DBE participation on all federal-aid contracts.

It is the Proposer's responsibility to verify that the DBE Proposer is certified as a DBE by the specified bid submittal due date and time. For a list of DBEs certified by the Caltrans United Certification Program (UCP), go to: www.dot.ca.gov.

The Proposer shall complete and submit the attached DBE form for detailed information. Required forms will be made a part of the Contract. The requirement to advertise for the purpose of identifying potential DBEs is waived.

In an effort to meet the CITY's DBE Program objectives and the CITY's federal DBE goal, this optional item provides opportunities for certified DBE Proposers to Agree with or perform as a subcontractor and to provide goods and services to the CITY. DBEs must be currently certified under the California Department of Transportation's DBE Program in order to satisfy the CITY's program objectives and federal DBE goal. Certified DBEs, including minority-owned and women-owned businesses, are encouraged to respond to this solicitation directly or to partner with other Proposers.

Proposers submitting to this RFP are advised that the participation of certified DBE Proposers as contractors, joint venture partners or subcontractors is encouraged for consideration with regard to the work described in this solicitation. Proposers electing to form a joint venture or to subcontract work in response to this solicitation shall make affirmative efforts to involve certified DBEs and shall provide documentation of the results of those efforts. Proposers electing to form a joint venture or to subcontract work in response to this solicitation, but which are unable to utilize certified DBEs, shall document their good-faith efforts to involve certified DBEs as joint venture partners or subcontractors, and the reasons why such involvement was not attainable.

Protest Procedures

Filing Procedure Protests dealing with restrictive specifications or alleged improprieties in solicitation must be filed no later than ten (10) business days prior to Request for Qualifications opening or closing date for receipt of Request for Qualifications. Any other protest must be filed no later than three (3) business days after: 1. Notification of Intent to Award is issued for award of Agreement if the Agreement award is approved by CITY Council per staff recommendation; or 2. Notification of Award is issued if the CITY Council has delegated award authority to the Transit Manager or CITY Council does not award the Agreement according to the Notification of Intent to Award.

Protests shall be in writing and addressed to the CITY Manager. The protest shall identify the protestor, contain a statement officially declaring a protest and describing the reasons for the protest, and provide any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified above. The protest shall indicate the ruling or relief desired from CITY.

Confidentiality materials submitted by a protester will not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protest contains proprietary material, a statement advising of this fact may be affixed to the front page of the protest document and the alleged proprietary information must be so identified wherever it appears.

Withholding of Award: When a protest is filed before opening of RFP or closing date of RFP, the RFP will not be opened prior to resolution of the protest, and when the protest is filed before award, the award will not be made prior to resolution of the protest, unless the Awarding Authority determines that:

- Items to be procured are urgently needed, or delivery or performance will be unduly delayed by failure to make award promptly; or
- Failure to make award will cause undue harm to CITY. In the event an award is to be made while a protest is pending, Caltrans and FTA shall be notified if Federal funding is involved.
- The CITY Manager shall respond to the protester within five (5) business days of receiving the protest. A conference on the merits of the protest may be held with the protester.
- Any additional information required by CITY from the protester shall be submitted as expeditiously as possible, but no later than three (3) days after receipt of such request.

Notification: The CITY Manager shall notify the protester of a decision regarding the protest no later than ten (10) days following receipt of all relevant information.

Appeal: If a protester is not satisfied with the decision made by the CITY Manager the protester may appeal the decision to the Awarding Authority (City Council) by way of a letter to the Transit Manager no later than three (3) business days after notification of denial of the protest by the CITY Manager. If the Transit Manager is the Awarding Authority the protester will be deemed to have exhausted its appeals to CITY upon receipt of the initial rejection of the protest by the Transit Manager. If Federal funds are involved, the protester may file protest with the Caltrans appealing the final decision of the Awarding Authority. Under limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him at the agency level, an interested party may protest to Caltrans the award of a Contract pursuant to an FTA grant. Review by Caltrans will be limited to:

- Violation of Federal law or regulations.
- Violation of CITY's protest procedures described herein, or failure by CITY to review protest.

Protests must be filed with Caltrans (with a concurrent copy to CITY) within five (5) days after the Awarding Authority renders a final decision, or five (5) days after the protester knows, or has reason to know, that the Awarding Authority failed to render a final decision. After five (5) days, the CITY will confirm with Caltrans that Caltrans has not received protest on the Contract in question. Circular 4220.1F, as amended, the FTA's Third Party Contracting Guidance, is available for review at the Escalon City Hall, or online at

www.transit.dot.gov/regulations-and-guidance/ftacirculars/third-party-contracting-guidance.

The CITY shall not be responsible for any protests not filed in a timely manner with Caltrans. In the event an award is to be made while a protest is pending, Caltrans shall be notified if Federal funding is involved.

Caltrans Determinations to Decline Protest Reviews

Caltrans's determination to decline jurisdiction over a protest does not mean that Caltrans approves of or agrees with the recipient's decision or that Caltrans has determined the Agreement is eligible for Federal participation. Caltrans determination means only that Caltrans does not consider the issues presented to be sufficiently important to FTA's overall program that Caltrans considers a review to be required.

Civil Rights and Other FTA Terms

The Advertising Sales Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended from time to time, the Americans with Disabilities Act, 49 CFR Part 21 and all other FTA requirements as identified in the draft Agreement and amended from time to time.

Agreement to Select Advertising Sales Contractor

This RFP does not obligate the CITY to award an Agreement for an Advertising Sales Contractor, nor does it commit the CITY to pay for any costs associated with the preparation and submittal of a Proposal. The Scope of Work is subject to modification as work progresses on each element.

Proposals received in response to this solicitation, at the CITY's discretion, may be incorporated into the awarded Agreement and may serve as basic terms and conditions for the ultimate Agreement. Therefore, applicants are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The CITY reserves the right to negotiate modifications or revisions to any awarded Agreement.

Insurance Requirements

The successful Contractor will be required to maintain, throughout the term of the Agreement work, insurance of the type and amount indicated in Exhibit A of the Draft Agreement.

Public Records Access

Applicants should be aware that submitted Proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the applicants to clearly identify information in their Proposals that they consider to be confidential under the California Public Records Act. To the extent that the CITY agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the Proposals will be held as confidential until such time as the CITY has completed its evaluation and, or if, an award has been made.

Attachments

- Federal Clauses and Certifications
- DBE Reporting Form
- Draft Agreement
- Current Agreement and Amendments
- Advertising Policy
- eTrans Rider's Guide

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by

any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting

from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

THIS FORM IS TO BE COMPLETED BY ANY PROPOSER WISHING TO BE IDENTIFIED AS A DBE OR BY ANY PROPOSER WISHING TO IDENTIFY DBE PARTICIPATION IN ITS PROPOSAL.

SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

If a Proposer is a DBE or if a proposer intends to utilize DBE Firms in the development, manufacture, or delivery of goods or services or as a joint venture under this proposal, the following schedule must be completed:

The _____ will utilize the following:
(Name of Proposer)

DBE Firm(s) in the development, manufacture, or delivery of goods or services or as a joint venture under this proposal:

<u>Item # and Description</u>	<u>Name of DBE Proposer</u>	<u>Type of Work or Parts to be Used/Performed</u>	<u>% of Proposal Attributable to DBE</u>
-------------------------------	-----------------------------	---	--

- 1.
- 2.
- 3.
- 4.
- 5.

Total % of Proposal Price Attributable to DBE: _____

Signature of Proposer: _____

Date: _____

**PROFESSIONAL SERVICES AGREEMENT FOR
TRANSIT ADVERTISING SERVICES ON ETRANS BUSES**

This Agreement is made and entered into the [redacted]th day of August, 2024, by and between the City of Escalon, a municipal corporation (hereinafter referred to as “CITY”) and [redacted] (hereinafter referred to as “CONTRACTOR”).

The parties hereto enter into this Agreement for the purposes of “CONTRACTOR” providing professional services to “CITY” under the following terms and conditions.

In consideration hereof, and the mutual promises contained herein, the parties agree as follows:

I. SCOPE OF SERVICES

A. CONTRACTOR shall provide the following services: solicit and sell interior and exterior advertising space on eTrans vehicles. The CONTRACTOR shall be responsible for the solicitation of advertisements and the setting of rental rates, the servicing of the accounts and the creation, placement, repair and removal of any and all signs displayed on eTrans vehicles.

1. Interior signs and exterior signs and wraps can be placed on eTrans buses. If a wrap is installed, at the minimum, the eTrans logo, Safe Place logo, vehicle number, website address, phone number and CITY seal shall be on the vehicle and incorporated into the wrap on all three sides of the vehicle.
2. The CITY reserves all legal rights to reject any sign produced pursuant to this Agreement and may, without notice to CONTRACTOR, remove any sign, which in its sole determination is discriminatory, offensive and/or presents a hazard to the health, safety and welfare of the CITY.
3. The CITY may use, free of charge 11” X 17” maximum interior sign spaces in each bus to publicize non-profit agencies, community events and transit-related news. The notice frame located behind the bus operator’s seat shall remain under the exclusive control of the CITY for public notices and shall not at any time be used by CONTRACTOR for advertising purposes.

II. PAYMENT

A. The payment made by advertisers shall be divided as follows:

1. CONTRACTOR shall guarantee the CITY a minimum of [REDACTED] percent ([REDACTED]%) of the net monthly rental revenues, for advertisements placed on eTrans vehicles.
- B. Payment of the proceeds to which the CITY is entitled will be due and payable no later than thirty (30) days after CONTRACTOR has received payment on billings to advertisers. The CITY will have the right to examine accounting records relating to the transit advertisement program. Checks shall be made payable to the "City of Escalon".
- C. In the event that all or any portion of the work prepared or partially prepared by CONTRACTOR or terminated by the CITY, the CITY shall be entitled to a pro-rated share of the amount due in the month of termination as well as any payments due from months prior thereto.
- D. All payments shall be sent to the designated project contact person. Payments will be checked by said contact person for compliance with the provisions of this Agreement.

III. TERM OF AGREEMENT

The term of this Agreement commences on August 1, 2024 and ends on June 30, 2029, with five one (1) year extensions at the CITY's sole discretion. However, either party may terminate this Agreement upon providing the other party thirty (30) days' written notice of such termination, given in the manner provided in Section VII herein. Should this Agreement be terminated, CITY shall honor any existing advertising agreements entered into by CONTRACTOR until termination of said agreements.

IV. OWNERSHIP OF ACCOUNTS

- A. It is understood and agreed that CONTRACTOR possesses distinct professional skills in performing said services. It is further understood and agreed that CONTRACTOR, including his/her agents and employees, is not an agent or employee of the CITY, but rather solely responsible for his/her acts and omissions. CONTRACTOR has full control over the means and methods of performing said services, and CONTRACTOR understands that said services are being performed as an independent Contractor. Nothing in this Agreement shall in any way be construed to constitute the CONTRACTOR, or any of its agents or employees, as an agent, employee or representative of the CITY.
- B. The business accounts acquired under this Agreement are the sole and exclusive property of the CONTRACTOR, and the CITY has no legal nor equitable interest in the advertising accounts solicited and acquired by the

CONTRACTOR other than to recover any unpaid advertising fees in the event CONTRACTOR fails to do so, and/or to terminate those accounts for which payment is not being received in the event CONTRACTOR fails to do so, and/or as provided herein.

C. CONTRACTOR shall perform with his/her own organization specified and required for this Agreement. No assignment or transfer in whole or in part of this Agreement shall be made without the written consent of the CITY.

D. CONTRACTOR may retain or subcontract for the services of other necessary consultants, with the written approval of the CITY. Any such subcontractors shall comply, to the extent applicable, with the terms and conditions of this Agreement and all of the obligations and duties imposed upon the CONTRACTOR hereunder. No other subcontracting or assignments will be permitted.

V. COMPLIANCE

CONTRACTOR agrees to fully comply with all appropriate local, city, state and federal laws, regulations and ordinances governing the performance of contractual services required hereunder, in accordance with professional standards of care, including local business license requirements. Federal requirements are attached as “**Exhibit A**” hereto this Agreement.

VI. EQUAL OPPORTUNITY/NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, age or sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, sex, age or sexual orientation.

VII. NOTICES

All notices required or permitted by this Agreement, including notice of change of address, shall be in writing and given by personal delivery, electronic mail, or sent by United States Mail, postage prepaid and addressed to the parties intended to be notified. Notice shall be deemed given as of the date of delivery in person or as the date deposited in any post office or any post office box regularly maintained by United States Government. Notice shall be given as follows:

CITY: John Andoh, Transit Manager
City of Escalon
2060 McHenry Avenue
Escalon, CA 95320

CONTRACTOR:

VIII. MERGER

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the include terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

IX. CONFLICT OF INTEREST

No member, officer or employee of the CITY, during this tenture or for one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

X. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR shall act as an independent contractor and shall have control of the work stated in this Agreement and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of the CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the CITY provides its employees.

XI. HOLD HARMLESS

CONTRACTOR hereby covenants and agrees to, and shall, indemnify, save harmless and defend, the CITY, its agents and/or employees against all claims, demands, costs and liabilities for damages of any kind or nature arising out of or occasioned by CONTRACTOR's performance of its obligations pursuant to this Agreement. However, this indemnity does not extend to any loss, damage or expense arising out of the negligence or willful misconduct of the CITY or the CITY's employees.

XII. INSURANCE

The CONTRACTOR, at his own cost and expense, shall take out and maintain throughout the period of this Agreement comprehensive general liability insurance with the minimum limits of one million dollars (\$1,000,000.00) combined single limit (CSL) covering all bodily injury and property damager

arising out of its operations under this Agreement Other insurance provisions and requirements shall include the following:

A. General Liability Coverage

1. The CITY, its officers, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on the behalf of the CONTRACTOR; or premises owned, leased or used by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers. An endorsement shall be provided evidencing such coverage.
2. The CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officials, employees or volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it
3. Any failure to comply with the reporting provisions of the insurance policies shall not affect coverage provided to the CITY, its officials, employees or volunteers.
4. Coverage shall state that the CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. Worker's Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the CITY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the CITY.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

D. Verification of Coverage

CONTRACTOR shall furnish the CITY with certificates of insurance and certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the CITY before work commences.

XIII. LITIGATION

If litigation ensues which pertains to the subject matter of CONTRACTOR’s services hereunder, CONTRACTOR, upon request from CITY, agrees to testify therein at a reasonable and customary fee.

XIV. DAMAGE TO CITY BUSES

Any damage caused to CITY buses, facilities, personnel, or other equipment by the CONTRACTOR shall promptly provide restitution to the CITY for any losses to correct the damage.

XV. CONTRACTOR PROPOSAL

CONTRACTOR proposal shall be attached as “**Exhibit B**” hereto this Agreement..

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF ESCALON

CONTRACTOR

By: _____

Jaylen French
Interim City Manager

By: _____

Taxpayers Identification Number

City of Escalon Business License #

EXHIBIT A

FEDERAL CLAUSES



CITY OF ESCALON ADVERTISING POLICY

I. Purpose and Intent

The purpose of this policy is to create definite, uniform standards for the display of advertising in or on the City's owned equipment, materials and facilities, including, but not limited to: electronic billboard, buses, utility billings, recreation facilities and registration website, and any other revenue-generating medium controlled by the City. This policy is intended to be an objective and enforceable standard for advertising that is consistently applied, and which is consistent with the free speech guarantees of the constitutions of the United States and the State of California.

The City's acceptance of advertising in or on the City's electronic billboard, buses, recreation facilities and registration website, and utility billings does not provide or create a general public forum for expressive activities. In keeping with its proprietary function as a provider of public services, the City does not intend its acceptance of advertising to convert its electronic billboard, buses, recreation facilities and registration website, or printed materials into open public forums for public discourse and debate. Rather, the City's fundamental purpose and intent is to accept advertising as an additional means of generating revenue to support its operations. In furtherance of this discreet and limited objective, the City retains strict control over the nature of the ads accepted for posting on or in its electronic billboard, buses, recreation facilities and registration website, and printed materials, and maintains its advertising spaces as limited public forums.

In the City's experience, certain types of advertisements interfere with the program's primary purpose of generating revenue to benefit City services. This policy advances the advertising program's revenue-generating objective by prohibiting advertisements that could detract from that goal by creating substantial controversy, interfering with and diverting resources from transit or other City operations, and/or posing significant risks of harm, inconvenience, or annoyance to transit passengers, operators and vehicles, and other members of the public. Such advertisements create an environment that is not conducive to achieving increased revenue for the benefit of City services or to preserving and enhancing the security, safety, comfort and convenience of its operations. The viewpoint neutral restrictions in this policy thus foster the maintenance of a professional advertising environment that maximizes advertising revenue.

This policy is intended to provide clear guidance as to the types of advertisements that will allow the City to generate revenue and enhance transit and other City operations by fulfilling the following goals and objectives:

- Maximizing advertising revenue;
- Preventing the risk of imposing demeaning or disparaging views on a captive audience;
- Maintaining a position of neutrality on controversial issues;
- Preserving marketing potential of the advertising space by avoiding content that the community could view as demeaning, disparaging, objectionable, inappropriate or harmful to members of the public generally or to minors in



CITY OF ESCALON ADVERTISING POLICY

particular;

- Maximizing ridership and participation in City recreational and other activities;
- Avoiding claims of discrimination and maintaining a non-discriminatory environment for riders and other members of the public; and
- Preventing any harm or abuse that may result from demeaning, disparaging or objectionable advertisements.

The City's electronic billboard, buses, recreation facilities and registration website, and printed materials are limited public forums and, as such, the City will accept only that advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and restrictions provided herein.

The City reserves the right to suspend, modify or revoke the application of any of the standards in this policy as it deems necessary to comply with legal mandates, to accommodate its primary transportation function, or to fulfill the goals and objectives identified above. All of the provisions in this policy shall be deemed severable.

It is the City's declared intent and purpose to take into account interests which are of importance to the operation of City services. These interests include:

1. Maximizing revenues by advertising;
2. Maintaining an orderly administration and operation of City's services which includes maximizing revenues by attracting and maintaining the those using the services provided;
3. Maintaining the safety those using City services;
4. Protecting minors who use City's services or participate in recreational events;
5. Avoiding any potential identification of the City with the viewpoints expressed in advertisement on City equipment, facilities and materials;
6. Not discouraging the use of City services;
7. Not interfering with the presentation/communication of transit information necessary for the safe and efficient use of City services;
8. Not diminishing the City's reputation in the communities it serves or the goodwill of its customers; and
9. Maintaining consistency with the principal purposes of providing safe, reliable, efficient and quality public transportation, recreational and other City services.

The City reserves the right to amend these policies and standards at any time. Any revisions or amendments to this policy will be in writing and supplied to all advertising contractors. Any member of the public may obtain a copy of these standards at any time, upon request.

II. Advertising Standards and Restrictions



CITY OF ESCALON ADVERTISING POLICY

A. Permitted Advertising Content

It is the intent of the City to permit commercial advertising for products and services, and to provide advertising space for public service announcements. All Commercial and Promotional Advertising and Public Service Announcements must meet or exceed high quality standards of art and design as exemplified in the industry and as determined by the City.

1. Commercial and Promotional Advertising. Commercial and promotional advertising promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, programs, transactions, donations, products or property for commercial purposes or more generally promotes an entity that engages in such activity.
2. Public Service Announcements. An advertisement shall satisfy the following criteria in order to qualify as a Public Service Announcement (PSA):
 - a. The sponsor of a PSA must be a government entity or a nonprofit corporation that is exempt from taxation under §501c (3) of the Internal Revenue Code.
 - b. The PSA must be directed to the general public or a significant segment of the public and relate to:
 - i. Prevention or treatment of illness
 - ii. Promotion of safety, health or personal well-being
 - iii. Provision of family or child social services
 - iv. Solicitation by broad-based employee contribution campaigns which provide funds to multiple charitable organizations (e.g. United Way)
 - v. Provision of services and programs that support low income citizens or persons of disability
 - vi. City-sponsored events as determined by the City Council or promoted by the City of Escalon Recreation Department
 - vii. Local (City of Escalon) non-profit fundraising events
 - c. A PSA may not include a commercial message or mention a festival, show, sporting event, concert, lecture, or event for which an admission fee is charged for commercial purposes, or a message that contains prohibited advertising content as set forth below.
3. Disclaimer. The City reserves the right, in all circumstances, to require an advertisement to include a disclaimer indicating that it is not sponsored by, and does not reflect the views of the City.
4. Additional Requirement. Any advertising in which the identity of the sponsor is not readily and unambiguously identified must include the following phrase to



CITY OF ESCALON ADVERTISING POLICY

identify the sponsor in clearly visible letters (no smaller than 72 point type for exteriors and 24 point type for interiors): “*Advertisement paid for by [Sponsor’s Name].*”

B. Prohibited Advertising Content.

The City intends that its advertising venues constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth below. Certain forms of paid and unpaid advertising will not be permitted for placement or display by the City. No advertisement will be displayed or maintained if the advertisement or information contained in it falls within one or more of the following categories:

1. False, misleading, or deceptive commercial speech. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is false, misleading, or deceptive.
2. Unlawful goods or services. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use of any unlawful goods or services, or the use of any goods or services in violation of applicable laws.
3. Unlawful conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities under local, state or federal laws.
4. Unlawful possession. The advertisement, or any material contained in it, implies or declares possession of unlawful or illegal goods or services under local, state or federal laws.
5. Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by the City of any service, product or point of view, without prior written authorization of the City (through its City Manager).
6. Obscenity or Nudity. Contains any nudity, obscenity, sexual content, sexual excitement, or sadomasochistic abuse.
7. Prurient sexual suggestiveness. The advertisement contains material that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary or community standards, would find appeals to the prurient interest of minors or adults in sex.
8. Tobacco. The advertisement promotes the sale or use of tobacco or tobacco-related products.
9. Demeaning or disparaging. Advertising that includes language, pictures, or other graphic representations that are derogatory or defamatory of any person or group



CITY OF ESCALON ADVERTISING POLICY

because of race, color, national origin, ethnic background, age, disability, ancestry, marital or parental status, military discharge status, source of income, religion, gender or sexual orientation.

10. Profanity. The advertisement contains profane language.
11. Violence. The advertisement contains any image or description of graphic violence or the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm on a person or animal.
12. "Adult" - oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, adult book stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites and escort services.
13. Political. Advertising promoting or opposing:
 - a. A political party;
 - b. The election of any candidate or group of candidates for federal, state or local government offices;
 - c. Any legislation, initiative, referendum or ballot measure; or
 - d. A political action committee, political campaign or political philosophy, viewpoint on matters of public debate about economic, political, religious or social issues.
14. Alcohol, Marijuana, and Regulated Substances. Advertising that promotes the sale or use of beer, wine, distilled spirits, alcoholic beverages, or any substance licensed and regulated under California law; however, this prohibition shall not prohibit advertising that includes the name of a restaurant that is open to minors.
15. Firearms. Advertising that promotes or solicits the sale, rental, distribution or availability of firearms or firearms-related products.
16. Harmful or Disruptive to City Services. Any material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of or interference with the City services.

III. Advertising Program and Administration.

A. Administration.

The City Manager shall designate one or more City staff members as "Advertising Administrators" who shall be responsible for the daily administration of the City's advertising program, in a manner consistent with these guidelines.



CITY OF ESCALON ADVERTISING POLICY

B. Procedure.

The designated Advertising Administrator shall review each advertisement submitted for display on or in the City's property to determine whether the advertisement falls within the adopted standards and guidelines. If it appears the advertisement may be questionable; the Advertising Administrator shall notify the City Manager before the advertisement is approved and installed. The City Manager's determination regarding whether the advertisement meets the adopted standards and guidelines set forth in this policy is final.

Approved by City Council May 7, 2018

Welcome Aboard!

Welcome aboard **eTrans**, the City of Escalon's transit service! **eTrans** provides Escalon Dial-A-Ride and Route 35 to Modesto service that operates within the City of Escalon with service to Riverbank. The bus will actually come to your door! We want to thank you for joining us and hope you Enjoy The Ride!

We Want Your Bus Ride to be Perfect!

For comments, concerns, questions or suggestions regarding **eTrans** transit services, please contact:

John Andoh, Transit Coordinator
City of Escalon, Escalon, CA 95320
2060 McHenry Avenue
(209) 691-7465
FAX: (209) 691-7439
Email: jandoh@cityofescalon.org



Transit Service Information

Service Hours:

eTrans operates between 8:12 a.m. and 5:12 p.m. Monday through Friday except on the following holidays: New Years Day, Dr. Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

Bike and Ride:



Bicycles are allowed on board all **eTrans** buses. Two bicycles can be stored on the front rack. If the rack is full, the bicycle may be brought inside in the bus at the bus operator's discretion. Riders are responsible for loading and unloading their own bicycles. The City or its contractors are not responsible for lost, stolen or damage bicycles.

Route Deviations & Dial-A-Ride Information:

The bus operates on a 30-minute window. The bus could show up 15 minutes before to 15 minutes after the time requested. The bus will only wait 5 minutes before proceeding to the next pick up or drop off.

eTrans is a door-to-door service. This means bus operators will provide assistance to the door of the pick up or drop off location with permission from the passenger.

When making a reservation, please provide us with the following:

- Your name and telephone number
- Where you would like to be picked up
- Where you are going
- The time you need to arrive at your destination
- When you would like to return
- Any special needs or request

Route deviations on Route 35 to Modesto are on a first come, first served, space available basis. A passenger may only request up to two (2) deviations, unless passengers loads are light to warrant more deviations.

Subscription Service:

Available to passengers that have a regular travel pattern that is daily, weekly or monthly. Please call us to sign up for the service. The no-show and late cancel policy applies to this service.



eTrans is provided by contract with a transit provider and is a service of the City of Escalon.

ADA Service:

Passengers that are unable to board a fixed route bus or access a fixed route bus stop may apply for certification to use ADA service. ADA certified riders receive priority service on Escalon Dial-A-Ride, deviations on Route 35 to Modesto and coordinated transfers to RTD County Hopper, Ride the S Shuttles, Riverbank Dial-A-Ride and ADA Paratransit for travel beyond Escalon. Please call (209) 943-1111 for more details. All buses are equipped with passenger lifts for mobility devices and meet ADA requirements. Lifts can only accommodate passengers and mobility devices that do not exceed the capacity of the wheelchair lift.

No Shows and Late Cancels:

Please call (209) 541-6645 if you no longer want a trip. If a passenger receives six no-shows and/or late cancels in a one-year period, they will be subject to a suspension from riding **eTrans**. Passengers suspended may appeal the decision of the Transit Coordinator by mailing, faxing or emailing a letter.

Package Policy & Lost & Found Information

Space is limited; bring a maximum of five bags and/or packages. Bus operators are allowed to assist only to the door of the pick up or drop off location and cannot provide assistance with bags and/or packages that exceed 10 pounds. Should you lose an item on board an **eTrans** bus, please call us at (209) 541-6645. Items will be turned over to the Escalon Police Department. Call (209) 691-7300 with questions. The City and its contractor are not responsible for lost or stolen items.

Mobility Training:

We can teach you how to ride the bus! Call (209) 242-9965, or email access@SJRTD.com, for more information.

Emergency Ride Home:

dibs, a program of the San Joaquin Council of Governments provides an emergency ride home program to registered workers who use transit to get to work. To participate, call 1-800-52-SHARE or visit www.dibsmysway.com.

Rules of the Road

Rules ensure the safety and comfort for all passengers and the bus operator. Please observe the following rules:

- No smoking on buses or transit facilities.
- Eating and drinking are permitted provided that you dispose of your waste from eating or drinking and do not spill on board the bus.
- No standing in front of the white "standee" line while the bus is in motion.
- No unnecessary conversation with the bus operator.
- No abusive, threatening or obscene language on the bus.
- All electronic devices turned on require the use of headphones.
- No hazardous materials or weapons of any kind shall be allowed on board (except oxygen).
- All animals brought on board must be in an approved carrier, except properly documented service animals.
- No signs or advertisements may be placed on board vehicles. To advertise on board buses, contact the City's Transit Coordinator.
- No vandalism or graffiti is allowed on buses or transit facilities.
- No illegal activity of any kind shall be tolerated.
- All strollers, scooters, folding carts and large packages must be stowed under the passenger seat.
- Rollerblades and skates are not allowed to be worn on buses.
- Shoes and shirts are required to ride buses.
- No littering on buses or transit facilities.

The above rules are enforced under the California Penal Code Section 640. Violation of the rules may result in the suspension of riders, a \$250 fine and/or six months of community service.

How To Use This Guide & Ride the Bus

The map on the reserve side of this guide shows the Dial-A-Ride zone and the intercity route to Modesto. When using Escalon Dial-A-Ride, call at least 15 minutes in advance (up to 7 days in advance) for pick up from locations within Escalon or to connect to Ride The S Riverbank Dial-A-Ride.

All intercity bus stops are shown as triangles on the map. Timepoints (those highlighted on the schedule) are shown with white dots on the map.

Use these easy steps to plan your trips:

1. Use the map to identify the route(s) that connects where you are and where you wish to go.
2. Find the nearest timepoint on the route which is nearest to the bus stop where you wish to board or call (209) 541-6645 to request the bus to come to your door.
3. Find the timepoint on the schedule. Read down to see what time the bus departs from that point. Read across (left to right) to see how the progress along the route.

Bus Stops and Flagging the Bus:

You can catch the bus anywhere along its route or service area by flagging the bus down as it drives by. Pick a safe, visible location and wave your arm as the bus approaches. To get off the bus between designated stops, just ask the bus operator. Flag stops are not allowed within Modesto.

All designated stops are marked with a yellow and purple eTrans sign. If the sign is not visible or you are unsure of the location of a bus stop, please call (209) 541-6645 for assistance.



Safe Place:

If you are between the ages of 12 and 17 years old and you are in danger, please board an **eTrans** bus and ask that you need a Safe Place. Our bus operator will help you obtain assistance from the Women's Center - Youth & Family Services of San Joaquin County. For more information call 1-800-769-4337.

Other Transit Services in the Area

dibs: (800) 52-SHARE - www.dibsmysway.com

Ride The S: (209) 521-1274 - www.ridetheS.org
(209) 527-4900 - Ride The S Demand Response

San Joaquin RTD: (800) HOW-TO-RIDE - www.sjRTD.com

Ripon Blossom Express: (209) 253-5327 - www.cityofripon.org
RTD Van Go!

RTD operates Van Go! a rideshare service to connect to other cities in San Joaquin County, including Stockton and Manteca. Reservations can be made by calling 1-800-FOR-RIDE or by downloading the RTD VanGo! app on your smartphone. Fare is \$4.00 per zone. More details is available by online at www.sjRTD.com/VanGo.

Transfers to Ride The S are available. Ask the bus operator.



Sacramento Region
Travel Info
www.sacreion511.org

For personal trip planning assistance, call (209) 541-6645 or 511. TDD/TTY users call 711 through the California Relay Service.



Rider's Guide

Escalon Dial-A-Ride & Flex Route to Modesto



For more information call 209.541.6645

www.escalonetrans.org

Effective July 1, 2022



eTrans Route 35 Schedule - Escalton to Modesto (Monday - Friday Only)

To Modesto - Southbound								
Almond Grove Mobile Home Park (Depart)	California Ave. & Jackson Ave. (Rite Aid Pharmacy)	Downtown Park & Ride Lot Main St. at Viking St.	Escalton Community Center at Escalton Bellota Rd.	Escalton Bellota Rd. & Yosemite Ave. near Crossroads Plaza	McHenry Ave. & Ullrey Ave. (across Escalton City Hall)	Kiernan Ave. & McHenry Ave.	Kaiser Permanente Medical Center at Dale Rd. & Bangs Ave.	Vintage Faire Mall at Dale Rd. & Veneman Ave. (Arrive)
1	2	3	4	5	6	7	8	9
8:12	8:17	8:20	8:22	8:23	8:25	8:34	8:42	8:45
Escalton Dial-A-Ride Service between 9:12 a.m. to 11:32 a.m. and 12:32 p.m. to 1:12 p.m. - Call 209.541.6645 for a ride.								
1:12	1:17	1:20	1:22	1:23	1:25	1:34	1:42	1:45
Escalton Dial-A-Ride Service between 2:12 p.m. to 3:32 p.m. - Call 209.541.6645 for a ride.								
4:12	4:17	4:20	4:22	4:23	4:25	4:34	4:42	4:45

To Escalton - Northbound								
Vintage Faire Mall at Dale Rd. & Veneman Ave. (Depart)	McHenry Ave. & Sylvan Ave.	McHenry Ave. & Kiernan Ave.	McHenry Ave. (Escalton City Hall)	Escalton Bellota Rd. & Yosemite Ave. near Crossroads Plaza	Escalton Community Center at Escalton Bellota Rd.	Downtown Park & Ride Lot Main St. at Viking St.	California Ave. & Jackson Ave. (Rite Aid Pharmacy)	Almond Grove Mobile Home Park (Arrive)
9	10	7	6	5	4	3	2	1
8:45	8:55	8:59	9:08	9:09	Upon Request	9:12	Upon Request	Upon Request
Escalton Dial-A-Ride Service between 9:12 a.m. to 11:32 p.m. and 12:32 p.m. to 1:12 p.m. - Call 209.541.6645 for a ride.								
1:45	1:55	1:59	2:08	2:09	Upon Request	2:12	Upon Request	Upon Request
Escalton Dial-A-Ride Service between 2:12 p.m. to 3:32 p.m. - Call 209.541.6645 for a ride.								
4:45	4:55	4:59	5:08	5:09	Upon Request	5:12	Upon Request	Upon Request

Fare Information - eTrans is now Free!

eTrans Dial-A-Ride (Monday - Friday Only)

General public door-to-door Dial-A-Ride service that includes the entire city limits of Escalton with service to Jacob Myers Park in Riverbank from 9:12 a.m. to 11:32 a.m. and 12:32 p.m. to 1:12 p.m. and 2:12 p.m. to 3:32 p.m. Please make reservations at least 15 minutes in advance. If you need to cancel your trip, call us as soon as possible. You can make a trip reservation or cancel a trip by calling (209) 541-6645 or 511.

Reservations can be made Monday through Friday from 8:00 a.m. to 5:00 p.m. Connections to Ride the S Eastside Shuttle and Riverbank Dial-A-Ride are possible by asking the bus operator or asking the dispatcher when making your reservation.

When dial-a-ride service is not available, please use Route 35 and request a route deviation for destinations within the City of Escalton only. No Saturday, Sunday or Holiday service.



To request this Rider's Guide or other transit information in alternative and/or accessible formats, please call (209) 691-7465 or e-mail: transit@cityofescalton.org. TDD/TTY users may call 711 through the California Relay Service.

EZHub The EZ Way to Plan, Pay and Ride

Find EZHub on the Vamos Mobility app

Download on the App Store | GET IT ON Google Play

EZHub Plan, Pay and Ride!
EZHub is a cashless mobile ticketing and fare payment system available in the Vamos Mobility App, making it "EZ" to purchase public transit tickets in your mobile device. Once downloaded, transit riders can use the app to plan their journeys and purchase tickets for TRACER, GrapeLine, RTD, ACE, Blossom Express, eTrans, Ride the S, Turlock Transit and Manteca Transit. The free app is available from both the App Store and Google Play or visit Vamos Mobility.

Title VI Notice
In compliance with U.S. Department of Transportation Title VI regulations (49 CFR part 21), the City of Escalton operates programs without regard to race, color, and national origin. Contact the City of Escalton Transit at 2060 McHenry Avenue, Escalton, CA 95320, (209) 691-7465, or email: transit@cityofescalton.org to request additional information regarding City of Escalton's nondiscrimination obligations. Any person who believes himself or any specific class of persons to be subjected to discrimination prohibited by Title VI may by himself or by a representative file a written complaint with the City of Escalton or with the Federal Transit Administration (FTA) Office of Civil Rights, Attention: Title VI Program Coordinator, East Building - 5th Floor TCR, 1200 New Jersey Avenue SE, Washington, DC 20590. A complaint must be filed no later than 180 days after the date of the alleged discrimination, unless the time for filing is extended by FTA.

**PROFESSIONAL SERVICES AGREEMENT FOR
TRANSIT ADVERTISING SERVICES ON ETRANS BUSES**

This Agreement is made and entered into the 15th day of August, 2016, by and between the City of Escalon, a municipal corporation (hereinafter referred to as “CITY”) and Valley Outdoor Advertising (hereinafter referred to as “CONTRACTOR”).

The parties hereto enter into this Agreement for the purposes of “CONTRACTOR” providing professional services to “CITY” under the following terms and conditions.

In consideration hereof, and the mutual promises contained herein, the parties agree as follows:

I. SCOPE OF SERVICES

A. CONTRACTOR shall provide the following services: solicit and sell interior and exterior advertising space on eTrans vehicles. The CONTRACTOR shall be responsible for the solicitation of advertisements and the setting of rental rates, the servicing of the accounts and the creation, placement, repair and removal of any and all signs displayed on eTrans vehicles.

1. Only interior signs and exterior signs will be placed on eTrans buses. No full bus wrap advertisements are allowed without written CITY approval.
2. The CITY reserves all legal rights to reject any sign produced pursuant to this Agreement and may, without notice to CONTRACTOR, remove any sign, which in its sole determination is discriminatory, offensive and/or presents a hazard to the health, safety and welfare of the CITY.
3. The CITY may use, free of charge 11” X 17” maximum interior sign spaces in each bus to publicize non-profit agencies, community events and transit-related news. The notice frame located behind the bus operator’s seat shall remain under the exclusive control of the CITY for public notices and shall not at any time be used by CONTRACTOR for advertising purposes.

II. PAYMENT

A. The payment made by advertisers shall be divided as follow

1. CONTRACTOR shall guarantee the CITY a minimum of forty five percent (45%) of the net monthly rental revenues, for advertisements placed on eTrans vehicles. The guarantee increases one percent (1%) annually years 2 through 8.
- B. Payment of the proceeds to which the CITY is entitled will be due and payable no later than thirty (30) days after CONTRACTOR has received payment on billings to advertisers. The CITY will have the right to examine accounting records relating to the transit advertisement program. Checks shall be made payable to the "City of Escalon".
- C. In the event that all or any portion of the work prepared or partially prepared by CONTRACTOR or terminated by the CITY, the CITY shall be entitled to a pro-rated share of the amount due in the month of termination as well as any payments due from months prior thereto.
- D. All payments shall be sent to the designated project contact person. Payments will be checked by said contact person for compliance with the provisions of this Agreement.

III. TERM OF AGREEMENT

The term of this Agreement commences on July 1, 2016 and ends on June 30, 2019, with five one (1) year extensions at the CITY's sole discretion. However, either party may terminate this Agreement upon providing the other party thirty (30) days' written notice of such termination, given in the manner provided in Section VII herein. Should this Agreement be terminated, CITY shall honor any existing advertising agreements entered into by CONTRACTOR until termination of said agreements.

IV. OWNERSHIP OF ACCOUNTS

- A. It is understood and agreed that CONTRACTOR possesses distinct professional skills in performing said services. It is further understood and agreed that CONTRACTOR, including his/her agents and employees, is not an agent or employee of the CITY, but rather solely responsible for his/her acts and omissions. CONTRACTOR has full control over the means and methods of performing said services, and CONTRACTOR understands that said services are being performed as an independent Contractor. Nothing in this Agreement shall in any way be construed to constitute the CONTRACTOR, or any of its agents or employees, as an agent, employee or representative of the CITY.

- B. The business accounts acquired under this Agreement are the sole and exclusive property of the CONTRACTOR, and the CITY has no legal nor equitable interest in the advertising accounts solicited and acquired by the CONTRACTOR other than to recover any unpaid advertising fees in the event CONTRACTOR fails to do so, and/or to terminate those accounts for which payment is not being received in the event CONTRACTOR fails to do so, and/or as provided herein.
- C. CONTRACTOR shall perform with his/her own organization specified and required for this Agreement. No assignment or transfer in whole or in part of this Agreement shall be made without the written consent of the CITY.
- D. CONTRACTOR may retain or subcontract for the services of other necessary consultants, with the written approval of the CITY. Any such subcontractors shall comply, to the extent applicable, with the terms and conditions of this Agreement and all of the obligations and duties imposed upon the CONTRACTOR hereunder. No other subcontracting or assignments will be permitted.

V. COMPLIANCE

CONTRACTOR agrees to fully comply with all appropriate local, city, state and federal laws, regulations and ordinances governing the performance of contractual services required hereunder, in accordance with professional standards of care, including local business license requirements. Federal requirements are attached as **Exhibit A** hereto this Agreement.

VI. EQUAL OPPORTUNITY/NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, age or sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, sex, age or sexual orientation.

VII. NOTICES

All notices required or permitted by this Agreement, including notice of change of address, shall be in writing and given by personal delivery or sent by United States Mail, postage prepaid and addressed to the parties intended

to be notified. Notice shall be deemed given as of the date of delivery in person or as the date deposited in any post office or any post office box regularly maintained by United States Government. Notice shall be given as follows:

CITY: John Andoh, Transit Coordinator
City of Escalon
2060 McHenry Avenue
Escalon, CA 95320

Mike Georguson
Valley Outdoor Advertising
1920 Tienda Dr Suite 203
Lodi, CA 95242

VIII. MERGER

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the include terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

IX. CONFLICT OF INTEREST

No member, officer or employee of the CITY, during this tenture or for one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

X. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR shall act as an independent contractor and shall have control of the work stated in this Agreement and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of the CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the CITY provide its employees.

XI. HOLD HARMLESS

CONTRACTOR hereby covenants and agrees to, and shall, indemnify, save harmless and defend, the CITY, its agents and/or employees against all claims,

demands, costs and liabilities for damages of any kind or nature arising out of or occasioned by CONTRACTOR's performance of its obligations pursuant to this Agreement. However, this indemnity does not extend to any loss, damage or expense arising out of the negligence or willful misconduct of the CITY or the CITY's employees.

XII. INSURANCE

The CONTRACTOR, at his own cost and expense, shall take out and maintain throughout the period of this Agreement comprehensive general liability insurance with the minimum limits of one million dollars (\$1,000,000.00) combined single limit (CSL) covering all bodily injury and property damage arising out of its operations under this Agreement Other insurance provisions and requirements shall include the following:

A. General Liability Coverage

1. The CITY, its officers, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on the behalf of the CONTRACTOR; or premises owned, leased or used by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers. An endorsement shall be provided evidencing such coverage.
2. The CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officials, employees or volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it
3. Any failure to comply with the reporting provisions of the insurance policies shall not affect coverage provided to the CITY, its officials, employees or volunteers.
4. Coverage shall state that the CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. Worker's Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the CITY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the CITY.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

D. Verification of Coverage

CONTRACTOR shall furnish the CITY with certificates of insurance and certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the CITY before work commences.

XIII. LITIGATION

If litigation ensues which pertains to the subject matter of CONTRACTOR's services hereunder, CONTRACTOR, upon request from CITY, agrees to testify therein at a reasonable and customary fee.

XIV. DAMAGE TO CITY BUSES

Any damage caused to CITY buses, facilities, personnel, or other equipment by the CONTRACTOR shall promptly provide restitution to the CITY for any losses to correct the damage.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF ESCALON

CONTRACTOR

By: _____
Tammy Alcantor
City Manager

By: Mike Sargison
552-31-8282
Taxpayers Identification Number
To be acquired
City of Escalon Business License #

EXHIBIT A

FEDERAL CLAUSES

A. FEDERAL CLAUSES AND OTHER REQUIREMENTS

1. Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. Buy America

[Not Applicable]

3. Charter Bus Requirements and School Bus Requirements

Charter Bus Requirements:

[Not Applicable]

School Bus Requirements:

[Not Applicable]

4. Cargo Preference - Use of United States- Flag Vessels

[Not Applicable]

5. Seismic Safety

[Not Applicable]

6. Energy Conservation

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

7. Clean Water

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. Bus Testing

[Not Applicable]

9. Pre-Award and Post-Delivery Audit Requirements

[Not Applicable]

10. Lobbying Restrictions

The CONTRACTOR agrees to:

(a) Refrain from using Federal assistance funds to support lobbying,

(b) Comply, and assure the compliance of each third party CONTRACTOR at any tier and each SUBCONTRACTOR at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

(c) Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

11. Access to Records

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the

Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

12. Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (10) dated October, 2003), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

13. Bonding Requirements

Bid Bond Requirements (Construction)

[Not Applicable]

Performance and Payment Bonding Requirements (Construction)

[Not Applicable]

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the City of Escalon interest.

(a) The following situations may warrant a performance bond:

1. City of Escalon property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City of Escalon determines that a lesser amount would be adequate for the protection of the City of Escalon .
2. The City of Escalon may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City of Escalon may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the City of Escalon 's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

- (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
- (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

[Not Applicable]

Patent Infringement Bonding Requirements (Patent Indemnity)

[Not Applicable]

Warranty of the Work and Maintenance Bonds

[Not Applicable]

14. Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. Recycled Products

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

16. Davis-Bacon and Copeland Anti-Kickback Acts

[Not Applicable]

17. Contract Work Hours and Safety Standards Act

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and each SUBCONTRACTOR at any tier of the Project, with the following employee protection requirements for contract employees

(a) Overtime requirements - No CONTRACTOR or SUBCONTRACTOR contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any SUBCONTRACTOR responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and SUBCONTRACTOR shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages – The CONTRACTOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or SUBCONTRACTOR under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or SUBCONTRACTOR for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts - The CONTRACTOR or SUBCONTRACTOR shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the SUBCONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any SUBCONTRACTOR or lower tier SUBCONTRACTOR with the clauses set forth in this section.

18. [Reserved]

19. No Government Obligation to Third Parties

(a) The City of Escalon and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the

Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Escalon , CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

20. Program Fraud and False or Fraudulent Statements or Related Acts.

(a) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(b) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(c) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

21. Termination

Upon written notice, CONTRACTOR agrees that the Federal Government may suspend or terminate all or part of the Federal financial assistance provided herein if CONTRACTOR has violated the terms of the Grant Agreement or Cooperative

Agreement, or if the Federal Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of the Grant Agreement or Cooperative Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement. Termination of any Federal financial assistance for the Project will not invalidate obligations properly incurred by CONTRACTOR before the termination date, to the extent those obligations cannot be canceled. If, however, the Federal Government determines that CONTRACTOR has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable and appropriate use of the Project real property, facilities, or equipment, or has failed to comply with the terms of the Grant Agreement or Cooperative Agreement, the Federal Government reserves the right to require CONTRACTOR to refund the entire amount of Federal funds provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement

(a) Termination for Convenience: The City of Escalon may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to City of Escalon to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the City of Escalon, the CONTRACTOR will account for the same, and dispose of it in the manner the City of Escalon directs.

(b) Termination for Default: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Escalon that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or beyond the control of the CONTRACTOR, the City of Escalon, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

(c) Termination for Cost-Type Contracts: The City of Escalon may terminate this contract, or any portion of it, by serving a notice of termination on the CONTRACTOR. The notice shall state whether the termination is for convenience of the City of Escalon or is for the default of the CONTRACTOR. If the termination is for default, the notice shall state the manner in which the CONTRACTOR has failed to perform the requirements of the contract. The CONTRACTOR shall account for any property in its possession paid for from funds received from the City of Escalon, or property supplied to the CONTRACTOR by the City of Escalon. If the termination is for default, the City of Escalon may fix the fee, if the contract provides for a fee, to be paid the CONTRACTOR in proportion to the value, if any, of the work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the City of Escalon and the parties shall negotiate the termination settlement to be paid the CONTRACTOR.

22. Government-wide Debarment and Suspension (Nonprocurement)

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and SUBCONTRACTOR at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," within 49 C.F.R. Part 29.

23. Privacy Act

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

(a) The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(b) The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. Civil Rights

The following requirements apply to the underlying contract:

(a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29

C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(c) The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. Breaches and Disputes

(a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Escalon . This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the City of Escalon. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Escalon shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

(b) Performance During Dispute - Unless otherwise directed by the City of Escalon , CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

(c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

(d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Escalon and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

(e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Escalon , Architect or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

26. Patent and Rights in Data.

[Not Applicable]

27. Transit Employee Protective Arrangements.

[Not Applicable]

28. Disadvantaged Business Enterprise

The CONTRACTOR agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

(a) The CONTRACTOR agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(b) The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. The CONTRACTOR's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Grant Agreement or Master Agreement. Upon notification to the CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

29. [Reserved]

30. Incorporation of FTA 4220.1E Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a

conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any City of Escalon request, which would cause the City of Escalon to be in violation of the FTA terms and conditions.

31. Substance Abuse

[Not Applicable]

Lobbying Certification

The undersigned Mike Georguson certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

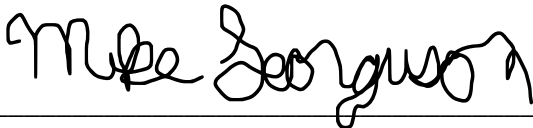
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, Valley Outdoor Advertising, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of CONTRACTOR'S Authorized Official

Mike Georguson Owner Valley Outdoor Advertising
Name and Title of CONTRACTOR'S Authorized Official

Sept 15, 2016

Date

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Escalon may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to City of Escalon if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction,"

"principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Escalon for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Escalon.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

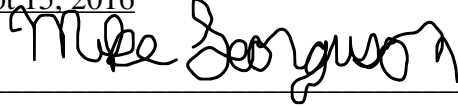
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Escalon may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date: Sept. 15, 2016
Signature: 
Company Name: Valley Outdoor Advertising
Title: Owner

Non-Collusion Affidavit for Contractor

STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

Mike Georguson declares and says:

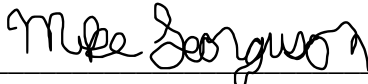
1. That he/she is the (owner, partner, representative, or agent) of Valley Outdoor Advertising, hereinafter referred to as (contractor) or (SUBCONTRACTOR).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Escalon , State of California.
3. That his/her proposal is genuine and is not collusive or a sham proposal.

4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including its this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against City or any person interested in the proposed contract; and,

5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR or any of its agents, owners, representatives, employees, or parties in interest, including its affiliate.

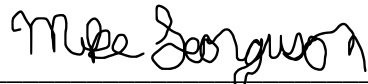
I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this 15th day of September, 2016, at Lodi, California.

Signed: 

Title: **Owner**
Certification of Eligibility (Labor Standards)

Valley Outdoor Advertising (Name of CONTRACTOR) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Agreements Incorporating Labor Standard Provisions.

SIGNATURE: 

DATE: September 15, 2016

TITLE: Owner

COMPANY NAME: Valley Outdoor Advertising

Certification of Primary Participant Regarding Responsibility Matters

The Primary Participant: Valley Outdoor Advertising (Name of CONTRACTOR) certifies to the best of its knowledge and belief, that it and its principals:

- a. Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- b. Are not presently under indictment for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
- c. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, state or local) terminated for default.

If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, Valley Outdoor Advertising (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official: _____

Title: Owner

The undersigned chief legal counsel (or corporate secretary) for the _____ hereby certifies that the _____ has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary: _____

Date: _____

**AMENDMENT NO. 1 TO THE PROFESSIONAL
SERVICES AGREEMENT FOR
TRANSIT ADVERTISING SERVICES ON ETRANS BUSES**

This Amendment No. 1 (“Amendment”) to Agreement (“Agreement”) between the City of Escalon and Valley Outdoor Advertising is made and entered into this 1st day of July, 2018, by and between Valley Outdoor Advertising an individual (“Contractor”) and the City of Escalon, a municipal corporation (“City”).

RECITALS

A. On August 15, 2016, the City of Escalon approved an Agreement with Contractor to provide professional services for transit advertising services.

B. City now desires to amend the Agreement in order to reference and incorporate the advertising policy approved by City Council on May 7, 2018.

C. Contractor represents that it has the necessary professional skills and experience to satisfactorily provide consulting services in a timely manner.

D. City desires to engage Contractor for the purpose of performing the scope of services identified.

NOW, THEREFORE, the parties hereby agree as follows:

1. Exhibit B of the Agreement is hereby added to include the City’s Advertising Policy approved on May 7, 2018 and confirm that the Transit Coordinator or designee as established by the City Manager shall be the Advertising Administrator as it relates to this Agreement.

2. Paragraph 2 of Section I, Scope of Services in the Agreement is hereby amended to read in full as follows:

“The CITY reserves all legal rights to reject any sign produced pursuant to this Agreement and may, without notice to CONTRACTOR, remove any sign which, in its sole determination, is discriminatory, offensive and/or presents a hazard to the health, safety and welfare of the CITY. Exhibit B, the City’s Advertising Policy, is attached hereto and incorporated herein.”

3. Except as otherwise provided in this Amendment, the Agreement shall continue in full force and effect.

THIS SPACE INTENTIONALLY LEFT BLANK

TO EFFECTUATE THIS AMENDMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF ESCALON

**VALLEY OUTDOOR
ADVERTISING**

By: Tammy Alcantor
Tammy Alcantor
City Manager

By: Mike Longson

552-31-8287
~~552-31-8287~~

Taxpayers Identification Number

City of Escalon Business License #

Exhibit B
Advertising Policy



CITY OF ESCALON ADVERTISING POLICY

I. Purpose and Intent

The purpose of this policy is to create definite, uniform standards for the display of advertising in or on the City's owned equipment, materials and facilities, including, but not limited to: electronic billboard, buses, utility billings, recreation facilities and registration website, and any other revenue-generating medium controlled by the City. This policy is intended to be an objective and enforceable standard for advertising that is consistently applied, and which is consistent with the free speech guarantees of the constitutions of the United States and the State of California.

The City's acceptance of advertising in or on the City's electronic billboard, buses, recreation facilities and registration website, and utility billings does not provide or create a general public forum for expressive activities. In keeping with its proprietary function as a provider of public services, the City does not intend its acceptance of advertising to convert its electronic billboard, buses, recreation facilities and registration website, or printed materials into open public forums for public discourse and debate. Rather, the City's fundamental purpose and intent is to accept advertising as an additional means of generating revenue to support its operations. In furtherance of this discreet and limited objective, the City retains strict control over the nature of the ads accepted for posting on or in its electronic billboard, buses, recreation facilities and registration website, and printed materials, and maintains its advertising spaces as limited public forums.

In the City's experience, certain types of advertisements interfere with the program's primary purpose of generating revenue to benefit City services. This policy advances the advertising program's revenue-generating objective by prohibiting advertisements that could detract from that goal by creating substantial controversy, interfering with and diverting resources from transit or other City operations, and/or posing significant risks of harm, inconvenience, or annoyance to transit passengers, operators and vehicles, and other members of the public. Such advertisements create an environment that is not conducive to achieving increased revenue for the benefit of City services or to preserving and enhancing the security, safety, comfort and convenience of its operations. The viewpoint neutral restrictions in this policy thus foster the maintenance of a professional advertising environment that maximizes advertising revenue.

This policy is intended to provide clear guidance as to the types of advertisements that will allow the City to generate revenue and enhance transit and other City operations by fulfilling the following goals and objectives:

- Maximizing advertising revenue;
- Preventing the risk of imposing demeaning or disparaging views on a captive audience;
- Maintaining a position of neutrality on controversial issues;
- Preserving marketing potential of the advertising space by avoiding content that the community could view as demeaning, disparaging, objectionable, inappropriate or harmful to members of the public generally or to minors in



CITY OF ESCALON ADVERTISING POLICY

particular;

- Maximizing ridership and participation in City recreational and other activities;
- Avoiding claims of discrimination and maintaining a non-discriminatory environment for riders and other members of the public; and
- Preventing any harm or abuse that may result from demeaning, disparaging or objectionable advertisements.

The City's electronic billboard, buses, recreation facilities and registration website, and printed materials are limited public forums and, as such, the City will accept only that advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and restrictions provided herein.

The City reserves the right to suspend, modify or revoke the application of any of the standards in this policy as it deems necessary to comply with legal mandates, to accommodate its primary transportation function, or to fulfill the goals and objectives identified above. All of the provisions in this policy shall be deemed severable.

It is the City's declared intent and purpose to take into account interests which are of importance to the operation of City services. These interests include:

1. Maximizing revenues by advertising;
2. Maintaining an orderly administration and operation of City's services which includes maximizing revenues by attracting and maintaining the those using the services provided;
3. Maintaining the safety those using City services;
4. Protecting minors who use City's services or participate in recreational events;
5. Avoiding any potential identification of the City with the viewpoints expressed in advertisement on City equipment, facilities and materials;
6. Not discouraging the use of City services;
7. Not interfering with the presentation/communication of transit information necessary for the safe and efficient use of City services;
8. Not diminishing the City's reputation in the communities it serves or the goodwill of its customers; and
9. Maintaining consistency with the principal purposes of providing safe, reliable, efficient and quality public transportation, recreational and other City services.

The City reserves the right to amend these policies and standards at any time. Any revisions or amendments to this policy will be in writing and supplied to all advertising contractors. Any member of the public may obtain a copy of these standards at any time, upon request.

II. Advertising Standards and Restrictions



CITY OF ESCALON ADVERTISING POLICY

A. Permitted Advertising Content

It is the intent of the City to permit commercial advertising for products and services, and to provide advertising space for public service announcements. All Commercial and Promotional Advertising and Public Service Announcements must meet or exceed high quality standards of art and design as exemplified in the industry and as determined by the City.

1. Commercial and Promotional Advertising. Commercial and promotional advertising promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, programs, transactions, donations, products or property for commercial purposes or more generally promotes an entity that engages in such activity.
2. Public Service Announcements. An advertisement shall satisfy the following criteria in order to qualify as a Public Service Announcement (PSA):
 - a. The sponsor of a PSA must be a government entity or a nonprofit corporation that is exempt from taxation under §501c (3) of the Internal Revenue Code.
 - b. The PSA must be directed to the general public or a significant segment of the public and relate to:
 - i. Prevention or treatment of illness
 - ii. Promotion of safety, health or personal well-being
 - iii. Provision of family or child social services
 - iv. Solicitation by broad-based employee contribution campaigns which provide funds to multiple charitable organizations (e.g. United Way)
 - v. Provision of services and programs that support low income citizens or persons of disability
 - vi. City-sponsored events as determined by the City Council or promoted by the City of Escalon Recreation Department
 - vii. Local (City of Escalon) non-profit fundraising events
 - c. A PSA may not include a commercial message or mention a festival, show, sporting event, concert, lecture, or event for which an admission fee is charged for commercial purposes, or a message that contains prohibited advertising content as set forth below.
3. Disclaimer. The City reserves the right, in all circumstances, to require an advertisement to include a disclaimer indicating that it is not sponsored by, and does not reflect the views of the City.
4. Additional Requirement. Any advertising in which the identity of the sponsor is not readily and unambiguously identified must include the following phrase to



CITY OF ESCALON ADVERTISING POLICY

identify the sponsor in clearly visible letters (no smaller than 72 point type for exteriors and 24 point type for interiors): “*Advertisement paid for by [Sponsor’s Name].*”

B. Prohibited Advertising Content.

The City intends that its advertising venues constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth below. Certain forms of paid and unpaid advertising will not be permitted for placement or display by the City. No advertisement will be displayed or maintained if the advertisement or information contained in it falls within one or more of the following categories:

1. False, misleading, or deceptive commercial speech. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is false, misleading, or deceptive.
2. Unlawful goods or services. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use of any unlawful goods or services, or the use of any goods or services in violation of applicable laws.
3. Unlawful conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities under local, state or federal laws.
4. Unlawful possession. The advertisement, or any material contained in it, implies or declares possession of unlawful or illegal goods or services under local, state or federal laws.
5. Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by the City of any service, product or point of view, without prior written authorization of the City (through its City Manager).
6. Obscenity or Nudity. Contains any nudity, obscenity, sexual content, sexual excitement, or sadomasochistic abuse.
7. Prurient sexual suggestiveness. The advertisement contains material that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary or community standards, would find appeals to the prurient interest of minors or adults in sex.
8. Tobacco. The advertisement promotes the sale or use of tobacco or tobacco-related products.
9. Demeaning or disparaging. Advertising that includes language, pictures, or other graphic representations that are derogatory or defamatory of any person or group



CITY OF ESCALON ADVERTISING POLICY

because of race, color, national origin, ethnic background, age, disability, ancestry, marital or parental status, military discharge status, source of income, religion, gender or sexual orientation.

10. Profanity. The advertisement contains profane language.
11. Violence. The advertisement contains any image or description of graphic violence or the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm on a person or animal.
12. "Adult" - oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, adult book stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites and escort services.
13. Political. Advertising promoting or opposing:
 - a. A political party;
 - b. The election of any candidate or group of candidates for federal, state or local government offices;
 - c. Any legislation, initiative, referendum or ballot measure; or
 - d. A political action committee, political campaign or political philosophy, viewpoint on matters of public debate about economic, political, religious or social issues.
14. Alcohol, Marijuana, and Regulated Substances. Advertising that promotes the sale or use of beer, wine, distilled spirits, alcoholic beverages, or any substance licensed and regulated under California law; however, this prohibition shall not prohibit advertising that includes the name of a restaurant that is open to minors.
15. Firearms. Advertising that promotes or solicits the sale, rental, distribution or availability of firearms or firearms-related products.
16. Harmful or Disruptive to City Services. Any material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of or interference with the City services.

III. Advertising Program and Administration.

A. Administration.

The City Manager shall designate one or more City staff members as "Advertising Administrators" who shall be responsible for the daily administration of the City's advertising program, in a manner consistent with these guidelines.



CITY OF ESCALON ADVERTISING POLICY

B. Procedure.

The designated Advertising Administrator shall review each advertisement submitted for display on or in the City's property to determine whether the advertisement falls within the adopted standards and guidelines. If it appears the advertisement may be questionable; the Advertising Administrator shall notify the City Manager before the advertisement is approved and installed. The City Manager's determination regarding whether the advertisement meets the adopted standards and guidelines set forth in this policy is final.

Approved by City Council May 7, 2018

**AMENDMENT NO. 2 TO THE PROFESSIONAL
SERVICES AGREEMENT FOR
TRANSIT ADVERTISING SERVICES ON ETRANS BUSES**

This Amendment No. 2 (“Amendment”) to Agreement (“Agreement”) between the City of Escalon and Valley Outdoor Advertising is made and entered into this 1st day of July, 2020, by and between Valley Outdoor Advertising an individual (“Contractor”) and the City of Escalon, a municipal corporation (“City”).

RECITALS

A. On August 15, 2016, the City of Escalon approved an Agreement with Contractor to provide professional services for transit advertising services.

B. City now desires to amend the Agreement in extend the Agreement by two years to June 30, 2021.

C. Contractor represents that it has the necessary professional skills and experience to satisfactorily provide consulting services in a timely manner.

NOW, THEREFORE, the parties hereby agree as follows:

1. Paragraph 1 of Section III, Term of Agreement in the Agreement is hereby amended to read in full as follows:

III. TERM OF AGREEMENT

The term of this Agreement commences on July 1, 2016 and ends on June 30, 2021, with three one (1) year extensions at the CITY’s sole discretion. However, ether party may terminate this Agreement upon providing the other party thirty (30) days’ written notice of such termination, given in the manner provided in Section VII herein. Should this Agreement be terminated, CITY shall honor any existing advertising agreements entered into by CONTRACTOR until termination of said agreements.

2. Except as otherwise provided in this Amendment, the Agreement shall continue in full force and effect.

THIS SPACE INTENTIONALLY LEFT BLANK

TO EFFECTUATE THIS AMENDMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

**CITY OF ESCALON
OUTDOOR**

VALLEY

ADVERTISING

By: Tammy Alcantor
Tammy Alcantor
City Manager

By: Mike Deryn

552-31-8287

Taxpayers Identification Number

4651

City of Escalon Business License #

PAGE * MERGEFORMAT 2

PAGE * MERGEFORMAT 1

**AMENDMENT NO. 3 TO THE PROFESSIONAL
SERVICES AGREEMENT FOR
TRANSIT ADVERTISING SERVICES ON ETRANS BUSES**

This Amendment No. 3 (“Amendment”) to Agreement (“Agreement”) between the City of Escalon and Valley Outdoor Advertising is made and entered into this 1st day of July, 2021, by and between Valley Outdoor Advertising an individual (“Contractor”) and the City of Escalon, a municipal corporation (“City”).

RECITALS

A. On August 15, 2016, the City of Escalon approved an Agreement with Contractor to provide professional services for transit advertising services.

B. On July 1, 2020, the City amended the Agreement in extend the Agreement by one year to June 30, 2021.

C. City now desires to amend the Agreement in extend the Agreement by two years to June 30, 2023.

D. Contractor represents that it has the necessary professional skills and experience to satisfactorily provide consulting services in a timely manner.

NOW, THEREFORE, the parties hereby agree as follows:

1. Paragraph 1 of Section III, Term of Agreement in the Agreement is hereby amended to read in full as follows:

III. TERM OF AGREEMENT

The term of this Agreement commences on July 1, 2016 and ends on June 30, 2021, with three one (1) year extensions at the CITY’s sole discretion. However, ether party may terminate this Agreement upon providing the other party thirty (30) days’ written notice of such termination, given in the manner provided in Section VII herein. Should this Agreement be terminated, CITY shall honor any existing advertising agreements entered into by CONTRACTOR until termination of said agreements.

2. Except as otherwise provided in this Amendment, the Agreement shall continue in full force and effect.

THIS SPACE INTENTIONALLY LEFT BLANK

TO EFFECTUATE THIS AMENDMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF ESCALON

**VALLEY OUTDOOR
ADVERTISING**

By: Dominique Romo
Dominique Romo
City Manager

By: Mike Seayson

552 31 8287

Taxpayers Identification Number

4651

City of Escalon Business License #

**AMENDMENT NO. 4 TO THE PROFESSIONAL
SERVICES AGREEMENT FOR
TRANSIT ADVERTISING SERVICES ON ETRANS BUSES**

This Amendment No. 4 (“Amendment”) to Agreement (“Agreement”) between the City of Escalon and Valley Outdoor Advertising is made and entered into this 1st day of July, 2023, by and between Valley Outdoor Advertising an individual (“Contractor”) and the City of Escalon, a municipal corporation (“City”).

RECITALS

A. On August 15, 2016, the City of Escalon approved an Agreement with Contractor to provide professional services for transit advertising services.

B. On July 1, 2020, the City amended the Agreement to extend the Agreement by one year to June 30, 2021 and on July 1, 2021, two years to June 30, 2023;

C. City now desires to amend the Agreement in extend the Agreement by one last final year to June 30, 2024.

D. Contractor represents that it has the necessary professional skills and experience to satisfactorily provide consulting services in a timely manner.

NOW, THEREFORE, the parties hereby agree as follows:

1. Paragraph 1 of Section III, Term of Agreement in the Agreement is hereby amended to read in full as follows:

III. TERM OF AGREEMENT

The term of this Agreement commences on July 1, 2016 and ends on June 30, 2021, with three one (1) year extensions at the CITY’s sole discretion. However, ether party may terminate this Agreement upon providing the other party thirty (30) days’ written notice of such termination, given in the manner provided in Section VII herein. Should this Agreement be terminated, CITY shall honor any existing advertising agreements entered into by CONTRACTOR until termination of said agreements.

2. Except as otherwise provided in this Amendment, the Agreement shall continue in full force and effect.

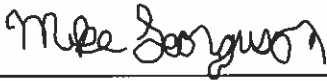
THIS SPACE INTENTIONALLY LEFT BLANK

TO EFFECTUATE THIS AMENDMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF ESCALON

**VALLEY OUTDOOR
ADVERTISING**

By: 
Dominique Romo
City Manager

By: 

552-31-8287
Taxpayers Identification Number

4651
City of Escalon Business License #