

Invitation for Bids Number: 17-20

Addendum 1

Date: March 3, 2017

Acknowledgment of Addenda

The undersigned acknowledges receipt of the following addenda to the bidding document:

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT
SENT TO RIPTA SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the bid.

Name of Bidder

Street Address

City, State, Zip

Signature of Authorized Official

Date

Attached please find the following

Questions and RIPTA Response from Sun Power
Questions and RIPTA Response from Lamar Outdoor Advertising

Five Year Revenue Summary
Current Contract

Questions from Sun Power

1. Please provide a revenue summary for the last 5 years.
See Attached Five Year Summary.
2. Please provide a copy of the current advertising concession contract, including any amendments.
See attached contract
3. Please describe the proposed method of takeover by the successful Proposer of the 341 existing shelters with the previous operator over the two year period?
The proposed method should be described by the proposer
4. What municipal permits do you require on the new shelters?
Whatever permit(s) are required by the municipalities where shelters are located.
5. Do you have copies of the original permits for existing shelters and if so will they be provided to the successful Proposer?
No and no.
6. Benches for minimum of 3 passengers and wheelchair user? Please clarify, is this to mean space within shelter? Or benches for 4 passengers?
The bench(es) must accommodate three passengers and the shelters must include sufficient space for a wheelchair.

Questions from Lamar Outdoor Advertising

7. I had a question regarding the snow removal request (page 5). Does the snow removal involve all locations?
Yes.

PROGRAM MR430L
RHODE ISLAND PUBLIC TRANSIT AUTHORITY
FROM DATE 01/01/12
TO DATE 02/28/17

CUSTOMER ID: 1114
LAST STATEMENT: 2/01/17
CURRENT BALANCE: 425.00
PENDING: .00
PREVIOUS BALANCE: 5,425.00
NAME: LAMAR TRANSIT ADVERTISING
ADDR: 360 WARREN AVENUE
EAST PROVIDENCE, RI 02914
STAT: A ACTIVE ADVERTISING FEES/CONTRACT

*=PENDING TRANSACTION

TRANS DATE	CODE	DESCRIPTION	INV #	ORIGINAL AMOUNT	AMOUNT UNPAID	OVERDUE	AGE	LAST BILL	CHG TYPE	AMOUNT UNAPPLIED	PYMT TYPE
2/06/17		PAYMENT		5,000.00	.00			2/01/17	A	.00	MR
2/01/17	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
1/13/17		PAYMENT		425.00				2/01/17		.00	MR
1/06/17		PAYMENT		5,000.00	.00			2/01/17	A	.00	MR
1/01/17	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
12/05/16		PAYMENT		5,000.00	.00			2/01/17	A	.00	MR
12/01/16	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
11/04/16		PAYMENT		5,000.00	.00			2/01/17	A	.00	MR
11/01/16	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
10/17/16		PAYMENT		5,000.00	.00			2/01/17	A	.00	MR
10/01/16	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
9/07/16		PAYMENT		5,425.00	.00			2/01/17	A	.00	MR
9/01/16	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
9/01/16	RE-SA	RENT - SIGN AD		1,275.00	.00	425.00	120	2/01/17	A	.00	MR
8/09/16		PAYMENT		5,000.00	.00			2/01/17	A	.00	MR
8/01/16	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
7/05/16		PAYMENT		5,000.00	.00			2/01/17	A	.00	MR
7/01/16	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
6/10/16	AV-SH	Charge adjustm		5,000.00	.00		C	2/01/17	J	.00	MR
6/10/16	AV-SH	Charge adjustm		1,000.00	.00		C	2/01/17	J	.00	MR
6/06/16		PAYMENT		4,000.00	.00			2/01/17	U	.00	MR
6/01/16	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	U	.00	MR
5/01/16	AV-SH	ADVERTISING/SH		5,000.00	.00	.00	030	2/01/17	U	.00	MR
4/05/16		PAYMENT		5,000.00	.00			2/01/17	A	.00	MR
4/01/16	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
3/04/16		PAYMENT		5,000.00	.00			2/01/17	A	.00	MR
3/01/16	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
2/05/16		PAYMENT		5,000.00	.00			2/01/17	A	.00	MR
2/01/16	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
1/11/16		PAYMENT		5,000.00	.00			2/01/17	A	.00	MR
1/01/16	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
12/10/15		PAYMENT		5,000.00	.00			2/01/17	A	.00	MR
12/01/15	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
11/09/15		PAYMENT		5,000.00	.00			2/01/17	A	.00	MR
11/01/15	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
10/06/15		PAYMENT		5,000.00	.00			2/01/17	A	.00	MR
10/01/15	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
9/08/15		PAYMENT		5,000.00	.00			2/01/17	A	.00	MR
9/03/15		PAYMENT		1,275.00	.00			2/01/17	A	.00	MR
9/01/15	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A	.00	MR
9/01/15	RE-SA	RENT - SIGN AD		1,250.00	.00		C	2/01/17	A	.00	MR
9/01/15	RE-SA	RENT - SIGN AD		25.00	.00		C	2/01/17	A	.00	MR

30471

TRANS DATE	CODE	DESCRIPTION	INV #	ORIGINAL AMOUNT	AMOUNT UNPAID	OVERDUE	AGE	LAST BILL	CHG TYPE	AMOUNT UNAPPLIED	PYMT TYPE
9/01/13	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
8/23/13	RE-SA	RENT - SIGN AD	27044	540.00	.00		C	2/01/17			MR
8/05/13	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
7/08/13	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
7/01/13	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
6/06/13	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
6/01/13	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
5/06/13	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
4/04/13	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
4/01/13	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
3/04/13	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
2/04/13	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
2/01/13	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
1/07/13	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
12/10/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
12/01/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
11/05/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
11/01/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
10/15/12	AV-SH	ADVERTISING/SH		540.00	.00		C	2/01/17	A		MR
10/04/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
9/10/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
9/01/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
8/23/12	RE-SA	RENT - SIGN AD	25503	540.00	.00		C	2/01/17	A		MR
8/06/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
8/01/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
7/09/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
7/01/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
6/04/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
6/01/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
5/04/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
5/01/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
4/06/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
4/01/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
3/06/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
3/01/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
2/06/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
2/01/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
1/06/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
1/01/12	AV-SH	ADVERTISING/SH		5,000.00	.00		C	2/01/17	A		MR
TOTAL CHARGES:				283,180.00	.00	425.00					
TOTAL PAYMENTS:				282,755.00	---	---					
REPORT TOTAL CHARGES:				283,180.00	.00	425.00					
REPORT TOTAL PAYMENTS:				282,755.00	---	---					

BUS SHELTER AGREEMENT AMENDMENT

This Bus Shelter Agreement Amendment ("Bus Shelter Amendment") is entered into by and between Rhode Island Public Transit Authority ("RIPTA") and Lamar Central Outdoor, LLC ("Lamar") on this 7th day of January, 2014.

WHEREAS, RIPTA and Lamar, via its predecessor, Public Transit Shelters, are parties to an Agreement to provide and service bus shelters, dated August 1979 (the "Bus Shelter Agreement");

WHEREAS, RIPTA desires that Lamar remove snow from certain bus shelters after each snow storm;

WHEREAS, RIPTA and Lamar have agreed upon terms and conditions under which Lamar will remove snow from those certain shelters after each storm;

NOW, THEREFORE, RIPTA and Lamar agree as follows:

1. Lamar will remove snow three (3) inches deep or greater from the 25 bus shelters identified on Exhibit A to this Bus Shelter Amendment at the rate of \$1,500 per storm. If the snow is six (6) inches deep or greater during any such storm, then Lamar will remove snow twice during such storm at the rate of \$1,500 for each snow removal event.
2. Lamar shall deduct payment for each snow removal event from the minimum fee paid by Lamar to RIPTA as set forth in paragraph 10 of the Bus Shelter Agreement, and Lamar shall reflect any such deductions in its books and records as provided in paragraph 15 of the Bus Shelter Agreement.
3. Lamar and RIPTA may renegotiate this Bus Shelter Amendment in the event of price increases and the availability of third party snow removal contractors. If Lamar and RIPTA are unable to reach an agreement on renegotiated terms, then either party may terminate this Bus Shelter Amendment with thirty (30) thirty days prior to the other party.

The entire agreement between the parties is set forth in this Bus Shelter Amendment and in the Bus Shelter Agreement. All terms and provisions of the Bus Shelter Agreement shall remain in full force and effect except as provided herein. No prior agreement or understanding with respect to this Bus Shelter Amendment shall be valid or any force or effect. No modification of this Bus Shelter Amendment shall be valid unless signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Bus Shelter Amendment as of the day and year first written above.

RHODE ISLAND PUBLIC
TRANSIT AUTHORITY

Raymond B. Studay
By: [Signature]
Its: REP
Date: 1/17/2014

LAMAR CENTRAL OUTDOOR, LLC

CHRIS LOCKERIN
By: [Signature]
Its: VP/Gen
Date: 1/17/2014

STOP NAME	AVG WKDAY ON	AVG WKDAY OFF	SHELTER TYPE
GARFIELD AVE AT STOP & SHOP	380.00	0.00	LAMAR W BENCH
BROAD FS THURBERS	296.74	58.15	LAMAR W BENCH
WASHINGTON NS MATTHEWSON	271.93	76.42	LAMAR WO BENCH
N MAIN NS RANDALL SQUARE	259.75	56.25	LAMAR W BENCH
BROAD FS LOCKWOOD	253.26	200.72	LAMAR W BENCH
N MAIN AT 670 CHARLESGATE	211.37	54.48	LAMAR W BENCH
ELMWOOD NS ONTARIO	187.80	33.87	LAMAR WO BENCH
ATWELLS FS VALLEY	185.86	8.93	LAMAR W BENCH
CRANSTON NS ANTHONY	174.44	15.24	LAMAR W BENCH
EDDY OPP RHODE ISLAND HOSPITAL ENTRANCE	132.01	13.60	LAMAR W BENCH
NEWPORT CITY HALL	125.45	2.79	TRANSART
MAIN BETWEEN ASCENSION & ARNOLD	124.38	40.47	LAMAR W BENCH
FERRY RD AT ROGER WILLIAMS UNIV	94.36	15.47	LAMAR W BENCH
BROADWAY NS TOBEY	89.64	21.68	LAMAR W BENCH
BROADWAY NS CRANSTON	85.10	5.08	LAMAR W BENCH
ELMWOOD FS WARRINGTON	84.23	9.38	LAMAR W BENCH
CHARLES FS MINERAL SPRING	81.11	19.61	LAMAR W BENCH
ELMWOOD FS BRIDGHAM	75.11	20.90	LAMAR W BENCH
SMITH NS ACADEMY	66.07	4.33	LAMAR W BENCH
RT 116 FS WAKE ROBIN	60.53	30.39	LAMAR W BENCH
ELMWOOD OPP JOB LOT	58.87	3.77	LAMAR W BENCH
CRANSTON NS CHAPIN	58.24	11.72	LAMAR W BENCH
BROADWAY NS BATTEY	56.93	21.72	LAMAR W BENCH
BULLOCKS POINT FS CRESCENT VIEW	53.63	4.25	LAMAR W BENCH

CONSENT TO ASSIGNMENT

The Rhode Island Public Transit Authority ("RIPTA") hereby consent to the assignment by Panelight Advertising, Inc. ("Panelight") of the Agreement between Public Transit Shelters, Inc., to which Panelight has lawfully succeeded, and RIPTA dated September 7, 1979, as amended by the Addendum dated November 6, 1996 between Panelight and RIPTA and the Second Addendum to Bus Shelters Agreement, dated the same date as this Consent to Assignment, (collectively the "Contract") to Triumph Outdoor Rhode Island, LLC ("Triumph"). The above Consent to Assignment shall be effective as of the closing of the sale by Panelight of its assets to Triumph and Addendum 2 shall also be effective as of such closing date.

RIPTA acknowledges that it is not aware of any act or omission on the part of Panelight which would constitute a breach under the Contract. As part of Panelight's assignment of its rights under the Contract, RIPTA consents to the transfer by Panelight of ownership of the existing bus shelters to Triumph.

Dated: December 2, 1998

Rhode Island Public Transit Authority

WITNESSED:

By: H. Kinch

By: Beverly A. Scott
Beverly Scott, General Manager

SECOND ADDENDUM TO BUS SHELTERS AGREEMENT

11/25/98

The addendum ("Addendum #2") is entered into by and between Rhode Island Public Transit Authority ("RIPTA") and Panelight Advertising, Inc. ("Panelight" or "Contractor") (d/b/a "Adpanels"). This addendum clarifies, amends and supersedes certain terms of the September 7, 1979 agreement between Rhode Island Public Transit Authority and Public Transit Shelters, Inc. (the Agreement), to which Panelight succeeded, and the November 6, 1996 addendum between Rhode Island Public Transit Authority and Panelight ("Addendum #1") currently in effect between RIPTA and Contractor and does so according to the following terms and conditions:

1. The terms and conditions of clauses 1, 2, 3, 5, 8 & 9 of Addendum #1 are reaffirmed.
2. Contractor agrees to install a minimum of 450 RIPTA designed and approved bus shelters/benches (including the replacement of existing Contractor's shelters in their current, or an alternate location designated by RIPTA as of the date hereof) within 18 months of the effective date of this Addendum #2; provided, however, that Contractor shall have additional time, not to exceed a total of 24 months from the effective date of this addendum #2, to complete the installation if the Contractor cannot complete the installation within 18 months because of extraordinary inclement weather conditions which materially interfere with the installation. Contractor retains the right to install additional shelters at other RIPTA approved locations in addition to the above mentioned 450 shelters. The Parties further agree that they shall be excused from compliance with the time limits of this provision to the extent that the failure to obtain necessary permits or approvals, notwithstanding reasonable efforts to do, prevents such compliance.
 - a. Included as part of the above stated minimum of 450 RIPTA designed and approved bus shelters, Contractor will install up to twenty-five twelve foot by sixteen foot (12' x 16') bus shelters with benches at other locations designated by RIPTA.
 - b. Each new shelter and replacement shelter under Addendum #2 shall be based on the Tolar 13' NALD model or equivalent and the RIPTA supplied shelter rendition (see Exhibit "A"). RIPTA shall have final design approval of all bench and shelter designs. All shelters shall be installed with concrete pads and illuminated. Where economically feasible, shelters shall be solar powered.

- c). RIPTA will develop a new list of 250 preferred bus shelter locations. In addition, the Contractor will submit to RIPTA Contractor's list of priority shelter locations by street. RIPTA will use its best efforts to incorporate the Contractor's locations into RIPTA's final priority list of 250 new shelters. Contractor shall prioritize the installation of shelter locations on RIPTA's final shelter location list.
- d). From time-to-time a request may be made by an individual/group for a unique or a creative designed bus shelter at a particular shelter location. For this unique situation, approval must be given by both RIPTA and the Contractor for said shelter and the cost of design and manufacturing will be the responsibility of said group or individual. Contractor will be responsible for the installation of this type of shelter.
- e). Each shelter shall contain two advertising display back-to-back faces, except for the large (12' x 16') shelter locations that shall contain up to four back-to-back advertising faces.
- f). Contractor will provide and install bus schedule holders and will restock schedules in said holders at a minimum of 3 times per year at RIPTA's Choose-up period. In addition to restocking schedules at RIPTA's Choose-up period, the Contractor will restock bus schedules into holders at the direction of RIPTA and will do so in a timely manner.
- g). Contractor is granted the exclusive right, but is not required, to install and maintain trash receptacles, and pay telephones.

Any cost associated with the installation and maintenance of the trash receptacles and trash collection will be negotiated.

Where requested and approved by RIPTA and in conformance with city or town regulations, the Contractor will install "vagrant deterrent" benches in all of its shelters.

3. The shelter and cleaning requirements of the 1979 Agreement (clause 5) are reaffirmed with the exception of the following provision:

“If INC. fails to remedy and repair the shelter within five (5) business days after written notice of said damage, RIPTA may then remedy and repair such shelter and recover its expenditures from INC. within thirty (30) days after notice to INC. that RIPTA has repaired the said damaged shelter.”

For the purpose of Addendum #2, the above provision will be stricken from the agreement.

The contractor will power wash each shelter monthly or more frequently, as required, to maintain in a graffiti free and pristine condition and clean each shelter twice per week. Contractor will maintain a detailed maintenance log that will be available to RIPTA upon demand. Exceptions to the power wash provisions will be for severe inclement weather (ice or snow) conditions. Additionally, Contractor shall secure and keep in force during the term of this contract a performance bond to guarantee the performance of the maintenance and cleaning requirements of the Agreement and this Addendum #2 in the amount of \$50,000. The performance bond will name RIPTA as the principal of the bond. Whenever the Contractor shall be declared by RIPTA to be in default, the surety shall promptly remedy the default or promptly pay to RIPTA the penal sum of the bond.

“Default” is defined as more than twenty percent (20%) of the shelter inventory being in disrepair, i.e. broken glass, graffiti, broken/dented metal shelter frames in disrepair, or dirty shelters. Notification of a default from RIPTA to the Contractor and the surety shall be by certified mail, return receipt requested. Before invoking the Performance Bond, Contractor shall be given a 20 day written notice and the opportunity to remedy those shelters in disrepair.

4. In the event that 10% of the total number of Contractor’s shelters are found to be in disrepair, RIPTA, with 30 day notice to Contractor, may remedy and repair said shelters with a RIPTA Independent Contractor and recover its expenditures from Contractor. Within the 30 day notice period, Contractor will be given the opportunity to remedy those shelters in disrepair.
5. The permanent prohibition of tobacco advertising is reaffirmed (Clause 10 of Addendum #1). In addition, Contractor agrees to limit alcohol advertising to the standard set by the OAA. Clause 5 of Addendum #1 is reaffirmed providing RIPTA with free shelter advertising on a space available basis.

6. The currently established process for RIPTA's approval of advertising copy is reaffirmed (Clause 4 of the Agreement). Any advertising copy not in keeping with the terms of the Agreement shall be removed immediately by the Contractor.
7. When RIPTA requests the removal of a shelter, RIPTA will utilize its best efforts to expeditiously site the new location in the same general area as the original shelter.
8. Consent to Assignment:
 - a. RIPTA agrees to execute concurrent with the execution of this Addendum #2 the form of Consent to Assignment attached hereto as Exhibit B.
 - b. Consent to future assignments by Triumph Outdoor Rhode Island, shall be subject to the terms and conditions of clause 7 of Addendum #1 and if approved, shall be completed expeditiously.
9. In the event of any conflict between this Addendum #2, and the Agreement, or Addendum #1, Addendum #2 shall prevail.

Rhode Island Public Transit Authority

By: Beverly A. Scott
Beverly A. Scott, General Manager

Date: 12/2/98

Panelight Advertising, Inc.

By: Edward Robalisky
Edward Robalisky, President

Date: 12-10-98



AGREEMENT ADDENDUM

This Addendum is entered into by and between RHODE ISLAND PUBLIC TRANSIT AUTHORITY (therein "RIPTA") and PANELIGHT ADVERTISING, INC. (dba and herein "ADPANELS"). This Addendum modifies, amends and supersedes certain terms of the Agreement currently in effect between RIPTA and Panelight Advertising, Inc. and does so according to the following terms and conditions.

1. The terms and conditions of clause 4 of the September 7, 1979 Agreement are reaffirmed. RIPTA continues to maintain final approval on all shelter advertising copy. ADPANELS is granted the right to place advertising on shelters, posters, security phones, attachments and devices as part of the system-wide bus shelter program.
2. ADPANELS retains the right to install additional shelters at other RIPTA approved locations at any time. ADPANELS may deny requests to provide or install shelters which do not provide for the placement of standard sized advertising posters. The fee payment to RIPTA shall continue as scheduled through 1999 and thereafter remain at \$60,000 per year through the year 2016. Fee payment shall be made on the fifteenth day of each month.
3. RIPTA shall select shelter sites with the cooperation of ADPANELS. Following RIPTA Safety Department siting and approval, RIPTA shall secure permits for shelters. ADPANELS in consultation with RIPTA shall determine the style, make, size and dimension of future shelters to be installed with final approval reserved for RIPTA. All new and refurbished shelters shall have a minimum of two glass panels in addition to the advertising panels. Generally, the materials used for the shelters will be an aluminum manufactured structure with a bronze tinted color, lexon or polycarbonate panels.
4. Subject to permit approvals, ADPANELS agrees to install or replace a minimum of 20 new shelters each year. ADPANELS is allowed to seek corporate sponsors to provide capital funding on new shelters and parts.
5. ADPANELS continues to have the sole, exclusive right to sell advertising space on shelters within the RIPTA system-wide shelter program. At ADPANELS discretion (when and where advertising space is available and there is no conflict with advertiser relationships), ADPANELS will provide free advertising space to promote RIPTA ridership or programs, provided that RIPTA pays for design and poster production costs. Said free advertising space will be up to 50 ADPANELS per year, and each panel shall be displayed for the

duration of one month. The dollar value associated with such RIPTA self-promotion is approximately \$4,500 per poster, per year, or a total of \$225,000.

6. ADPANELS will post a copy of each RIPTA route schedule in each of its appropriate bus shelters. ADPANELS will be responsible for changing each route schedule when changes occur in the individual route. RIPTA will provide the appropriate schedule holder in which to display said route schedule.
7. This Agreement as such may not be specifically assigned by either party hereto without the written consent of the other.
8. RIPTA hereby extends the current Agreement with ADPANELS from September 7, 1999 through December 31, 2016. RIPTA has the sole option to extend this Agreement thereafter for additional terms of five (5) years each. The fee payment to RIPTA shall be increased by \$2,000 per year for each extension year following the year 2016. At least 180 days in advance of the end of each extended term, RIPTA shall notify ADPANELS of its intention to extend through the next term.
9. RIPTA extends the right for ADPANELS to maintain and display advertising on PARK N RIDE STATE DOT SHELTERS.
10. ADPANELS agrees not to receive or to place on the panels in any manner or form whatsoever any advertising promoting cigarettes or the use of tobacco. ADPANELS agrees that this will be a permanent prohibition on all of its panels.

Agreed to this 6th day of November, 1996 by:

RHODE ISLAND PUBLIC TRANSIT
AUTHORITY

Beverly A. Scott
265 Melrose Street
Providence, RI 02907
Beverly Scott
Manager

PANELIGHT ADVERTISING, INC.
("ADPANELS")

Edward R. Robalisky
267 Melrose Street
Providence, RI 02907
Edward R. Robalisky, President

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of August, 1979 by and between RHODE ISLAND PUBLIC TRANSIT AUTHORITY, hereinafter referred to as "RIPTA" and PUBLIC TRANSIT SHELTERS, INC., an Illinois corporation, hereinafter referred to as "INC."

W I T N E S S E T H:

WHEREAS there exists in the area serviced by RIPTA a need for shelters at bus stops; and

WHEREAS RIPTA is and has been desirous to provide such shelters for the convenience, welfare and safety of its riders, and

WHEREAS INC. is willing to construct, install, repair and maintain such shelters at its own expense; and

WHEREAS INC. will be given the exclusive right to provide shelters with advertising at RIPTA bus stop locations, subject to all of the terms and conditions of this Agreement as they may exist from time to time, and

WHEREAS INC. is desirous of obtaining a franchise from RIPTA to so erect and maintain such shelters and to display advertising on certain surfaces of such shelters;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

1. INSTALLATION

INC. agrees to construct and install bus stop shelters at various bus stops serviced by RIPTA and INC. will have the exclusive right to display in conjunction therewith advertising material, subject to the terms and conditions of this Agreement, as hereinafter stipulated.

2. DESIGN SPECIFICATIONS

The design and lighting of the bus stop shelters shall at all times meet the approval of RIPTA.

3. CONSTRUCTION

INC. covenants that the bus stop shelters will be constructed in accordance with all governmental ordinances, laws, regulations and rules and specifications as set forth in agreement. INC. shall begin installation of shelters within a minimum of 60 days of execution of this agreement and shall install an average of 20 shelters per month thereafter until 150 shelters are installed subject to the following: (a) issuance of permits for locations specified by RIPTA (b) delays caused by the power company or installation contractor and (c) any other delays caused by circumstances not under the control of INC. INC. shall make every effort to complete the installation of 150 shelters within 12 months of execution of this Agreement. INC. shall use a local installation contractor, a local maintenance and cleaning contractor, and shall attempt to provide the capital cost of shelters with

local financing. Throughout the entire period of construction and the performance of the terms of this Agreement, INC. shall provide a full time, local resident manager, capable of organizing and directing construction, maintenance and cleaning and maximizing advertising revenues. INC. shall provide national sales representation.

4. ADVERTISING

Any and all advertising placed by INC. on the bus stop shelters shall be subject to disapproval by RIPTA or its designated representatives and shall be subject to any governmental laws, rules or regulations affecting the same. Any advertising material so disapproved by RIPTA, if objection is based upon reasonable grounds, shall be forthwith removed by INC. INC. shall make every effort to limit any category of advertising to no more than one-third of the complete inventory of advertising space. No more than two advertising displays shall be allowed per shelter.

Should RIPTA at any time during this Agreement permit the placement of bus benches with advertising, INC. shall have the priority right of placement of shelters in place of benches at all times and shall have the right of first refusal to furnish said benches. Said benches shall fall under the terms of this Agreement with respect to all conditions provided for shelters except payment per bench per year minimums.

5. MAINTENANCE AND LIABILITY

INC. shall at all times maintain the shelters in good

repair and in attractive and sanitary conditions and INC. shall be solely responsible for the cleaning, repairing, or replacement of any part thereof, including advertising materials. INC. shall clean each shelter, weather permitting, on a regular schedule of two cleanings per week per shelter or as needed on an emergency basis. In the event RIPTA or INC. is put on notice that any bus shelter has been damaged, INC. shall immediately repair such shelter. If INC. fails to remedy and repair the shelter within five (5) business days after written notice of said damage, RIPTA may then remedy and repair such shelter and recover its expenditures from INC. within thirty (30) days after notice to INC. that RIPTA has repaired the said damaged shelter.

INC. shall be liable for and shall hold RIPTA harmless from all damage to persons or property (including sidewalks, curbs and streets) by reasons of the construction, operation or maintenance of the bus stop shelters.

6. GOVERNMENT COMPLIANCE

INC. stipulates that it shall remove forthwith any bus stop shelter which interferes in any way with the construction, maintenance or repair of any public utilities, public works, or public improvements of any description, and in that event it further stipulates that it will restore sidewalks, curbs and streets to their original condition if so required by any governmental agency, and INC. shall bear the cost of expense of such restoration.

7. ILLUMINATION

INC. shall illuminate the bus stop shelters to the satisfaction of RIPTA between dusk and daylight of each day and/or whenever artificial light is required for the protection, safety and welfare of the public.

8. VANDALIZATION

In the event that any bus stop shelter shall have been damaged and/or vandalized to the point that the cumulative expenses of such repairs shall have exceeded the cost of the original construction thereof, and upon RIPTA's receipt of INC.'s bona fide invoices for said repairs and RIPTA's written consent in connection therewith, INC. shall thereupon have the right to remove said shelter. (Hereafter referred to as chronic vandalism.)

In the event that the vandalized and/or damaged bus stop shelter has not been repaired within ten (10) days after RIPTA has submitted notice to INC. to repair the same, RIPTA may elect to repair the shelter and/or remove the shelter and recover its expenditures from INC. within thirty (30) days after notice to INC. of the completion of repairs and/or removal. In any event, INC. shall be responsible for the cost of restoration of the sidewalk, curb or street contiguous to the shelter so removed.

If RIPTA is notified that any given bus shelter has been the victim of chronic vandalism as hereinbefore set forth,

and RIPTA has ascertained that no steps have been taken to remove the said shelter or otherwise repair the same, RIPTA, at its option, may either repair the shelter or remove the shelter and recover its expenditures from INC. within thirty (30) days after notice to INC. of the completion of repairs and/or removal.

9. OWNERSHIP

INC. shall have title to all of the constructed bus shelters except as otherwise provided herein. INC. covenants not to suffer or permit any lien or encumbrance to be placed or filed against such shelter and in the event any such lien or encumbrance is placed or filed against such shelter or shelters, INC. will take immediate steps to remove the same. INC. shall do all that is reasonable and proper to insure to RIPTA and its public the continued utilization of all said shelters.

10. TERM OF AGREEMENT AND MINIMUM FEE

The term of this Agreement shall be for a period of twenty (20) years from the date of execution. This Agreement may be extended or renewed for additional terms of years after the initial term upon the mutual consent of the parties hereto.

In consideration of RIPTA awarding said franchise, INC. shall pay to RIPTA for the first ten (10) years of this contract, a fee equal to \$200.00 per shelter year per installed shelter. This payment shall be made no later than thirty (30) days after

the conclusion of each twelve (12) month period of this Agreement commencing with the date of execution. Commencing with the eleventh year of this Agreement, INC. shall pay to RIPTA on a compounding basis seven (7%) percent of \$200.00 per shelter year per installed shelter. In the event RIPTA elects to continue this Agreement (subject to further negotiation as to payments of minimum fee and related financial matters) it shall so notify INC. in writing prior to 120 days before the expiration of this contract. RIPTA may, at its option alone, cancel this contract in all respects by said notice in writing at least 120 days prior to the expiration of the term of this Agreement.

11. MINIMUM SHELTERS

INC. expressly covenants that it shall build a minimum of one hundred and fifty (150) bus stop shelters and that all said shelters shall be constructed in accordance with the terms of this Agreement.

12. EXISTING SHELTERS

INC. shall maintain and care for RIPTA's existing shelters, but RIPTA shall provide the funds necessary for the proper maintenance and care of the same and will continue to supply stock shelter replacement parts to INC. as reasonably needed to keep the presently existing shelters in proper and reasonable condition. INC. shall have the privilege of placing its shelter wherever an existing RIPTA shelter is located provided that INC. shall pay for all costs of removal and relocation of the RIPTA shelter to a location assigned by RIPTA.

13. INSURANCE AND HOLD HARMLESS

During the term of this Agreement, INC. shall procure, carry and pay for windstorm, fire and extended coverage insurance, including insuring the construction, improvement and completed

thereof INC. will cause RIPTA to

become a named party on all of the policies as its interest may appear with the further understanding that the proceeds of such insurance shall be used forthwith to repair and/or restore said shelters as nearly as possible to their original condition prior to the occurrence of the casualty.

INC. shall at all times indemnify and hold harmless RIPTA and any of its agents, employees, and authority members from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any activity or use of the shelters contemplated by this Agreement including, but not limited to, the construction of the shelters, maintenance of same, advertisements on same and subsequent use.

INC. shall procure and maintain public liability insurance with limits of liability no less than Five Hundred Thousand (\$500,000.00) Dollars any one accident or occurrence. This insurance shall be placed with an insurance company registered with the Insurance Commissioner of the State of Rhode Island.

INC. shall also maintain Workmen's Compensation coverage with liability in accordance with the provisions of the Worker's Compensation Act of Rhode Island.

INC. shall furnish RIPTA with certificates of insurance providing no less than thirty (30) days advance notice of cancellation or non-renewal of the policies and all policies shall

name RIPTA as an additional insured.

14. OPTIONAL MEDIA TRADE-OFF

RIPTA at its exclusive option reserves the right to be paid in lieu of a portion of the guaranteed minimum fee as set forth hereinabove in Paragraph 10, an equivalent dollar amount in media trade-off upon terms and conditions to be mutually agreed upon by RIPTA and INC. If said media trade-off option is exercised, it will diminish accordingly the dollar amount of the minimum fee to be paid pursuant to the aforesaid provisions; provided, however, that in no event will the media trade-off exceed 66 2/3% of the total amount of the guaranteed minimum fee as it may be from time to time under the terms of this Agreement.

15. ACCOUNTING

INC. shall at all times keep complete and accurate books of account and records of its business and operations under and in connection with this Agreement. RIPTA through its authorized representatives shall have access to all books of account and records of INC. for the purpose of ascertaining the correctness of any and all such reports.

16. OPTION TO PURCHASE

Whenever this Agreement terminates or otherwise expires, RIPTA shall have the option to purchase the shelters from INC. at the fair market value of the shelters as guided by the American Arbitration Union, or in lieu thereof, RIPTA may direct INC. to remove the bus stop shelters and restore the respective sidewalks and curbs to their proper condition within one hundred fifty (150) days after notice at INC.'s own cost and expense.

17. EXPIRATION/TERMINATION

This contract shall expire or terminate only as set forth below:

(a) In the event of default by either party of any of the terms and conditions as set forth in this Agreement and failure by the alleged defaulting party to have rectified or remedied the default within thirty (30) days after notice is received of same, or

in the event, said period of time is unreasonable to cure the default, to have taken immediate steps within the said thirty (30) day period to commence remedying or curing the default.

(b) RIPTA may terminate this Agreement if INC. is declared bankrupt, insolvent or makes an assignment for the benefit of creditors or if a receiver is appointed or any proceedings are commenced by or against INC. under the Federal Bankruptcy Act, or in the event any lien is placed on any of the shelters and said lien has not been removed by INC. within ninety (90) days.

18. DISCRIMINATION

During the performance of this contract INC. agrees as follows:

(a) INC. will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. INC. will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. INC. agrees to post in conspicuous

places, available to employees and applicants for employment, notices to be provided by or at the direction of the Government setting forth the provisions of this Equal Opportunity Clause.

(b) INC. will, in all solicitations or advertisements for employees placed by or on behalf of INC., state that all qualified applicants will receive consideration for employment, without regard to race, color, religion, creed, sex, or national origin.

19. COMPLIANCE

INC. shall comply with and adhere to all Federal, State and municipal laws, rules and regulations now in force or which may hereafter be adopted.

20. LOCAL APPROVAL

No shelter shall be erected in any location other than a designated bus stop approved prior thereto by RIPTA providing that RIPTA shall have first obtained, if necessary, the permit or permits from the various cities and towns, as the case may be, for the installation of any bus shelters.

21. TERMS

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreement, oral or otherwise, regarding the subject matter shall be deemed to exist to bind either of the parties hereto. Moreover, this Agreement may not be modified except in writing by both parties.

22. WARRANTY

INC.. warrants that bus shelters shall meet rigid standards of design and construction as specified in Appendix A so that the shelters are attractive, utilitarian and safe at all times.

23. LAW OF INTERPRETATION

The parties expressly agree that this Agreement shall be construed and interpreted in accordance with and subject to the laws of the State of Rhode Island.

24. CONFLICT OF INTEREST

No member of the governing body of any city, state or town in the area serviced by RIPTA and no other public employee or officer of said city, state or town or of RIPTA who exercises any functions or responsibilities in the review or approval of the carrying out of the work and services to be performed under this Agreement shall have any personal interest, direct or indirect, in any corporation, firm or association which has such an interest in this Agreement.

25. SECURITY

A letter of credit acceptable to RIPTA for \$30,000 shall be required until contractor has completed the installation of 150 shelters.

Within twenty (20) calendar days after the award of contract, the contractor shall post the \$30,000 letter of credit

in accordance with the requirements of this Agreement or forfeit its bid letter of credit.

26. MISCELLANEOUS

RIPTA will cooperate in all reasonable manner and execute any and all reasonable documents necessary to record notice of this contract in whole or in part in any cities and towns in the State of Rhode Island in which shelters will be placed within fifteen (15) days of receipt of a written request from INC., provided that RIPTA's counsel determines that it is necessary that said contract be so recorded.

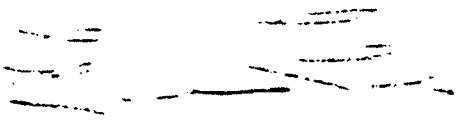
27. ARBITRATION

Any disagreement between the parties regarding their respective rights, duties or liabilities hereunder shall be settled by arbitration. Such arbitration shall be conducted upon request of either party before an arbitrator designated by the American Arbitration Association in accordance with the rules of such Association. The award of the arbitrator shall be binding, final and conclusive upon the parties. Judgment upon the award of the arbitrator may be entered in any court having competent jurisdiction thereof. The expense of arbitration proceedings conducted hereunder shall be borne equally by the parties and all arbitration proceedings shall be conducted within the State of Rhode Island.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on the date and year first above mentioned.

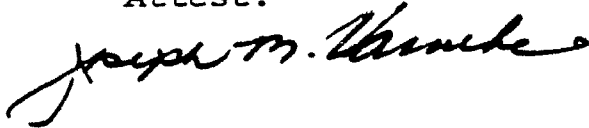
Attest:



RHODE ISLAND PUBLIC TRANSIT AUTHORITY

By Paul J. Forman

Attest:



PUBLIC TRANSIT SHELTERS, INC.

By John H. Forest