

**REQUEST FOR PROPOSALS  
#24-25-05**

**CITY OF GREENVILLE  
PUBLIC WORKS DEPARTMENT  
BUILDINGS AND GROUNDS DIVISION  
BUS STOP SHELTER AMENITIES  
City of Greenville, North Carolina**



*Find yourself in good company*

**Information Meeting: Tuesday, September 3, 2024, at 2:00 pm  
Public Works Administrative Offices  
1500 Beatty Street, Greenville, NC**

**Proposal Due Date: Tuesday, September 17, 2024, at 2:00 pm  
Public Works Administrative Offices  
1500 Beatty Street, Greenville, NC**

**Contact Persons:**

**Questions regarding the bid package:**  
Wanda House  
Financial Services Manager  
Telephone: 252-329-4862  
Fax: 252-329-4464  
Email: [whouse@greenvillenc.gov](mailto:whouse@greenvillenc.gov)

**Questions regarding the specifications:**  
Michael Turner  
Building Facilities Coordinator  
Telephone: 252-329-4921  
Fax: 252-329-4844  
Email: [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov)

**CITY OF GREENVILLE  
REQUEST FOR PROPOSALS  
"CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT BUILDINGS AND  
GROUNDS DIVISION BUS STOP SHELTER AMENITIES"**

The City of Greenville, NC is requesting proposals for "Public Works Department Bus Stop Shelter Amenities" as listed below. The scope of work will include, but not limited to, providing bus stop shelters, benches, litter receptacles, solar lighting, as well as, other associated amenities and products.

Sealed bids will be received by the City of Greenville until Tuesday, September 17, 2024, at 2:00 pm at the Public Works Department Administrative office located at 1500 Beatty Street, Greenville, NC 27835-7207 with the Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Bus Stop Shelter Amenities Proposal written on the outside of the sealed envelope. All proposals will be marked with the date and time they are received by reception staff.

Proposals will be opened and read aloud at 2:00PM on September 17, 2024 at the Public Works Administrative Offices at 1500 Beatty Street, Greenville, NC 27835. Proposals will be reviewed, and contracts will be awarded at a later date.

An information meeting will be held at the Public Works main conference room, located at 1500 Beatty Street, on Tuesday, September 3, 2024, at 2:00 pm. The information meeting is not mandatory but highly encouraged for prospective proposers to attend. The City of Greenville reserves the right to reject any or all proposals, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the opening thereof.

From the date of this advertisement until the date of opening the proposals, and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are and will continue to be on file in the office of Wanda House, Financial Services Manager, 200 W. Fifth Street, Greenville NC, or at the Public Works Department located at 1500 Beatty Street, Greenville NC, during regular business hours, and available to prospective proposers. Inquiries regarding the proposal process or documents should be directed to the Financial Services Manager at [whouse@greenvillenc.gov](mailto:whouse@greenvillenc.gov) or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

---

Wanda House, Financial Services Manager  
City of Greenville  
P O Box 7207  
Greenville, NC 27835-7207

**INSTRUCTIONS TO CONTRACTORS****Request for Proposal  
Bus Stop Shelter Amenities  
Location: Greenville N.C.**

1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage prior to award on this contract.
2. It is expressly understood by the contractor offering a proposal, after a written notice of award by the City, a written contract will be required to be executed and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.
3. Each Contractor submitting a proposal is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.
4. Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.
5. Questions regarding the specifications, shall be directed by email to Michael Turner, Building Facilities Coordinator at [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov).
6. By submitting a proposal, the Contractor attests that it is in compliance with all items listed in the proposal instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.
7. Contractor shall comply with all local, state, federal laws, safety/regulatory requirements, and ordinances associated with the work within this contract.
8. It is expected that work would begin upon issuance of a written notice to proceed letter.
9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided to Michael Turner, Building Facilities Coordinator at [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov)
10. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.
11. The City reserves the right to add or delete similar items/services specified in the proposal as requirements change during the period of the contract. Prices for items/services to be added or deleted from contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.
12. The Contractor shall NOT have the right to subcontract any part of its obligations and service requirements without the prior written authorization of the City. This authorization may be given by the Director of Public Works or designee. If any part of this work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth for each type

**of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.**

- 13. Contractor shall submit one (1) original and four (4) copies of their response to this RFP in a sealed carton clearly marked "City of Greenville-Bus Stop Shelter Amenities RFP". Text font size shall be no less than twelve (12) points with a total length of the proposal, including exhibits, of no more than 50 pages.**
- 14. It is anticipated that any supplies under the resulting contract from this solicitation may be funded through grants by the Federal Transit Administration (FTA) and is contingent upon funding availability; therefore, all rules and regulations relating to the funding source apply.**
- 15. A copy of the warranty must be furnished with the proposal.**
- 16. Proposals that are submitted on unauthorized forms or with different terms or provisions may not be considered a responsive proposal.**
- 17. It is the responsibility of the proposer/contractor/company to ensure that your firm is registered with the System of Award Management (SAM) and to visit [www.sam.gov](http://www.sam.gov) to verify that your firm's status is active and with no exclusions prior to award of this contract.**

*The remainder of this page intentionally left blank*

## PROPOSAL CONTENTS AND FORMAT

**Note:** The proposal shall be concise, straightforward and no more than fifty (50) pages, including all pertinent attachments, exhibits, appendices and product brochures.

Proposers which have relevant experience and positive references with orders of similar size and style of shelters are invited to complete and submit a proposal.

To enhance comparability, the proposal should be outlined per the informational sequence noted below:

1. Cover letter
2. Qualifications of the Firm
3. Bus shelter and street furniture design
4. Qualifications of Staff
5. Qualifications of Subcontractor
6. Certification Forms
7. Price Schedule

All proposals must be submitted and received on or before 2:00PM on Tuesday, September 17, 2024.

## EVALUATION CRITERIA

1. Cover letter
  - The cover letter shall summarize the key points in the proposal, include a statement regarding how the firm will administer this contract, an appropriate introductory and contact information including the name of the firm's principle liaison, and bear the signature of a person duly authorized to legally commit the firm.
  - Provide information regarding the disciplines and specialty areas that your firm can provide.
2. Qualifications of the Firm (30 Points)
  - Include a statement regarding the qualifications of the firm as a business entity, past performance, and experience with a special emphasis on work similar to this project.
  - Provide experience relevant to the implementation of amenities requiring advanced technologies and solar power.
  - Provide experience working with transit and transportation agencies.
  - Provide experience work with Federal, state and/or local governments.
  - Previous work performance and quality of completed work.
  - Provide examples of completed work within the last 5 years.
3. Bus shelter and street furniture design (30 Points)
  - Proposals shall include drawings and complete technical data on the products offered. Including plan and elevation drawings, concrete pad dimensions and specifications, connection and anchoring details, roof and gutter design, replaceable polycarbonate panels, and solar lighting system plans and specifications.
  - Provide complete installation instructions including the solar lighting system.
  - Upon award and prior to fabrication, the manufacturer shall prepare and submit complete shop drawings for each of the shelters proposed, as well as engineering calculations signed and sealed by a North Carolina licensed engineer.
  - Describe your firm's structural design specifications that meet the technical specifications.
  - Describe the details of the maintenance and durability of your firm's shelters.

4. **Qualifications of Staff (15 Points)**
  - Provide a statement describing a staffing plan that identifies the project manager(s) and other key personnel who will be assigned to the project.
  - Discuss the qualifications and experience of each key individual
    - i. Proposed project manager.
    - ii. Allocation of time to the performance of work under this solicitation.
    - iii. Organization of the workforce and personnel utilization.
    - iv. Provide an organizational chart for all staff members who will be part of this project.
  
5. **Certification forms**
  - All forms must be completed, signed, dated, unaltered and submitted with the proposal.
  
6. **Price Schedule (25 Points)**
  - Fill out pricing sheet to include all costs to be incurred and billed.

The following criteria will be the basis on which contractors will be selected for further consideration:

<u>Section:</u>	<u>Weight in Evaluation</u>
Qualifications of the Firm:	30%
Bus shelter and street furniture design:	30%
Qualifications of the staff:	15%
Price schedule:	25%
*Price Schedule attached*	

**Note:** City staff will evaluate the proposals based on the factors outlined under evaluation criteria. Evaluation points for price will be assigned based on lowest cost (most points) to highest cost (least points).

**Note:** Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

**Proposals shall include the information listed above, specific acknowledgements, and comments on the notes and provisions on standard 8 ½ x 11 size pages.**

**CITY OF GREENVILLE  
PUBLIC WORKS DEPARTMENT  
BUILDINGS AND GROUNDS DIVISION  
SPECIFICATIONS FOR:  
BUS STOP SHELTER AMENITIES**

**1.0 SCOPE:**

- 1.1 The scope of work will include, but not limited to, providing bus stop shelters, benches, litter receptacles, solar lighting, as well as other associated amenities and products.**
- 1.2 Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract may occur if performance is not rectified in ten (10) days.**

**2.0 GENERAL SPECIFICATIONS (Applicable to all size shelters and amenities):**

- 2.1 The Contractor will provide all labor, equipment and materials to furnish prefabricated shelters and amenities.**
- 2.2 All structures shall be the product of a qualified manufacturer with verifiable experience of at least ten (10) years in the design and manufacture of transit shelters and related street furniture.**
- 2.3 All material and components shall be of high quality, selected for longevity to be low maintenance and maximum in vandal resistance, weather resistance and rust resistance.**
- 2.4 Shelters and amenities shall be engineered and built to meet or exceed all applicable North Carolina building codes, snow, wind, and seismic load specifications and to be in full compliance with ADA and North Carolina Accessibility Code. The manufacturer must provide all shop drawings of the shelters, certified by a professional structural engineer, licensed to practice in the State of North Carolina, including details for accessory components, mounting applications and hardware to ensure all applicable building codes are met.**
- 2.5 Drawings shall meet the building permit requirements for the permitting jurisdiction. Permit drawings shall include the pad thickness required to anchor the shelter in place and detail minimum requirements for installation to support the shelter size and condition.**
- 2.6 The selected Contractor shall provide one set of signed, sealed structural drawings for each shelter style proposed for review by City Staff.**
- 2.7 Manufacturer shall meet and/or exceed the Federal requirements for Buy America provisions.**
- 2.8 At a minimum, both the components and final construction of bus stop shelters, and street furniture shall follow current ADA specifications and guidelines by the Contractor.**

- 2.9** Only quality materials, workmanship and paints shall be acceptable. All welding shall be performed by a certified fabricator with AWS certified welders.
- 2.10** All welding shall be completed in the factory (no field welding) and prior to powder coating.
- 2.11** All hardware, concrete anchors and electrical wiring for site installation shall be supplied and procured from the original manufacturer.
- 2.12** All nuts, bolts, washers, and hardware shall be Hilti stainless steel and sized to meet specific loads. Any exposed fasteners shall be colored to match the finish of the framework components. Self-tapping fasteners or bolts fastened into threads, cut into the aluminum framework and connection points are not acceptable. Tamper resistant hardware shall be used where practical.
- 2.13** All materials and workmanship shall be guaranteed to be free of defects for a minimum of five (5) years from the date of installation.
- 2.14** Replacement parts must remain available for a period of ten (10) years from the date of acceptance of the shelters.
- 2.15** All shelters shall be approved for use by the State of North Carolina and listed as approved for use on the North Carolina Department of Transportation product evaluation program vendor approved products list.
- 2.16** It shall be the responsibility of the Proposer to make all arrangements for delivery. Materials shall be delivered on pallets. Individual items shall be wrapped and secured to pallets to protect them during delivery and storage.
- 2.17** The installation hardware must have complete illustrated instructions, labeled, numbered, and package individually for each shelter or amenity installation.
- 2.18** Manufacturer will provide all necessary installation hardware and installation instructions.

**References:**

- 2.19** The Aluminum Association Aluminum Design Manual 2010.
- 2.20** American Welding Society Standard D1 1-10 and D1 2-8.
- 2.21** ASCE 7 2010 Minimum Design Loads for Buildings and other Structures.
- 2.22** ASTM B 209 Specification for Aluminum and Aluminum Alloy-sheet and plate.
- 2.23** ASTM B221 Specification for Aluminum and Aluminum Alloy-extruded bars, rods, wires, profiles, and tubes.
- 2.24** Americans with Disabilities Act of 1990 (ADA)
- 2.25** Buy America 49 USC 5323(j)(1) and 49 CFR Part 661.



- 2.26 NASA Atmospheric Science Data Center-Monthly averaged insolation (sun-hours) incident on a horizontal surface (22-year average) and minimum and maximum difference from monthly averaged insolation.
- 2.27 OSHA nationally recognized testing laboratory certification.

**Required submittals:**

- 2.28 Manufacturer's product brochures and specifications.
- 2.29 Manufacturer's top level shelter design drawings, including elevations and connection details.
- 2.30 Structural engineering design documents, stamped, signed, and sealed by a licensed structural engineer in the state of North Carolina.
- 2.31 Manufacturer's shelter installation instructions.
- 2.32 Samples of shelter finish if necessary.
- 2.33 Manufacturer's warranty documentation.
- 2.34 Buy America Certification.
- 2.35 Quality Assurance Certificate of Compliance.

**3.0 SHELTER DESIGN:**

- 3.1 As part of the proposal package, the Proposer shall include color photos or renderings of the shelter(s) being offered. These photos shall be of a high quality in terms of resolution, color, and clarity so that the City Staff evaluators can easily see all features of the proposed shelter. Proposers shall also include diagrams and/or technical drawings of each proposed shelter that clearly indicates the dimensions (length, width and height), materials used, and the installation details specific to the interface with sidewalk. Electronic copies of these photos and diagrams/technical drawings shall also be provided as part of the proposal package.
- 3.2 The shelter design shall be modular to ensure consistent fit and reduced kit of parts.
- 3.3 All designs shall be completed and documented using AutoDesk Suite digital 3D, or similar, design software.
- 3.4 Shelters shall be powder coated and free from fading, solar degradation and discoloration by cleaning products throughout the length of the warranty period. The powder coat finish shall be created for durability in outdoor use and withstand graffiti removing solvents. The finish shall be warrantied against lifting, peeling, rusting, oxidizing or flaking. Touch up materials that match the coating materials and topcoat color shall be provided by the contractor.
- 3.5 Shelters shall be pre-fabricated and shipped disassembled for ease of handling, fast on-site installation and easy parts replacement in the event of street incidents. All detail shop drawings, details of materials, fabrication, assembly and framing details, erection

drawings, parts list, and field installation instructions shall be included. Each shelter and instructions shall be paired together and numbered respectively.

**Integrated solar lighting:**

- 3.6 Solar units must be capable of mounting to all shelters. Solar panels are to be a low-profile design for aesthetic and vandal resistant purposes, as well as, use security hardware to fasten to the shelter roof. Each solar unit will have its own serial number visible from the inside of the shelter.
- 3.7 Proposal shall include detailed information including the illumination level (in foot candles at approximately 36" above grade), illumination coverage, lighting locations, proposed location of solar panel, batteries, other accessories and components, and a replacement plan including cycles and cost.
- 3.8 Solar units must be modular, allowing for independent replacement of solar collector, light fixtures and bulbs, batteries and lighting control module. Replacement part numbers are to be provided.
- 3.9 Battery components shall be industry approved, rechargeable, non-spillable, sealed, absorbed glass mat (AGM). Batteries must be capable of providing 3-5 years of trouble-free charging and discharging and warranted for three (3) years from in service date.
- 3.10 Solar powered lighting systems shall provide for a minimum of five (5) days autonomous operation as calculated for the specific system load and geographic location. Load calculations and light plots are to be provided.
- 3.11 Solar powered lighting systems shall provide for timed dimming and automatic shut off preset programming.

**Fasteners:**

- 3.12 Fasteners are to be tamper proof stainless steel.
- 3.13 Ground attachment anchors shall be sized to meet wind load requirements and shall be Hilti Sup-R-Stud expansion anchors for all street furniture and Hilti Kwik Bolt TZ for anchoring shelters, in conformance with ICC-ESR-1917.

**Finish:**

- 3.14 Shelters shall be finished with a Super Durable powder coated baked enamel finish, meeting ASTM D3359-02 and ASTM D4752-10 standards, with a 4-5 mil final thickness.
- 3.15 Finish color shall be RAL 7001 Silver Grey for all shelters and street furniture. Custom colors shall be available upon request at additional cost.

**Products (All shelter, solar lighting and street furniture specifications are shown on Attachment "C"):**

- 3.17 Standard Signature Crescent shelter
  - Shelter shall be a Signature Crescent shelter Model 52151-00 as manufactured by Tolar Manufacturing Company, Inc. or approved equal.
  - Nominal size is 12' x 7' with aluminum roof panels and two (2) polycarbonate end walls with integrated RMS-100 Roof mounted shelter lighting system and two (2) solar LED lights incorporated in the shelter design.
  - Shelter shall include one (1) 4', 2 seat, Mesa bench, model 52157-121 with seat delineator and seat-back in grey RAL 7001 Silver Grey as manufactured by Tolar Manufacturing Company, Inc. or approved equal.

**3.18 Large Signature Crescent shelter**

- Shelter shall be a Signature Crescent shelter, model 52152-00 as manufactured by Tolar Manufacturing Company, Inc. or approved equal.
- Nominal size is 16’ x 7’ with aluminum roof panels, and two (2) polycarbonate end walls with integrated RMS-100 Roof mounted shelter lighting system and three (3) solar LED lights incorporated in the shelter design.
- Shelter shall include two (2) 4’, 2 seat, Mesa benches, model 52157-121 with seat delineator and seat back, in RAL 7001 Silver Grey as manufactured by Tolar Manufacturing Company, Inc. or approved equal.

**3.19 Mesa bench without back**

- Standard 4’, 2 seat, Mesa bench, model 52153-121, with seat delineator, in RAL 7001 Silver Grey as manufactured by Tolar Manufacturing Company, Inc. or approved equal.

**3.20 EcoBench with pole**

- EcoBench model 33044-02, two (2) seat bench, 2”x 2” pole included, as manufactured by Tolar Manufacturing Company, Inc. or approved equal.

**3.20 Trash receptacle**

- Trash receptacle shall be Tolar model 52155-121, 32-gallon receptacle in RAL 7001 Silver Grey as manufactured by Tolar Manufacturing Company, Inc. or approved equal.

**3.21 Bike loop**

- Bike loop shall be Tolar model 14814-121 as manufactured by Tolar Manufacturing Company, Inc. or approved equal.

No.	Model No.	Color	Description	Estimated quantities
1	52151-00	Silver Grey	Standard Signature Crescent Shelter	28
2	52152-00	Silver Grey	Large Signature Crescent Shelter	4
3	52157-121	Silver Grey	Mesa bench with back	36
4	52153-121	Silver Grey	Mesa bench without back	115
5	33044-02	Silver Grey	EcoBench with pole	115
6	52155-121	Silver Grey	Trash receptacle	34
7	14814-121	Silver Grey	Bike loop	34

**4.0 PAYMENT AND PROPOSAL:**

- 4.1** The contract period will be from approximately November 1, 2024 to June 30, 2025. The City reserves the right to extend the contract annually for up to a total of two (2) additional years if the City and contractor agree in writing starting annually on July 1<sup>st</sup> and ending the last day of June. A sample of the contract is included as Attachment “A”.

- 4.2 Payment will be made by the City to the contractor upon delivery, receipt, inspection and approval of the product. The invoice is expected prior to the 10<sup>th</sup> of the month following delivery. The City will render payment within thirty (30) days of receipt of an approved invoice.
- 4.3 Proposers will comply with all local, state, and federal laws and ordinances governing said work including the current Occupational Safety and Health regulations.
- 4.4 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.
- 4.5 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.
- 4.6 The attached proposal sheet details the proposal entries required. Each proposal sheet line item shall be filled in as directed.
- 4.7 **Minority and/or Women Business Enterprise (M/WBE) Program**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 2% Minority Business Enterprise (MBE) and 2% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to Wanda House, Financial Services Manager, at (252) 329-4862 or [whouse@greenvillenc.gov](mailto:whouse@greenvillenc.gov).

- 4.8 The proposer, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Attachment "B" to this Agreement, and will not discriminate in its hiring, employment, and contracting practices in any manner or form based on actual or perceived political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, marital status, veteran status, economic status, national origin, handicap or disability.
- 4.9 **TITLE VI NONDISCRIMINATION NOTIFICATION**  
 The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- 4.10 The City of Greenville reserves the right to reject any and all proposals, to waive any informalities and to accept the proposal if it seems most advantageous to the City. Any proposal submitted will be binding for ninety (90) days upon opening of the proposal.
- 4.11 Contractor must complete a new vendor application and associated documents or update an existing profile as required upon acceptance of the contract.

**5.0 WORKERS COMPENSATION AND INSURANCE:**

- 5.1 The contractor must maintain during the life of this contract, Worker’s Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.
- 5.2 The Consultant/Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Work under this contract shall not commence until all insurance required as listed has been obtained. Insurance required shall remain in effect through the life of this contract.
  - a. **Workers’ Compensation Insurance:** No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees

**Limits:**

**Workers Compensation:** Statutory for the State of North Carolina.  
**Employers Liability:** Bodily Injury by Accident \$1,000,000 each accident.  
 Bodily Injury by Disease \$1,000,000 policy limit.  
 Bodily Injury by Disease \$1,000,000 each employee.

- b. **Commercial General Liability:**

**Limits:**

<b>Each Occurrence:</b>	<b>\$1,000,000</b>
<b>Personal and Advertising Injury</b>	<b>\$1,000,000</b>
<b>General Aggregate Limit</b>	<b>\$2,000,000</b>
<b>Products and Completed Operations Aggregate</b>	<b>\$2,000,000</b>

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the City. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations. Additionally, the Consultant/Contractor must be added as an Additional Insured to the Commercial General Liability policy.

- c. **Commercial Automobile Liability:**

Limits: \$1,000,000 combined single limit.

- d. **Cancellation:**

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

- e. **Proof of Carriages:**

- i. The Consultant/Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance

and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.

- ii. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- iii. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

5.3 The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

5.4 Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

Michael Turner  
 Building Facilities Coordinator  
 City of Greenville  
 Public Works Department  
 1500 Beatty Street  
 Greenville, N.C. 27834  
 Email: [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov)

## 6.0 DAMAGE TO CONTRACTORS' PROPERTY:

- 6.1 Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.
- 6.2 The successful proposer agrees to indemnify or hold harmless City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful proposer to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful proposer in fulfilling its obligations under this Agreement.
- 6.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful proposer, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful proposer's activities and operations while performing those service enumerated herein.
- 6.4 The successful proposer shall assume full and complete liability for any and all damages to building improvements, fences, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

**7.0 AMENDMENTS, ADDENDA, OR QUESTIONS:**

**7.1 Addendum:** Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge reading each addenda on the proposal sheet.

**7.2 Amendment:** The contract may be amended from time to time through written agreement by both parties.

**7.3 Questions:** Any questions regarding these bid specifications must be sent by email to [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov)

**7.4 Schedule for questions and addenda:**

Last date to submit a question: Thursday, September 5, 2024 by 5:00 p.m. Questions will be answered via addenda posted on the City's website answered by: Tuesday, September 10, 2024 by 5:00 p.m.

**8.0 E-VERIFY COMPLIANCE:**

**8.1** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor represents that the Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

**8.2** Proposer acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The proposer represents that the proposer and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

**9.0 IRAN DIVESTMENT ACT:**

**9.1** Proposer certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The vendor will not utilize on the contract any subcontractor that is listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

**10.0 NON-COLLUSION:**

**10.1** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

**11.0 WITHDRAWAL OF PROPOSALS:**

- 11.1 No proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.

**12.0 REFERENCE INFORMATION:**

- 12.1 All bidders must provide a list of three (3) client references of similar quantities of the proposed shelters to be installed within the last five (5) years. The reference information must include the company's name, a contact person's name with his or her title and their telephone number. Please provide the information on the "Contractor Reference Information" sheet and attach with the proposal sheet.

**13.0 CONTRACTOR INFORMATION:**

- 13.1 Please provide the information on the "Contractor Data Form" and attach with the proposal sheet. All information should be accurate and detailed in description.

**14.0 SPECIAL CONDITIONS (FEDERAL):**

- 14.1 No Obligation by the Federal Government.

- (1) The City 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, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) 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.

- 14.2 Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) 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.



- (2) **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.**
- (3) **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.**

#### **14.3 Access to Records.**

**The following access to records requirements apply to this Contract:**

- (1) **Where the City is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the City, 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 City 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.**
- (3) **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.**
- (4) **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 City, 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).**

#### **14.4 Federal Changes.**

- (1) **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 Master Agreement between the City 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.

**14.5 Termination for Convenience (General Provision).**

- (1) The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government'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 the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

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

- (1) 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 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 City, 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.

**14.7 Opportunity to Cure (General Provision).**

- (1) The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days 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 the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City 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 the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**14.8 Waiver of Remedies for any Breach.**

- (1) In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

#### 14.9 Civil Rights.

The following equal employment opportunity requirements apply to this contract:

- (1) **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.
- (2) **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.
- (3) **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.
- (4) **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.
- (5) 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.

#### 14.10 Disadvantaged Business Enterprises.

- (1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in*

*Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City's overall goal for DBE participation is 9.375%. A separate contract goal has not been established for this contract. The contractor 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 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. 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 from the City. In addition, the contractor may not hold retainage from its subcontractors. The contractor must promptly notify the City 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 City.

#### **14.11 Incorporation of Federal Transit Administration (FTA) Terms.**

- (1) 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, 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 requests which would cause City to be in violation of the FTA terms and conditions.

#### **14.12 Suspension and Debarment.**

- (1) This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer

further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 14.13 ADA Access.

- (1) The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

#### 14.14 Resolution of Disputes.

**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 Owner. 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 authorized representative of the Owner. 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 authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner 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 in which the Owner is located.

**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 Owner, 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.

#### 14.15 Clean Air Act.

- (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. Sect. 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.

#### 14.16 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. Sect. 1251 et seq. The Contractor agrees to 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.

#### 14.17 Fly America.

- (1) Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and sub-recipients of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

#### 14.18 Cargo Preference.

- (1) Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

#### 14.19 Energy Conservation.

- (1) The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

**14.20 Safe Operation of Motor Vehicles.**

- (1) 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 City. 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 the Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**14.21 Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment.**

- (1) The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. The City of Greenville is prohibited from using federal funds to:
  - a. Procure or obtain;
  - b. Extend or renew a contract to procure or obtain; or
  - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (2) As described in Public Law 115-232, section 889, "Covered telecommunications equipment or services" is:
  - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - b. 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).
  - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.
- (3) The Contractor or subcontractor shall not provide covered telecommunications equipment or services in the performance of this contract.

**14.22 Byrd Anti-Lobbying Amendment.**

- (1) 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Contractors who apply or bid for an award

of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### 14.23 Buy America.

- (1) The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the products subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 11758, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>.

#### 14.24 Recycled Products.

- (1) The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### 14.25 Conformance with National Architecture.

- (1) 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).

#### 14.26 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 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 sub agreement.**

*The remainder of the page intentionally left blank*

**CERTIFICATION REGARDING LOBBYING**  
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] 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 sub-awards at all tiers (including sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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, \_\_\_\_\_, 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

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**\*\*Include completed form with submitted proposal\*\***

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

**Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.**

**Instructions for Certification:** Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. 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,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
  - a. Debarred from participation in its federally funded Project,
  - b. Suspended from participation in its federally funded Project,
  - c. Proposed for debarment from participation in its federally funded Project,
  - d. Declared ineligible to participate in its federally funded Project,
  - e. Voluntarily excluded from participation in its federally funded Project, or
  - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Contractor:** \_\_\_\_\_

**Signature of Authorized Official:** \_\_\_\_\_ **Date** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Name and Title of Contractor's Authorized Official:** \_\_\_\_\_

**\*\*Include completed form with submitted proposal\*\***

**BUY AMERICA CERTIFICATION STEEL OR MANUFACTURED PRODUCTS**

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

**Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Certificate of Noncompliance with Buy America Steel or Manufactured Products Requirements**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*Include completed form with submitted proposal\*\***



### Contractor Reference Information

1. **Company name:** \_\_\_\_\_  
**Contact person:** \_\_\_\_\_  
**Title:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_
  
2. **Company name:** \_\_\_\_\_  
**Contact person:** \_\_\_\_\_  
**Title:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_
  
3. **Company name:** \_\_\_\_\_  
**Contact person:** \_\_\_\_\_  
**Title:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

**\*\*Include completed form with submitted proposal\*\***





**REQUEST FOR PROPOSALS**

In compliance with the request for proposals by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above-mentioned specifications.

**Bus Stop Shelter Amenities**

No.	Model No.	Color	Description	Unit Price	Estimated quantities	Total cost
1	52151-00	Silver Grey	Standard Signature Crescent Shelter	\$	28	\$
2	52152-00	Silver Grey	Large Signature Crescent Shelter	\$	4	\$
3	52157-121	Silver Grey	Mesa bench with back	\$	36	\$
4	52153-121	Silver Grey	Mesa bench without back	\$	115	\$
5	33044-02	Silver Grey	Ecobench with pole	\$	115	\$
6	52155-121	Silver Grey	Trash receptacle	\$	34	\$
7	14814-121	Silver Grey	Bike loop	\$	34	\$

**Note 1: Freight/Shipping cost is additional and not included in unit pricing. Freight/Shipping cost are to be estimated at the time of order, based on actual order/shipment quantities. Freight/Shipping cost is to be invoiced at actual cost, passed through without mark-up.**

**Note 2: When applicable, it is mutually accepted that the quantities defined in this RFP reflect approximate/estimated quantities that may be adjusted. The City of Greenville may require and order, or reorder, more or less than the quantity listed here by mutual agreement with the prevailing vendor.**

**Addendum Acknowledgement:**

Please record each Addendum Number Received: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*Include completed form with submitted proposal\*\***

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
  - 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
  - 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
    - a. YES \_\_\_\_\_, or
    - b. NO \_\_\_\_\_
  - 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This \_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of Affiant \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_ City of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

Day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public

(Affix Official/Notarial Seal)

**\*\*Include completed form with submitted proposal\*\***



**Sample of City of Greenville Contract**

Vendor:  
Vendor Number:

ATTACHMENT "A"  
Munis Contract # \_\_\_\_\_



## AGREEMENT FOR CONSULTANT/CONTRACTOR SERVICES

### Title of Contract

THIS Agreement made and entered into on this date \_\_\_\_\_, by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, Party of the First Part, and hereinafter referred to as the "City" and has a primary address of 200 W. Fifth Street, Greenville, NC 27858 and **Selected vendor**, organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to conduct business in the State of North Carolina as **Vendor Name**, Party of the Second Part and hereinafter referred to as the "Contractor" whose primary offices are located at **Vendors address**.

### GENERAL RECITALS

WHEREAS, the City desires the assistance of a Consultant/Contractor in the performance of certain professional services; and

WHEREAS, the Consultant/Contractor has exhibited evidence of experience, ability, competence, and reputation to perform such services; and

WHEREAS, the City is authorized by North Carolina General Statute § 160A-20.1 to enter into an Agreement for performance of such services;

NOW THEREFORE, the City and the Consultant/Contractor, for consideration hereinafter stipulated, mutually agree as follows:

The Consultant/Contractor agrees to perform the assigned services.

## **ARTICLE I – SCOPE OF WORK**

### **I.A. DESCRIPTION OF WORK REQUIRED**

The Consultant/Contractor shall provide services for **Title of Contract** as designated by the Buildings & Grounds Superintendent, or designee, within the Public Works Department and defined in the Request for Proposals ("RFP") #??-??-?? and amendments, if any, said work being hereinafter referred to as the "Work". The RFP and amendments, if any, are hereby incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein, the Consultant/Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

### **I.B. WORK STANDARDS**

The Consultant/Contractor will perform **Title of Contract** with the highest of standards in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

### **I.C. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Consultant/Contractor's Proposal which have been incorporated by reference to the final Agreement;
3. City's RFP attached hereto as Exhibit A; and
4. Consultant/Contractor's Proposal attached hereto as Exhibit B.

### **I.D. SUBCONTRACTS**

The Consultant/Contractor and/or sub-consultant will not sublet any portion of the work covered by this Agreement without prior written approval by the City.

- I.D.1. The Consultant/Contractor will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.
- I.D.2. The Consultant/Contractor will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.
- I.D.3. The Consultant/Contractor shall notify all sub-consultants under this contract of ALL new work assignments made by the City to the Consultant/Contractor regardless of any particular sub-consultant's engagement level under a particular task order. This notification information may be requested by the City in the form of a report.

**ARTICLE II – DATA AND SERVICES TO BE PROVIDED BY THE CITY**

**II.A. DATA AND SERVICES**

- II.A.1. The City’s project manager who will be overseeing the Contractor/Consultant in order to ensure that the requirements of this contract are met is the Building and Grounds Superintendent or their designee. If assistance or further information is needed, the Contractor/Consultant shall contact the Building and Grounds Superintendent or their designee at (252) 329-4522 or the Public Works Complex, 1500 Beatty Street, Greenville, NC. All directions and communications from the City to the Contractor/Consultant shall be through the Building and Grounds Superintendent or their designee unless otherwise stated herein.
- II.A.2. The City shall provide available data and information, as applicable to the detailed SCOPE OF WORK developed for all tasks, which may include, but is not limited to the following:
- II.A.3. Any City property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Consultant/Contractor under this Agreement shall be kept as confidential, used only for the purpose(s) required to perform the Agreement and not divulged or made available to any individual or organization without the prior written approval of the City. The City’s data and property in the hands of the Consultant/Contractor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Consultant/Contractor agrees to reimburse the City for loss or damage of City property while in Consultant/Contractor’s custody. Such City Data shall be returned to the City in a form acceptable to the City upon the termination or expiration of this Agreement. The Consultant/Contractor shall notify the City of any security breaches within 24 hours as required by G.S. § 143B-1379.

**ARTICLE III – TIME OF BEGINNING AND COMPLETION**

**III.A. PERIOD OF PERFORMANCE**

Work will begin no later than seven (7) days following written a “Notice to Proceed” to begin work on specified deliverables. The work will be completed according to a written schedule provided by the City. The Consultant/Contractor will be responsible for implementing and monitoring the schedule.

This Agreement will expire *Date of contract expiration*.

This Agreement may be extended by the City in its sole discretion, annually for up to a total of two (2) additional years, starting on **July 1st and ending on** the last day of June of the following year.

**III.B. DELIVERABLES**

If additional deliverables beyond the agreed-upon scope of work for the project are required to complete the assignment then a new written amended scope of work/description of goods will be developed for the additional Work. This amendment will not become effective until completed as required herein. The Consultant/Contractor shall notify the City's Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. The Consultant/Contractor must never under any circumstance exceed the approved cost estimate without prior written authorization from the City.

No additional work may be assigned under this Agreement after that date unless appropriate supplemental Agreements are in place.

**Performance of Work by City.** If Contractor/Consultant fails to perform the Work in accordance with the schedule required by this Agreement, the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give Contractor/Consultant notice of its intention. Contractor/Consultant shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

**ARTICLE IV – COMPENSATION AND PAYMENTS**

**IV.A. FEES AND COSTS**

As compensation for the Consultant/Contractor services as outlined in ARTICLE I – **Title of Contract**, a lump sum pay at the rate of:

\$\$\$\$\$\$\$\$

Payment will be made by the City to the contractor upon delivery, receipt, inspection and approval of the product. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

**IV.B. PAYMENT**

Upon receipt of invoices and appropriate supporting documentation by the City, the invoices are payable within thirty (30) days from receipt, provided they have first been approved by the City. The City does not agree to the payment of late charges or finance charges assessed by the Consultant/Contractor for any reason. Invoices are payable in U.S. funds.

The Consultant/Contractor shall pay subcontractors for work performed within seven (7) days after Consultant/Contractor receives payment from the City for work performed by the subcontractor. This requirement must be incorporated into all subcontractor agreements. Failure to comply with the seven (7) day requirement may cause the City to withhold payments to the Consultant/Contractor and the City may suspend work until the subcontractor is paid.

Vendor:  
Vendor Number:

ATTACHMENT "A"

Munis Contract # \_\_\_\_\_

All invoices shall be directed to: *Building Facilities Coordinator, Public Works Department, 1500 Beatty Street, Greenville, NC 27834* or emailed to [mturner@greenvillenc.gov](mailto:mturner@greenvillenc.gov)

It shall be the responsibility of the Consultant/Contractor and all sub-consultants to keep records of all payments requested and the dates received. The STATE may request copies of this information in the form of a report.

## **ARTICLE V - GENERAL TERMS AND CONDITIONS**

### **V.A. TERMINATION**

The City may terminate this Agreement at any time upon any of the following grounds:

- V.A.1. **DEFAULT.** The Consultant/Contractor fails to perform, provides unacceptable performance, fails to comply with the provisions of the contract, or fails to follow safety regulations as required in this Agreement. Under this provision only, the City shall provide written notice to the Contractor/Consultant regarding the condition(s) and the Contractor/Consultant shall have ten (10) calendar days to rectify. In the event the condition(s) identified are not rectified to the satisfaction of the City, the City will give the Contractor/Consultant written notice of termination, which will be effective as of the date of notice unless otherwise stated in the notice of termination. Upon receipt, the Contractor/Consultant is expected to remove all employees and equipment from the premises immediately.
- V.A.2. **CONVENIENCE.** Without limiting either party's right to terminate for breach, the parties agree the City may terminate this agreement, without cause and in its discretion, by giving (thirty) 30 calendar days written notice. Seller shall be paid for services provided up to the date of termination except to the extent previously paid for under the Agreement. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The City shall not be liable to Consultant/Contractor for any additional compensation, or for any consequential or incidental damages, including but not limited to overhead, profit, damages, other economic loss or otherwise, and all obligations under the Agreement shall be discharged except that any right based on prior breach or performance survives and any other provisions expressly cited to survive termination. At the time of TFC or as soon afterwards as is practical, Consultant/Contractor shall give the City all Work, including partly completed Work.

- V.A.3. FUNDING. In accordance with paragraph V.G.14, this agreement shall automatically terminate should funding cease to be available.
- V.A.4. FORCE MAJEURE. This includes but is not limited to any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.
- V.A.5. EXPIRATION. Upon expiration of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

V.B. **CONSULTANT/CONTRACTOR'S RESPONSIBILITY**

- V.B.1. Consultant/Contractor shall perform the Work under this Agreement as an independent contractor and not as City's agent or employee. Consultant/Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.
- V.B.2. The standard of care applicable to Consultant/Contractor's performance will be the degree of skill and diligence normally employed by professional Consultant/Contractors performing the same or similar services at the time and location said services are performed. Consultant/Contractor will re-perform any services not meeting this standard without additional compensation.
- V.B.3. Consultant/Contractor will provide all equipment including but not limited to computer, recording equipment, long distance telephone and facsimile service, cellular service, and any clerical supplies necessary to perform the Work required under this Agreement. Consultant/Contractor shall be responsible for all travel and related expenses.
- V.B.4. Consultant/Contractor shall be responsible for all federal, state and local taxes incurred, owed or payable as a result of the performance of the Work.
- V.B.5. In the performance of the Work under this Agreement, Consultant/Contractor shall comply with all federal, state, county and City statutes, ordinances, regulations, and rules, which are applicable.
- V.B.6. The Contractor/Consultant shall furnish a competent project manager who shall be available to the Buildings and Grounds Superintendent or their designee at all times that the Contractor/Consultant is performing the Work

under this Agreement. The Contractor/Consultant's supervisor shall have full authority over the Contractor/Consultant's employees, agents, subcontractors, or otherwise and shall monitor them and direct them responsibly. The Contractor/Consultant's supervisor shall have a mobile telephone number to be contacted as needed. This number shall be provided to the City within five (5) days of the date of this contract.

V.C. **INDEMNIFICATION, INSURANCE AND WARRANTIES**

V.C.1. **INDEMNITY AND HOLD HARMLESS REQUIREMENTS:**

- a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.
- b. Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.
- c. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this contract.
- d. Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.
- e. Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.



- f. It is understood and agreed by the parties that the City will assume no liability for damages, injury, or other loss to the Consultant/Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Consultant/Contractor's activities and operations while performing services under this contract. The Consultant/Contractor shall assume full and complete liability for any and all damages to City or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- g. Consultant/Contractor will promptly notify the City of any Civil or Criminal Actions filed against the Consultant/Contractor or of any notice of violation from any Federal or State Agency or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.

V.C.2. **INSURANCE:**

The Consultant/Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Work under this contract shall not commence until all insurance required as listed has been obtained. Insurance required shall remain in effect through the life of this contract.

- a. **Workers' Compensation Insurance:** No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees

Limits:

Workers Compensation: Statutory for the State of North Carolina.

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.

Bodily Injury by Disease \$1,000,000 policy limit.

Bodily Injury by Disease \$1,000,000 each employee.

- b. **Commercial General Liability:**

Limits:

Each Occurrence: \$1,000,000

Personal and Advertising Injury \$1,000,000

General Aggregate Limit \$2,000,000

Products and Completed Operations Aggregate \$2,000,000

Vendor:  
Vendor Number:

ATTACHMENT "A"

Munis Contract # \_\_\_\_\_

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the City. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations. Additionally, the Consultant/Contractor must be added as an Additional Insured to the Commercial General Liability policy.

**c. Commercial Automobile Liability:**

Limits: \$1,000,000 combined single limit.

**d. Cancellation:**

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

**e. Proof of Carriages:**

- i. The Consultant/Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.
- ii. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- iii. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

**V.C.3 WARRANTIES (APPLICABLE TO CONTRACTS FOR SALE OF GOODS)**

In addition to other warranties made in this transaction, Seller represents and warrants that all of the products (which includes goods, items, and other things) furnished under this contract, the process by which those products are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Seller shall defend, indemnify, and hold harmless the City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorney's fees assessed as part of any such item) arising out of any:

- (i) actual or alleged infringement of any such patent, trademark, or other rights; or
- (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any product furnished to the City under this Agreement.

Without reducing the City's rights under this section, Seller, in case of an actual or threatened claim, may, at Seller's option and expense procure for the City the right to continue using the products furnished under this contract. (However, the preceding sentence does not pertain to part "(ii)" of the first sentence of this section.)

In addition to other warranties made in this transaction, Seller warrants that all of the products (which includes goods, items, and other things) furnished under this contract must:

- (i) Be in conformity with applicable NC and federal statutes and regulations; except to the extent other contract documents provide otherwise,
- (ii) not have been used; and
- (iii) must be at least such as:
  - a. pass without objection in the trade under the contract description;
  - b. in the case of fungible goods, are of fair average quality within the description;
  - c. are fit for the ordinary purposes for which such goods are used;
  - d. run, within the variations permitted by the contract, of even kind, quality and quantity within each unit and among all units involved;
  - e. are adequately contained, packaged, and labeled as the contract may require; and
  - f. Conform to the promises or affirmations of fact made on the container or label if any.

V.D. **CORRECTION OF WORK**

The Consultant/Contractor shall promptly correct all Work rejected by the City as failing to conform to this Agreement. The Consultant/Contractor shall bear all costs of correcting such rejected work. Rejected work shall consist of that Work which is deemed ineligible by the City's representative.

Vendor:  
Vendor Number:

Munis Contract # \_\_\_\_\_

V.E. **RELATIONSHIP WITH OTHERS**

The Consultant/Contractor will cooperate fully with the City with other municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the City. This shall include attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the City. The Consultant/Contractor will also cooperate fully with the STATE and other agencies on adjacent projects, as necessary.

V.F. **NOTICE**

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or three (3) days after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

**City:**

City of Greenville  
P.O. Box 7207  
Greenville, NC 27835  
Attn: Building and Grounds Superintendent

**Consultant/Contractor:**

Vendor Name  
Address 1  
Address 2  
Attn: Authorized signatory

V.G. **ADDITIONAL PROVISIONS**

V.G.1. **TIME IS OF THE ESSENCE**

The parties agree that time is of the essence in the completion of the Work to be performed pursuant to this Agreement.

The Consultant/Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

V.G.2. **OWNERSHIP OF DOCUMENTS**

All tracings, documents, technical reports, charts, plans, specifications, photographic negatives, photographs, survey notes, computations, and maps and other data or documents prepared or obtained under the terms of the this Agreement shall be delivered to and become the property of the City without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the City, such alteration or reuse shall be at the City's sole risk. In the case of an Agreement involving preliminary plans only, no commitment is stated or implied that would

constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. These items could become the property of the City, if the City so elects.

V.G.3. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE**

The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The Consultant/Contractor attests that it also shall take affirmative action to insure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.

Consultant/Contractor further agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

V.G.4. **IRAN DIVESTMENT ACT CERTIFICATION**

The Consultant/Contractor hereby certifies that, it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58. The Consultant/Contractor shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

V.G.5. **E-VERIFY**

The Consultant/Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the Consultant/Contractor utilizes a Subcontractor, the Consultant/Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Consultant/Contractor represents that the Consultant/Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

V.G.6. **ASSIGNMENT**

There shall be no assignment, subletting or transfer of the interest (including payments) of the Consultant/Contractor in any of the work covered by the Agreement without the written consent of the City. Unless the City agrees otherwise in writing, the Consultant/Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the

Consultant/Contractor's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

V.G.7. **GENERAL COMPLIANCE WITH LAWS**

The Consultant/Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.

V.G.8. **AMENDMENTS AND WAIVER**

No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City or his designee.

V.G.9. **PERMITS, LICENSES, AND CERTIFICATES**

The Consultant/Contractor is to procure all permits, licenses, and certificates, as required by any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.

V.G.10. **CHOICE OF LAW AND VENUE**

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

V.G.11. **AUTHORITY TO CONTRACT**

The undersigned hereby certifies that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Consultant/Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Consultant/Contractor as the act of the said Consultant/Contractor.

V.G.12. **DISPUTE RESOLUTION**

In the event of any dispute arising out of or relating to this agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

V.G.13. **CONFLICT OF INTERESTS**

- a. Consultant/Contractor is aware of the conflict of interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes), and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Consultant/Contractor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Consultant/Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Consultant/Contractor, its employees or associated persons or entities shall be disclosed to the City.
- c. Consultant/Contractor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. Consultant/Contractor shall make any such disclosure to the City in writing and immediately upon the Consultant/Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
- e. No employee, agent, Consultant/Contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Consultant/Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

V.G.14. **NON-APPROPRIATION OF FUNDS**

Consultant/Contractor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Consultant/Contractor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Consultant/Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Consultant/Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Consultant/Contractor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

V.G.15 **RECORD RETENTION**

All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

V.G.16 **CONFIDENTIALITY**

Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the



public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

V.G.17 **SEVERABILITY**

No waiver of any breach of this agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this agreement and to the extent possible, this agreement shall continue without affecting the remaining provisions.

V.G.18 **COUNTERPARTS**

This agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

V.G.19 **THIRD PARTY RIGHTS**

No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

V.G.20 **PRINCIPLES OF INTERPRETATION AND DEFINITIONS.**

(1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section I.A. (9) A definition in this contract will not apply to the extent the context requires otherwise.

V.G.21. **ENTIRE AGREEMENT**

This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract shall be deemed to exist or to bind either party hereto.

V.G.22. **HEADINGS**

The headings of the various Articles and Sections herein are for convenience of reference only and shall not form part of this Agreement or define or limit any of the terms or provisions hereof.

V.G.23 **DISCHARGE OF MECHANICS AND MATERIALMEN'S LIEN**

If applicable, the Consultant/Contractor's shall use its best efforts to prevent any liens that arise from the performance of the Work from being filed against the City or Property. If any liens are filed, the Consultant/Contractor's shall prevent any liens from becoming delinquent. Upon completion of the Work and prior to payment by the City, the Consultant/Contractor's shall execute and provide to the City a Release of Liens and Waiver of Claims form.

V.G.24 **PERFORMANCE OF GOVERNMENT FUNCTIONS**

Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

V.G.25 **E-SIGNATURE AUTHORITY**

The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand written signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

V.G.26 **CITY MANAGERS AUTHORITY**

To the extent, if any, the City has the power to suspend or terminate this contract or the Consultant/Contractor's services under this Agreement, that power may be exercised by the City Manager or their designee.

*[Signature Pages Follow]*

Vendor:  
Vendor Number:

Munis Contract # \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

**SIGNATURE OF CITY**

**CITY OF GREENVILLE:**

**BY:** \_\_\_\_\_  
**SIGNATURE**  
\_\_\_\_\_  
**TITLE**  
\_\_\_\_\_  
**DATE**

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_  
**City Attorney or Designee (Designee means Assistant City Attorney)**

**PRE-AUDIT CERTIFICATION:**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Jacob Joyner, Director of Financial Services

**ACCOUNT NUMBER** ???????

**PROJECT CODE (IF APPLICABLE)**

*[Vendor Signature Page Follows]*

Vendor:  
Vendor Number:

ATTACHMENT "A"  
Munis Contract # \_\_\_\_\_

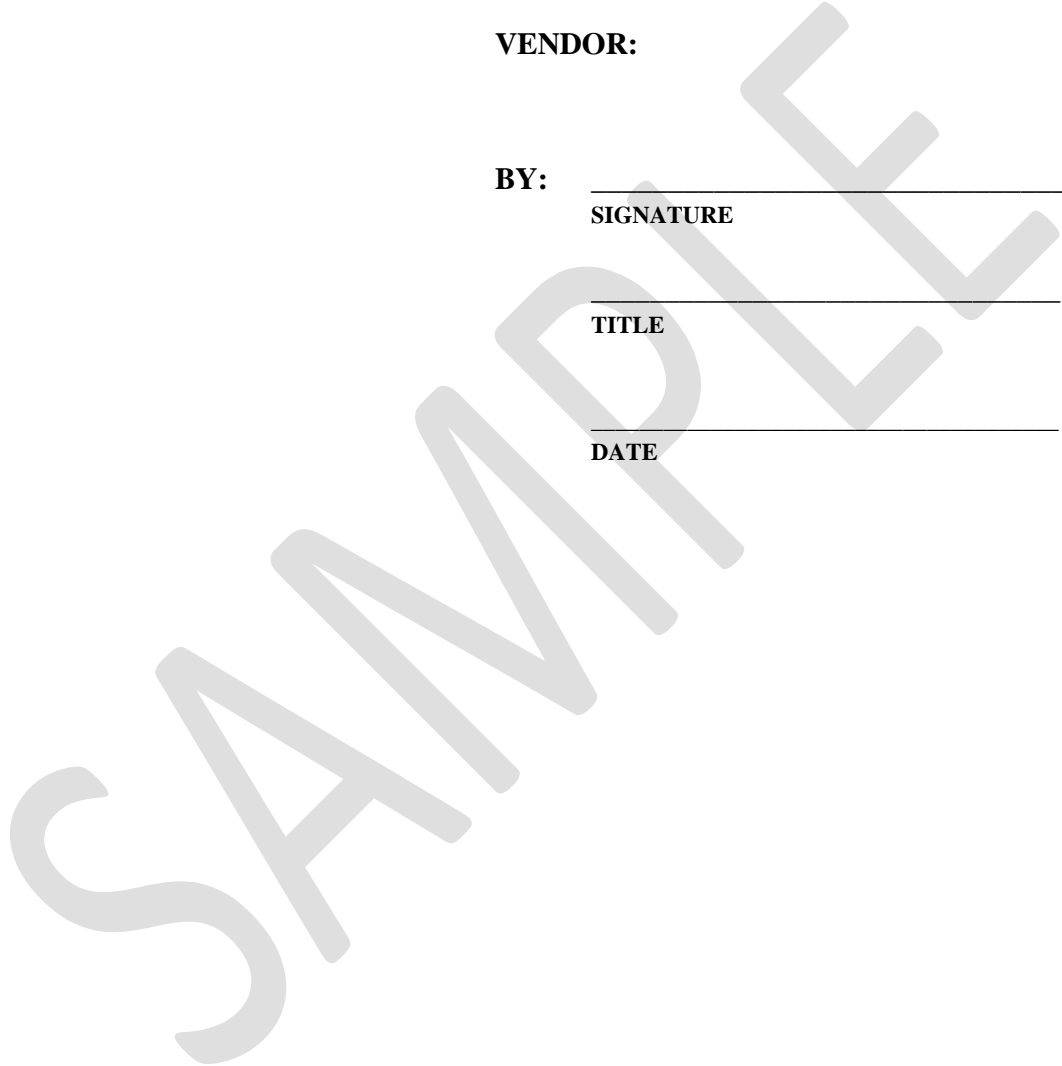
**SIGNATURE OF VENDOR**

---

**FULL NAME OF VENDOR**  
(e.g., Limited Liability Company, Organization, Individual Doing Business Under a Firm Name)

**VENDOR:**

**BY:** \_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
TITLE  
\_\_\_\_\_  
DATE



**Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1) Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

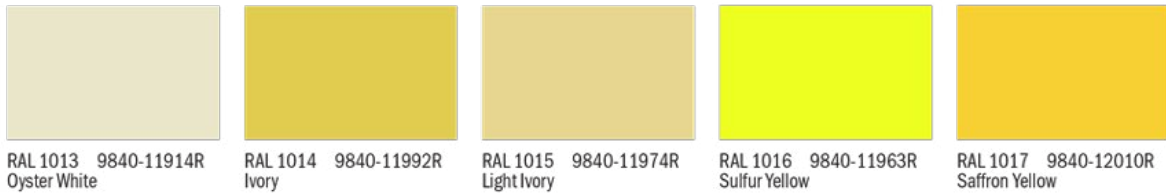
Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

**Technical Specifications and Drawings**

## TOLAR MANUFACTURING - STANDARD RAL COLOR DECK

The color representations are reproduced from actual color chips. However, the colors as viewed on your monitor or printed by your printer from the data presented in this document will vary from the true color of the actual coatings due to computer system variations, and should be viewed as representations. To determine a match for your Pantone color, please refer to this [“Pantone to RAL Converter.”](#)







RAL 2011 9840-2465R  
Deep Orange



RAL 2012 9840-2460R  
Salmon Orange



RAL 3000 9940-30198R  
Flame Red



RAL 3001 9840-30193R  
Signal Red



RAL 3002 9840-30200R  
Carmine Red



RAL 3003 9940-30205R  
Ruby Red



RAL 3004 9840-30195R  
Purple Red



RAL 3005 9840-30191R  
Wine Red



RAL 3007 9840-30222R  
Black Red



RAL 3009 9840-30211R  
Oxide Red



RAL 3011 9940-30216R  
Brown Red



RAL 3012 9840-30219R  
Beige Red



RAL 3013 9840-30203R  
Tomato Red



RAL 3014 9840-30220R  
Antique Pink



RAL 3015 9840-30199R  
Light Pink



RAL 3016 9840-30215R  
Coral Red



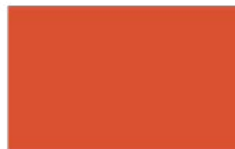
RAL 3017 9840-30217R  
Rose



RAL 3018 9840-30214R  
Strawberry Red



RAL 3020 9840-30202R  
Traffic Red



RAL 3022 9840-30218R  
Salmon Pink



RAL 3027 9840-30194R  
Raspberry Red



RAL 3031 9840-30192R  
Orient Red



RAL 4001 9840-4541R  
Red Lilac



RAL 4002 9840-4543R  
Red Violet



RAL 4003 9840-4542R  
Heather Violet



RAL 4004 9840-4547R  
Claret Violet



RAL 4005 9840-4544R  
Blue Lilac



RAL 4006 9840-4539R  
Traffic Purple



RAL 4007 9840-4548R  
Purple Violet



RAL 4008 9840-4540R  
Signal Violet



RAL 4009 9840-4546R  
Pastel Violet



RAL 4010 9840-4545R  
Telemagenta



RAL 5000 9840-50925R  
Violet Blue



RAL 5001 9840-50936R  
Green Blue



RAL 5002 9840-50909R  
Ultramarine Blue



RAL 5003 9840-50928R  
Sapphire Blue



RAL 5004 9840-50971R  
Black Blue



RAL 5005 9840-50920R  
Signal Blue



RAL 5007 9840-50963R  
Brilliant Blue



RAL 5008 9840-50948R  
Grey Blue



RAL 5009 9840-50910R  
Azure Blue



RAL 5010 9840-50962R  
Gentian Blue



RAL 5011 9840-50908R  
Steel Blue



RAL 5012 9840-50968R  
Light Blue



RAL 5013 9840-50903R  
Cobalt Blue



RAL 5014 9840-50970R  
Pigeon Blue



RAL 5015 9840-50917R  
Sky Blue



RAL 5017 9840-50955R  
Traffic Blue



RAL 5018 9840-50923R  
Turquoise Blue



RAL 5019 9840-50915R  
Capri Blue



RAL 5020 9840-50914R  
Ocean Blue



RAL 5021 9840-50912R  
Water Blue



RAL 5022 9840-50941R  
Night Blue



RAL 5023 9840-50969R  
Distant Blue



RAL 5024 9840-50937R  
Pastel Blue



RAL 6000 9840-61288R  
Patina Green



RAL 6001 9840-61252R  
Emerald Green



RAL 6002 9840-61267R  
Leaf Green



RAL 6003 9840-61312R  
Olive Green



RAL 6004 9840-61271R  
Blue Green



RAL 6005 9840-61257R  
Moss Green



RAL 6006 9840-61290R  
Grey Olive



RAL 6007 9840-61310R  
Bottle Green



RAL 6008 9840-61321R  
Brown Green



RAL 6009 9840-61261R  
Fir Green



RAL 6010 9840-61273R  
Grass Green



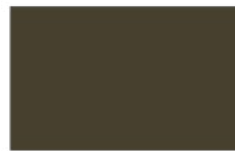
RAL 6011 9840-61289R  
Reseda Green



RAL 6012 9840-61262R  
Black Green



RAL 6013 9840-61314R  
Reed Green



RAL 6014 9840-61322R  
Yellow Olive



RAL 6015 9840-61323R  
Black Olive



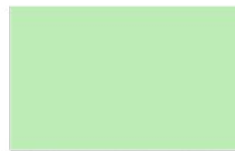
RAL 6016 9840-61274R  
Turquoise Green



RAL 6017 9840-61309R  
May Green



RAL 6018 9840-61254R  
Yellow Green



RAL 6019 9840-61255R  
Pastel Green



RAL 6020 9840-61276R  
Chrome Green



RAL 6021 9840-61279R  
Pale Green



RAL 6022 9840-61320R  
Olive Drab



RAL 6024 9840-61307R  
Traffic Green



RAL 6025 9840-61313R  
Fern Green



RAL 6026 9840-61286R  
Opal Green



RAL 6027 9840-61280R  
Light Green



RAL 6028 9840-61282R  
Pine Green



RAL 6029 9840-61268R  
Mint Green



RAL 6032 9840-61308R  
Signal Green



RAL 6033 9840-61293R  
Mint Turquoise



RAL 6034 9840-61311R  
Pastel Turquoise



RAL 7000 9840-72113R  
Squirrel Grey



RAL 7001 9840-71989R  
Silver Grey



RAL 7002 9840-72114R  
Olive Grey



RAL 7003 9840-72036R  
Moss Grey



RAL 7004 9840-72034R  
Signal Grey



RAL 7005 9840-72045R  
Mouse Grey



RAL 7006 9840-71973R  
Beige Grey



RAL 7008 9840-72010R  
Khaki Grey



RAL 7009 9840-72097R  
Green Grey



RAL 7010 9840-72096R  
Tarpaulin Grey



RAL 7011 9840-72055R  
Iron Grey



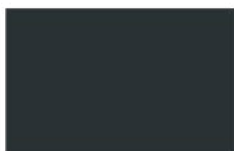
RAL 7012 9840-72011R  
Basalt Grey



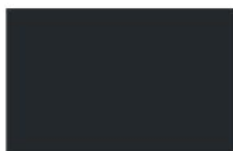
RAL 7013 9840-72008R  
Brown Grey



RAL 7015 9840-71996R  
Slate Grey



RAL 7016 9840-72121R  
Anthracite Grey



RAL 7021 9840-72122R  
Black Grey



RAL 7022 9840-71995R  
Umbra Grey



RAL 7023 9840-72106R  
Concrete Grey



RAL 7024 9840-72053R  
Graphite Grey



RAL 7026 9840-72078R  
Granite Grey



RAL 7030 9840-71993R  
Stone Grey



RAL 7031 9840-72112R  
Blue Grey



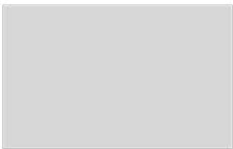
RAL 7032 9840-71991R  
Pebble Grey



RAL 7033 9840-72107R  
Cement Grey



RAL 7034 9840-71976R  
Yellow Grey



RAL 7035 9840-71977R  
Light Grey



RAL 7036 9840-72111R  
Platinum Grey



RAL 7037 9840-72007R  
Dusty Grey



RAL 7038 9840-71992R  
Agate Grey



RAL 7039 9840-71972R  
Quartz Grey



RAL 7040 9840-71979R  
Window Grey



RAL 7042 9840-71994R  
Traffic Grey A



RAL 7043 9840-72047R  
Traffic Grey B



RAL 7044 9840-71978R  
Silk Grey



RAL 7045 9840-72110R  
Telegrey 1



RAL 7046 9840-71981R  
Telegrey 2



RAL 7047 9840-72006R  
Telegrey 4



RAL 8000 9840-81050R  
Green Brown



RAL 8001 9840-81063R  
Ochre Brown



RAL 8002 9840-80993R  
Signal Brown



RAL 8003 9940-80994R  
Clay Brown



RAL 8004 9840-81016R  
Copper Brown



RAL 8007 9840-81059R  
Fawn Brown



RAL 8008 9840-81001R  
Olive Brown



RAL 8011 9840-80992R  
Nut Brown



RAL 8012 9840-81060R  
Red Brown



RAL 8014 9840-80964R  
Sepia Brown



RAL 8015 9840-81007R  
Chestnut Brown



RAL 8016 9840-81039R  
Mahogany Brown



RAL 8017 9840-80957R  
Chocolate Brown



RAL 8019 9840-81018R  
Grey Brown



RAL 8022 9840-81054R  
Black Brown



RAL 8023 9840-81058R  
Orange Brown



RAL 8024 9840-80987R  
Beige Brown



RAL 8025 9840-80985R  
Pale Brown



RAL 8028 9840-80968R  
Terra Brown



RAL 9001 9840-91744R  
Cream



RAL 9002 9840-91728R  
Grey White



RAL 9003 9840-91739R  
Signal White



RAL 9004 9840-91793R  
Signal Black



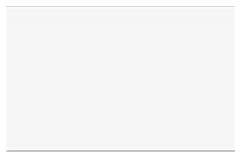
RAL 9005 9840-91748R  
Jet Black



RAL 9010 9840-91753R  
Pure White



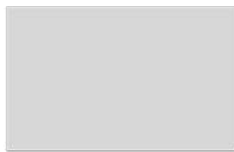
RAL 9011 9840-91747R  
Graphite Black



RAL 9016 9840-91735R  
Traffic White



RAL 9017 9840-91743R  
Traffic Black



RAL 9018 9840-91757R  
Papyrus White



RAL 9006 9841-01492R  
White Aluminum



RAL 9007 9841-01493R  
Grey Aluminum

**ADDITIONAL POWDER COAT COLORS:**



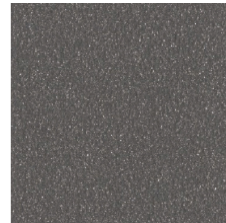
Sherwin Williams  
BL Bronze  
PHS4-62239



Sherwin Williams  
Sparkle Silver  
PSZ7-60001



TCI  
AAMA 2604  
BND Anodized Silver  
10211-02558-BX55



Tiger Drylac  
US 2 Fine Texture  
Iron Glimmer  
49/70787

*\*Additional color options, color matching, and custom color solutions are available at an additional cost. Please inquire.\**

# 2604 INDEX

## RAL Colors That Meet 2604 Specification

RAL Number	Product Code	RAL Name
1011	9840-11991R	Brown Beige
1019	9840-11916R	Grey Beige
1020	9840-11972R	Olive Yellow
3005	9840-30191R	Wine Red
3007	9840-30222R	Black Red
3009	9840-30211R	Oxide Red
3012	9840-30219R	Beige Red
5001	9840-50936R	Green Blue
5004	9940-50971R	Black Blue
5005	9840-50920R	Signal Blue
5008	9840-50948R	Grey Blue
5009	9840-50910R	Azure Blue
5017	9840-50955R	Traffic Blue
5019	9840-50915R	Capri Blue
5020	9840-50914R	Ocean Blue
5021	9840-50912R	Water Blue
6003	9840-61312R	Olive Green
6004	9840-61271R	Blue Green
6012	9840-61262R	Black Green
6013	9840-61314R	Reed Green
6021	9840-61279R	Pale Green
6033	9840-61293R	Mint Turquoise
7002	9840-72114R	Olive Grey
7004	9840-72034R	Signal Grey
7005	9840-72045R	Mouse Grey
7006	9840-71973R	Beige Grey
7009	9840-72097R	Green Grey
7010	9840-72096R	Tarpaulin Grey
7024	9840-72053R	Graphite Grey

7012	9840-72011R	Basalt Grey
7013	9840-72008R	Brown Grey
7015	9840-71996R	Slate Grey
7016	9840-72121R	Anthracite Grey
7021	9840-72122R	Black Grey
7022	9840-71995R	Umbra Grey
7023	9840-72106R	Concrete Grey
7031	9840-72112R	Blue Grey
7037	9840-72007R	Dusty Grey
7039	9840-71972R	Quartz Grey
7042	9840-71994R	Traffic Grey A
7043	9840-72047R	Traffic Grey B
8000	9840-81050R	Green Brown
8002	9840-80993R	Signal Brown
8004	9840-81016R	Copper Brown
8015	9840-81007R	Chestnut Brown
8017	9840-80957R	Chocolate Brown
8019	9840-81018R	Grey Brown
8022	9840-81054R	Black Brown
8025	9840-80985R	Pale Brown
9004	9840-91793R	Signal Black
9005	9940-91748R	Jet Black
9006	9841-01492R	White Aluminum
9007	9841-01493R	Grey Aluminum
9011	9840-91747R	Graphite Black
9017	9840-91743R	Traffic Black

# RAL COLOR DECK NOTES

- All of TCI's RAL colors are formulated as Super Durable, fast cure products with exceptional application characteristics to enhance first pass transfer efficiency and excellent re-coat properties
- Fast Cure- recommended cure schedules are 7 min @ 400° F, 10 min @ 375° F, and 15 min @ 350° F (metal temp)
- All of TCI's RAL products meet or exceed AAMA 2603 Specifications, please refer to the index for colors that meet the 2604 specification
- TCI RAL products have been matched to original RAL color master standards
- TCI RAL products are designed to be used in both indoor and outdoor applications
- TCI RAL products have a gloss range between 80-95%

\*Please note that slight variations between colors shown here and actual product may exist

## PRODUCT SPECIFICATIONS

SIGNATURE CRESCENT TRANSIT SHELTER  
MODELS 52150-00, 52151-00, 52152-00

### I. GENERAL

#### A. REFERENCES

1. The Aluminum Association – Aluminum Design Manual 2010
2. American Welding Society – AWS Standard D1. 1-10 & D1 2-08
3. ASCE 7 2010 Minimum Design Loads for Buildings and Other Structures
4. ASTM B 209 Specification for Aluminum and Aluminum Alloy - Sheet and Plate
5. ASTM B221 Specification for Aluminum and Aluminum Alloy – Extruded Bars, Rods, Wire, Profiles, and Tubes
6. Americans with Disabilities Act of 1990 (ADA)
7. Buy America 49 USC 5323(j)(1) and 49 CFR Part 661
8. NASA Atmospheric Science Data Center - Monthly Averaged Insolation (sun-hours) Incident on a Horizontal Surface 22-year Average, and Minimum and Maximum Difference from Monthly Averaged Insolation
9. OSHA Nationally Recognized Testing Laboratory Certification

#### A. SUBMITTALS

1. Manufacturer’s product brochures and specifications.
2. Manufacturer’s top level shelter design drawings. Include elevations and connection details, as necessary.
3. Signed and sealed structural engineering design documents for state of shelter installation, as necessary.
4. Samples of shelter finish as necessary.
5. Manufacturer’s shelter installation instructions.
6. Manufacturer’s warranty documentation.
7. Buy America Certification
8. Quality Assurance Certificate of Compliance

#### B. DESIGN

1. Shelters shall be engineered to meet or exceed all applicable wind, snow and seismic loads.
2. Shelters shall be designed and manufactured in full compliance with local building codes.
3. Design shall be modular to ensure consistent fit and reduced kit of parts.
4. Design shall include opportunity for agency branding through choice of color, logo placement or other means.
5. Design shall be completed and documented using AutoDesk Suite digital 3D design software.

#### C. QUALITY ASSURANCE

1. Manufacturer shall have a minimum of 10 years’ experience in design and fabrication of transit shelters.
2. Manufacturer shall be a Clark County Approved Fabricator or equivalent certified by a third party agency to meet or exceed International Accreditation Service (IAS), International Building Code, and American Institute of Steel Construction (AISC) quality fabrication standards.

#### D. WARRANTY

1. Limited Lifetime Structural Warranty on shelter and components.



2. Material finish warranted against defects for a period of one year.
3. Manufacturer shall maintain inventory of replacement parts for ten years after delivery of shelter.

E. BUY AMERICA

1. As applied to manufactured products, shelters shall be 100% Buy America compliant and certified by manufacturer to meet 49 USC 5323(j)(1) and 49 CFR Part 661 for manufactured components.

F. AMERICANS WITH DISABILITIES ACT (ADA)

1. As designed, shelters shall be 100% complaint with ADA provisions and related Federal guidelines, and shall remain compliant if installed per manufacturer instructions.

II. PRODUCT

A. MANUFACTURER

1. Shelters shall be Signature Crescent Models 52150-00, 52151-00, and 52153-00 as manufactured by Tolar Manufacturing Company, Inc.

B. MATERIALS

1. All structural steel shall be ASTM A-36, minimum yield strength 36,000 PSI, unless otherwise noted.
2. All structural aluminum components shall be minimum 6063-T5 alloy, unless otherwise noted.
3. All aluminum extrusions shall be custom designs.
4. Components shall be sized to comply with the load requirement for the project and shall not be less than the dimensions shown on specific plans.

C. FABRICATION

1. All holes shall be drilled or punched.
2. Steel welding shall conform to AWS Standard D1. 1-10. Electrodes shall conform to AWS A5.1 Class E70S-5.
3. Aluminum welding shall conform to AWS Standard D1. 2-08. Electrodes shall conform to AWS/SFA 5.10 Class ER4043.
4. All welding shall be done at Tolar Manufacturing Company, Inc. facility. No on-site welding is performed.
5. All welding must be performed by AWS Certified welders.

D. SIZES

1. Standard Depth: 7' nominal
2. Standard Lengths: 8', 12', and 16' nominal
3. Nominal dimensions based on roof perimeter size (drip line)

E. COLUMNS/POSTS

1. Fabricated of aluminum material.
  - a) Aluminum shall be 6063-T6 with minimum thickness of 1/8".
  - b) Formed of continuous extruded aluminum I-beam shape with 1/2" thick front and rear plates, and 1/4" web wall thickness.
  - c) Welded aluminum components forming columns shall not be utilized.
2. Tops of columns shall have a welded plate with mounting eye for roof rafter attachment.
  - a) Aluminum shall be 6063-T6 with minimum thickness of 1/4".
  - b) Top Plates shall be welded to I-beam columns.
3. For surface mounting, columns utilize surface mounted shoe plates of aluminum material.

- a) Aluminum shall be 6063-T6 with minimum thickness of 3/4".
- b) Shoe plates are welded to I-beam columns.
- c) Shoe plates are pre-drilled with 7/8" diameter holes for anchor placement.

#### F. RAFTERS

- 1. Each Post shall be connected to a roof rafter fabricated of aluminum material.
  - a) Aluminum shall be 6063-T6 with minimum thickness of 1/4".
- 2. Rafter shall be welded to form a custom tapered shape.
- 3. Rafter shall fasten to the column top plate with stainless steel hardware.
- 4. Rafter shall also be connected to column by adjustable rear strut of 1 1/2" solid round aluminum rod and 1/2" strut plate.

#### G. ROOF

- 1. Roof shall be offset radius design.
- 2. Roof structure shall provide 8' minimum clear height.
- 3. Roof panels shall be formed from .090 Aluminum sheet.
- 3. Roof panels are secured to rafters with extruded aluminum pressure rib with integrated channel and rubber gasket secured by Tek screws. Pressure ribs shall provide leak proof performance without additional sealants. No silicone sealers shall be used.

#### H. WALLS

- 1. Wall panels include back wall panels, and partial half end wall panels on both ends of shelter.
- 2. Rear wall panels are formed from aluminum tube frame and 1/8" clear polycarbonate sheet.
  - a) Panels are fabricated as sectional components for ease of installation and panel replacement as needed.
  - b) Panels are installed between columns and secured by stainless steel hardware.
  - c) 1/8" clear polycarbonate sheet mechanically fastened to frames.
- 3. End wall panel is formed from aluminum tube frame and 1/8" clear polycarbonate sheet.
  - a) Fully welded frame with no mechanical fasteners.
  - b) End panel frame includes adjustable mounting shoe for surface mount using stainless steel anchors
  - c) End panel frame is radiused to match I-beam column for mechanical attachment to end column I-beam using stainless steel hardware.
  - d) 1/8" clear polycarbonate sheet mechanically fastened to frames.

#### I. SECURITY LIGHTING

- 1. Lighting system is solar powered model RMS100 roof mounted lighting system.
- 2. Lighting systems shall be UL Listed or approved equivalent OSHA NRTL registered certification mark. Certification shall be for the entire system. Individual component certification is not acceptable.
- 3. Lighting shall consist of one (1) 8 Watt Round LED fixture mounted in each center roof rafter, providing a minimum of 5 foot candles brilliance at bench height.
  - a) One LED fixture for 8' shelter.
  - b) Two LED fixtures for 12' shelter.
  - c) Three LED fixtures for 16' shelter.
- 4. Solar powered lighting systems shall provide for a minimum 7 days autonomous operation as calculated for the

specific system load and geographic location, with load calculations and light plots provided.

5. Solar powered lighting systems shall provide for dusk to dawn operation and transition detection independent of overhead light levels.
6. Solar powered lighting systems shall provide for timed dimming and automatic shut off preset programming as needed.

#### J. FASTENERS

1. Fasteners shall be stainless steel.
2. Exposed fasteners shall be tamper-proof.
3. Ground attachment anchors shall be sized to meet wind load requirements, and shall be Hilti Kwik Bolt TZ anchors in conformance with ICC-ESR-1917.

#### K. FINISH

1. Shelters shall be finished in Super Durable powder coating baked enamel finish, with 4-5 mil final thickness.
2. Finish color selected from standard TCI RAL color chart. Custom colors available upon request.
3. Super Durable powder coat finish meets ASTM D3359-02 Standard Test Method for Measuring Adhesion by Tape.
4. Super Durable powder coat finish meets ASTM D4752-10 Standard Test Method for Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc-Rich Primers by Solvent Rub

### III. EXECUTION

#### A. SHIPPING AND STORAGE

1. Shelters are packaged and crated for delivery in knockdown and unassembled condition.
2. Delivery and unloading requires pallet jack or forklift.
3. Store crated shelters in clean, dry, and level area and covered with waterproof, breathable tarpaulin.
4. Do not stack crates.
5. Do not store in direct contact with the sun or rain.

#### B. INSTALLATION

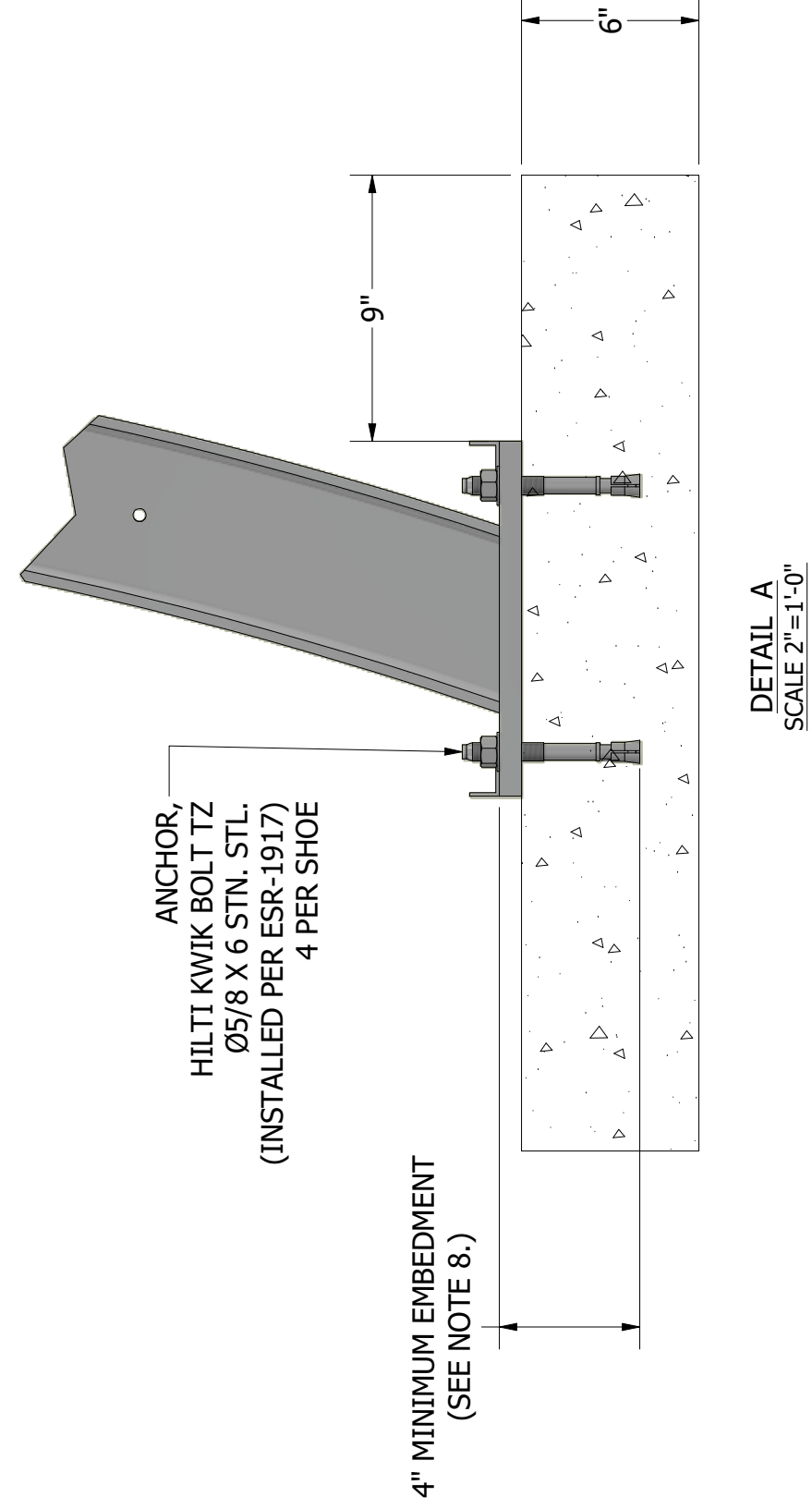
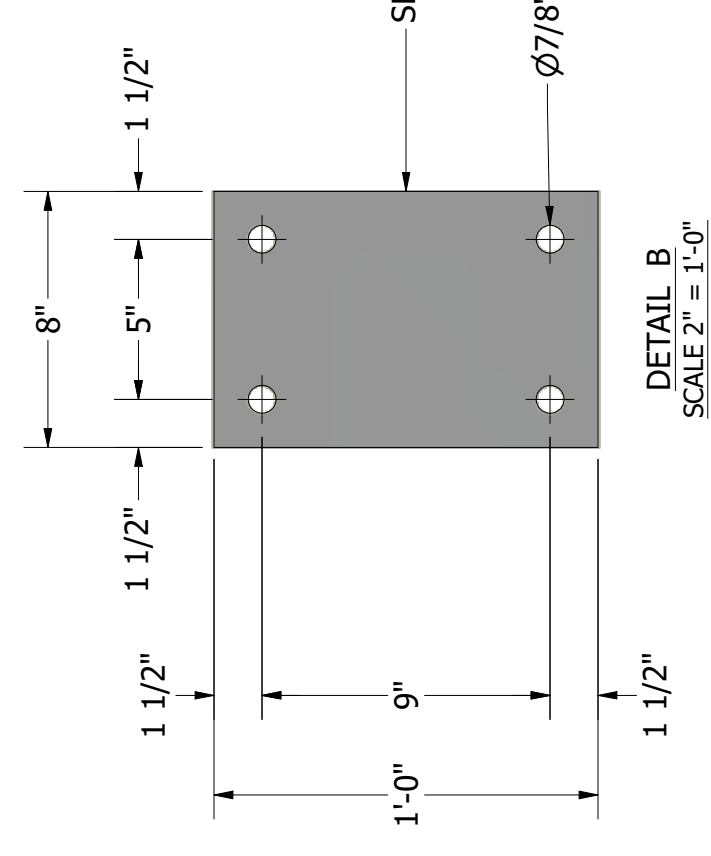
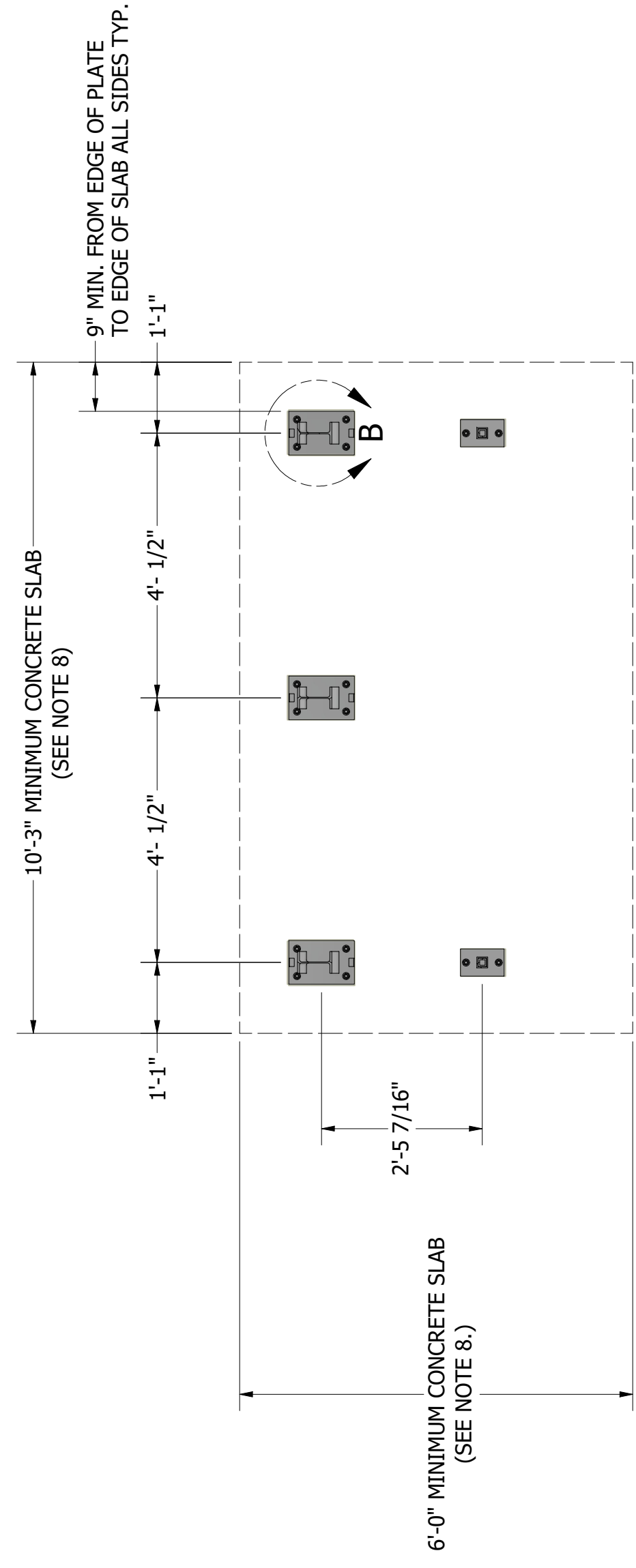
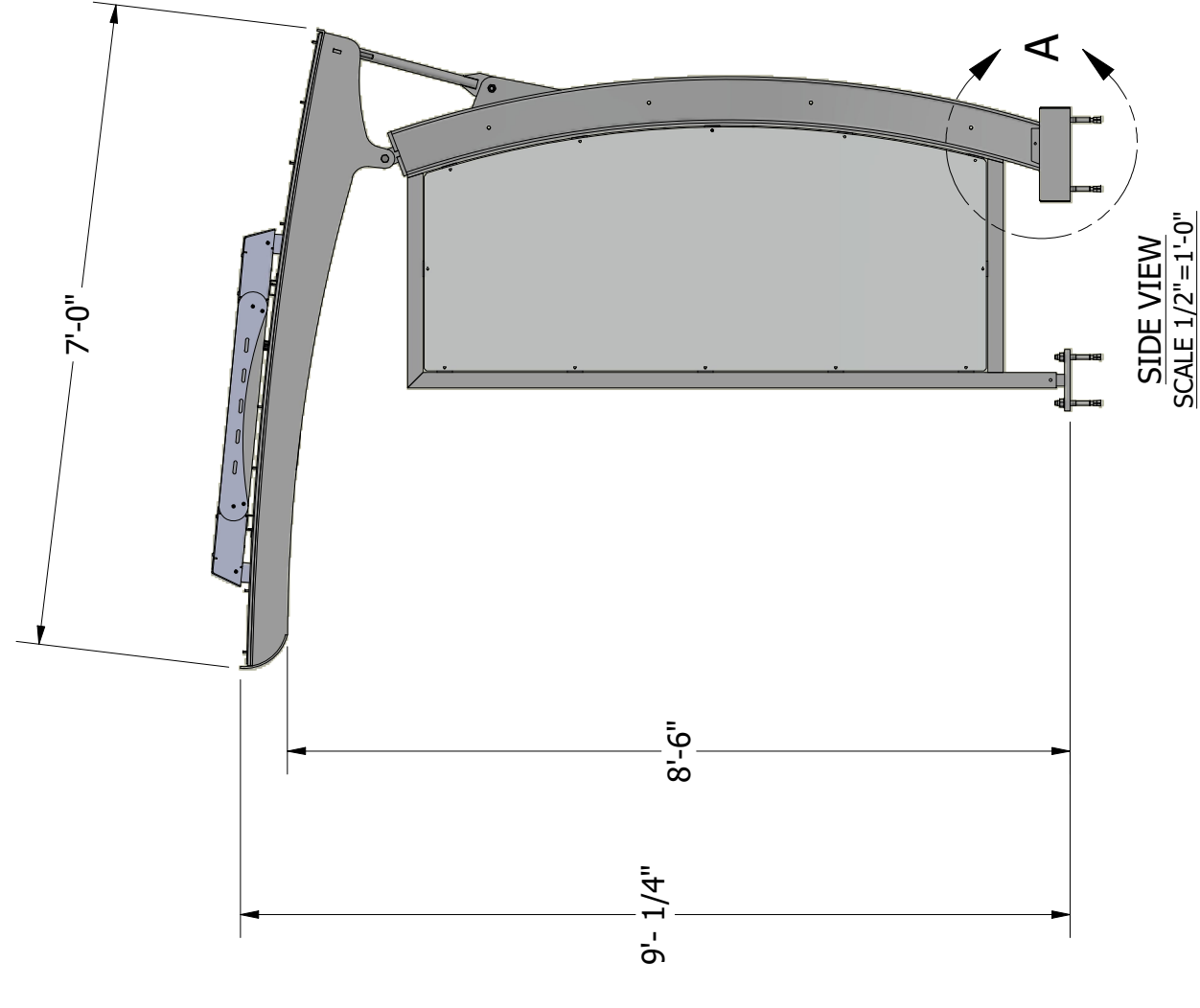
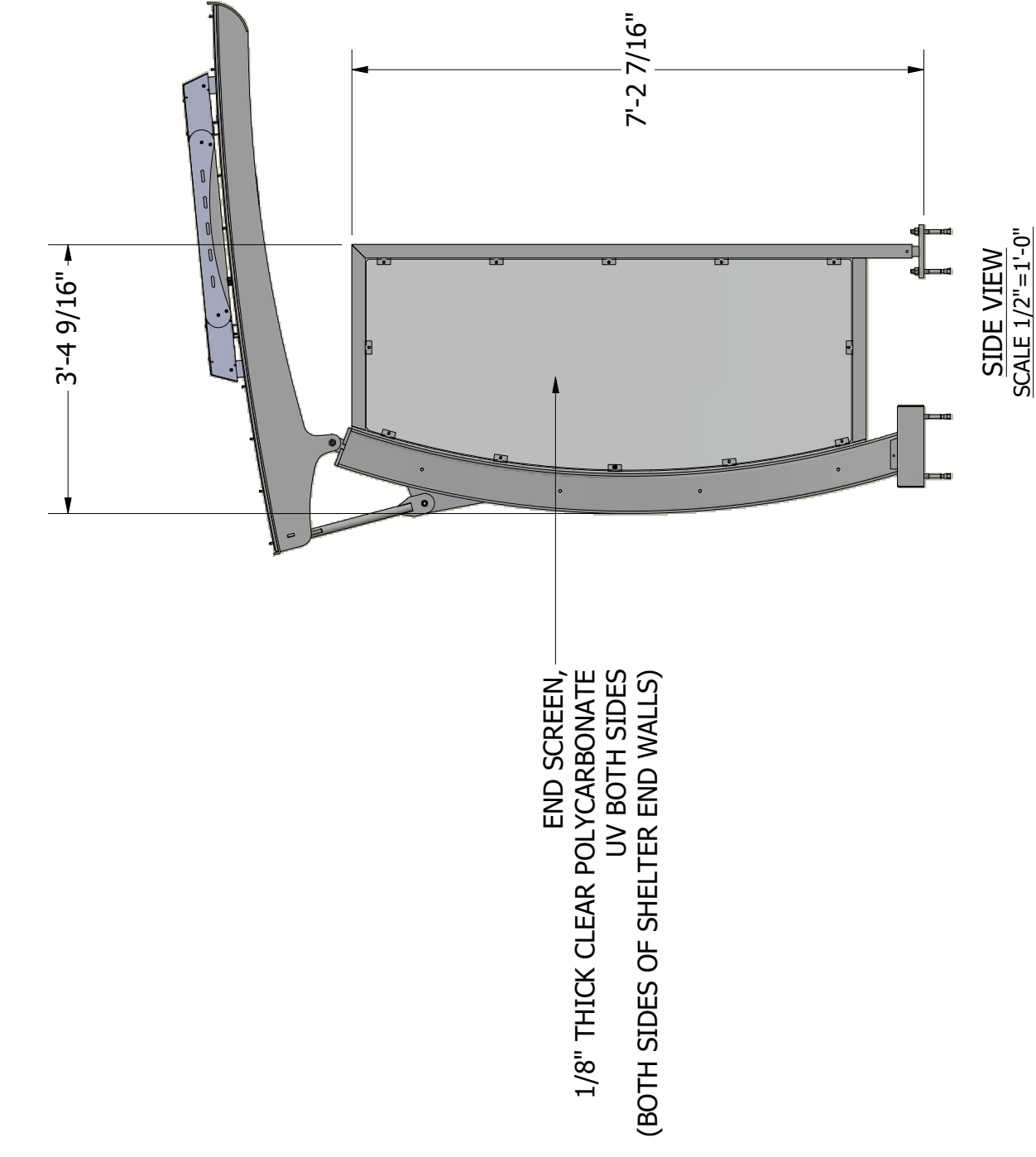
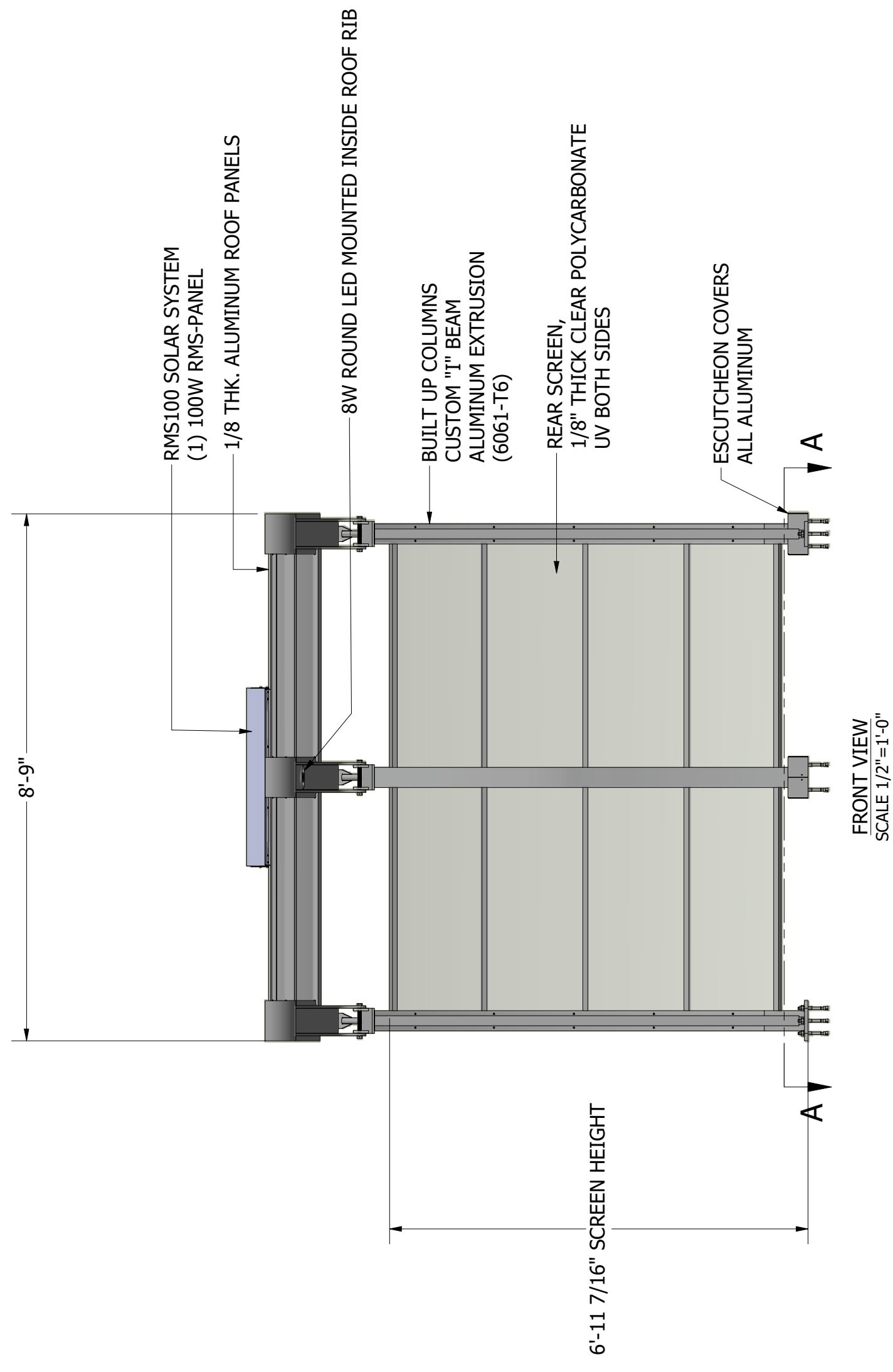
1. Manufacturer provides all necessary installation hardware.
2. Manufacturer provides complete detailed installation instructions.
3. Shelter installation shall be performed by manufacturer certified and qualified local installer.
4. Surface installation requires level concrete pad of appropriate size and thickness as specified by shelter design.

#### C. MAINTENANCE

1. Shelters shall be cleaned routinely with wet sponge or non-abrasive cloth using mild household detergents and rinsed with water. Light power washing may be used to remove dust and dirt from finish surfaces.
2. No solvents are to be used in cleaning of shelters.

**GENERAL NOTES:**

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1, 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D11. ELECTRODES SHALL CONFORM TO AWS/SAF 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL.
8. CONCRETE PAD SIZES SHOWN ARE STANDARD MINIMUM REQUIREMENTS AND ARE FOR REFERENCE ONLY. THE PAD MAY NEED TO BE REINFORCED OR ENLARGED DEPENDING ON LOCAL CODES AND LOADING CONDITIONS.

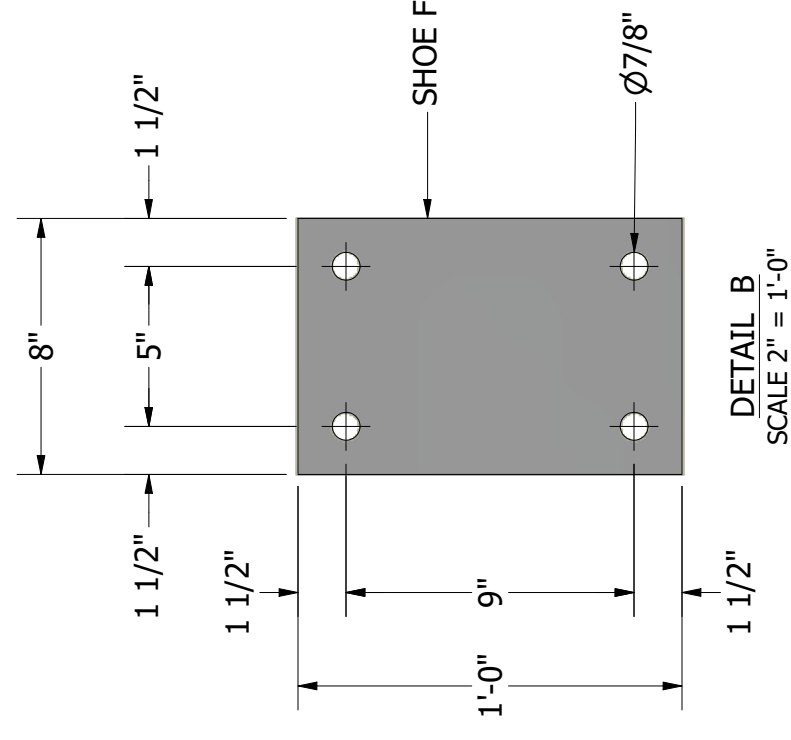
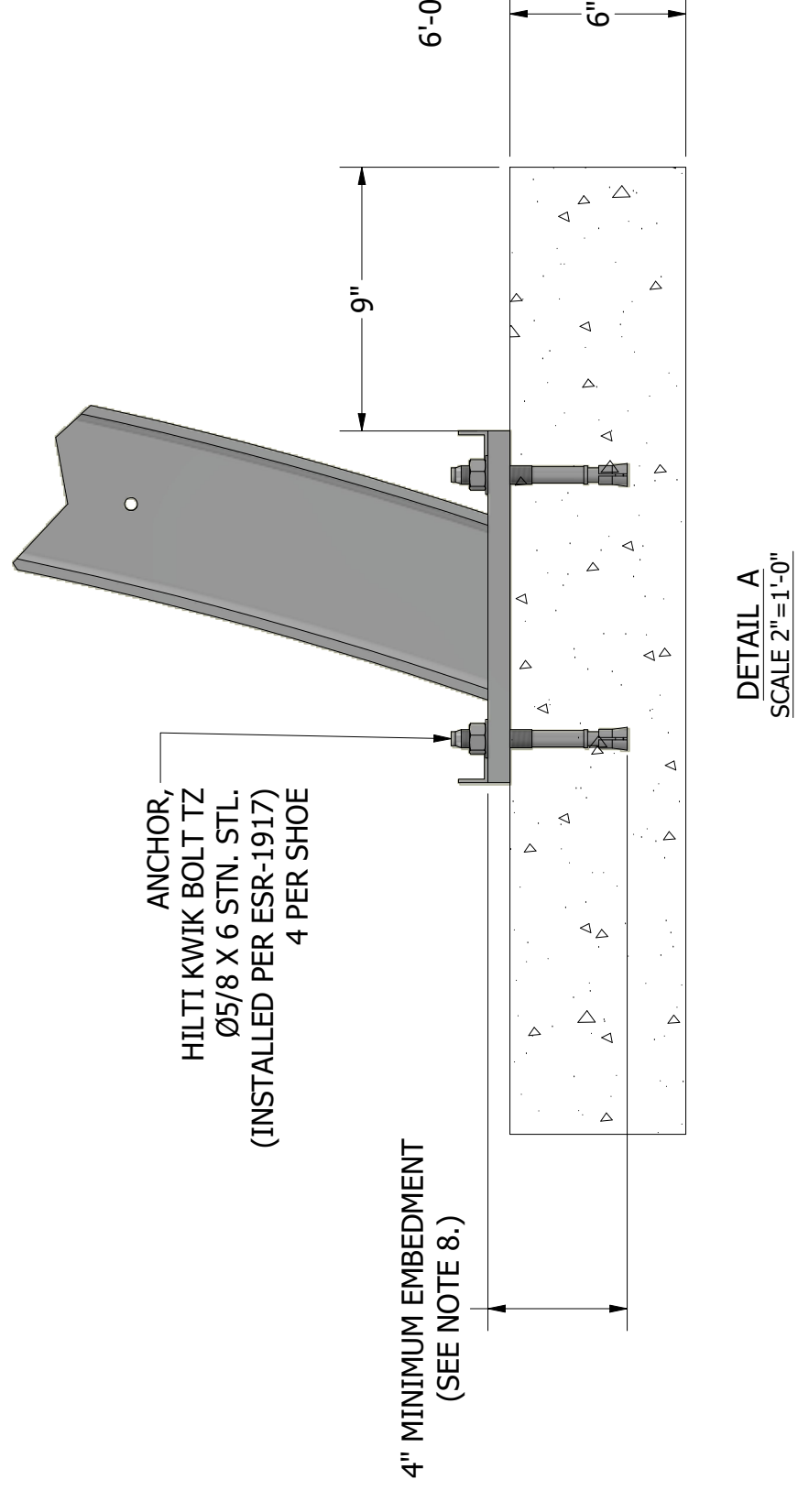
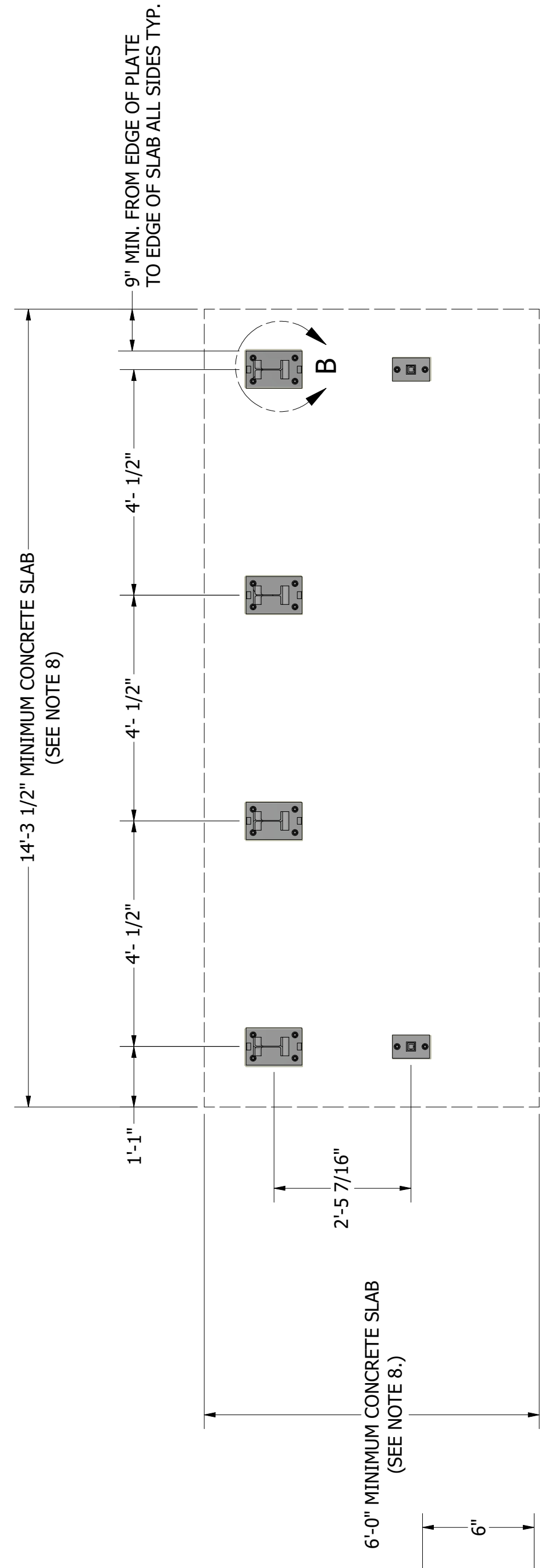
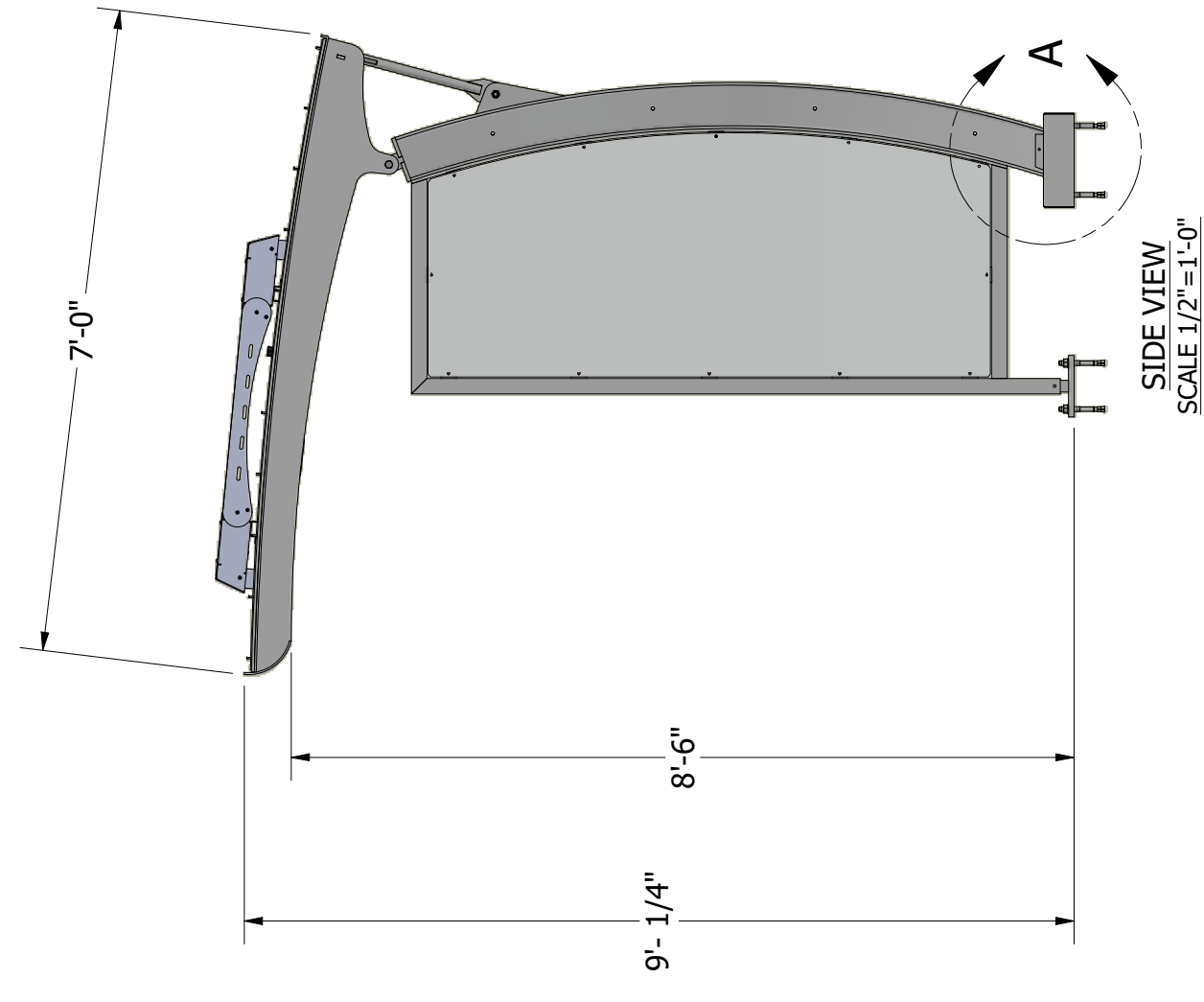
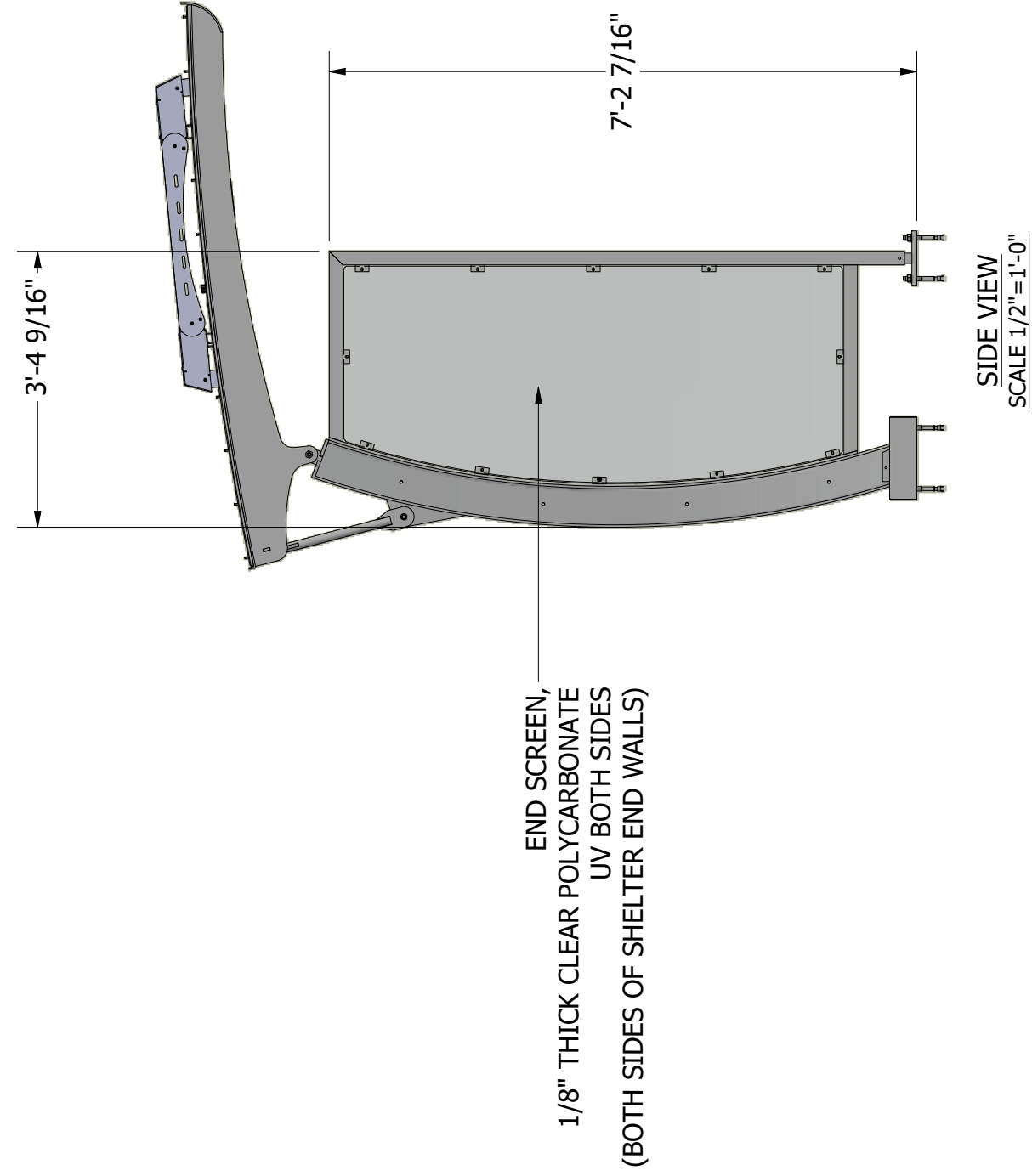
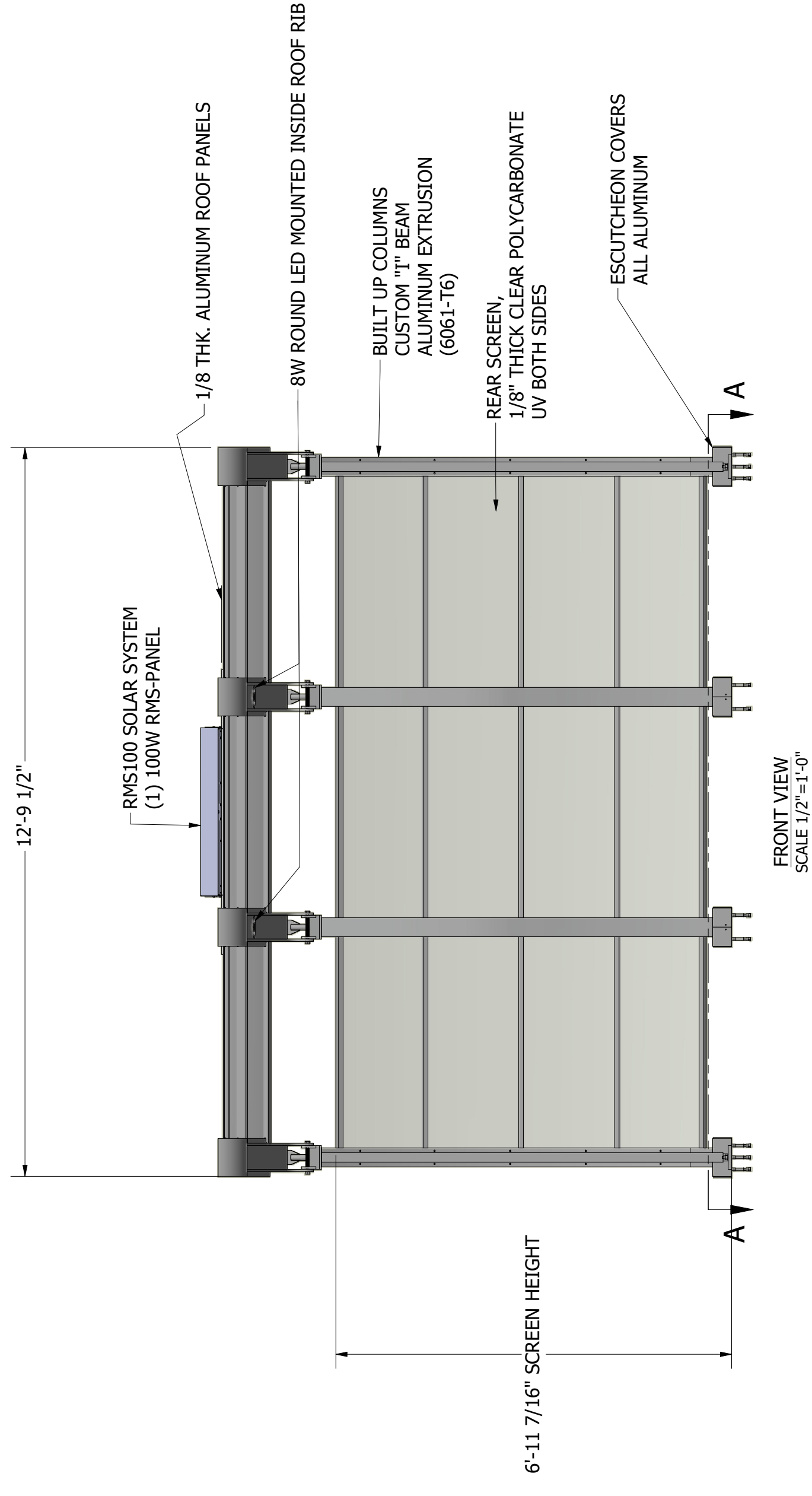


THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE REPRODUCED, COPIED, OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. UPON COMPLETION OF PROJECT. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.

<b>TOLAR</b>		<b>TOLAR MANUFACTURING COMPANY, INC</b>	
258 Marsh Circle, Corona CA 92779			
DESCRIPTION	9' X 7' CRESCENT SHELTER	DWG NO.	52150-00
CUSTOMER/VENDOR	GREENVILLE, SC	DATE	8/6/2024
SIZE	ALL ALUMINUM	DRAWN BY:	RF3/IT
D		DATE	8/6/2024
SCALE	AS NOTED	DATE	8/6/2024
SCALE	AS NOTED	DATE	8/6/2024

**GENERAL NOTES:**

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1, 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1, 2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL.
8. CONCRETE PAD SIZES SHOWN ARE STANDARD MINIMUM REQUIREMENTS AND ARE FOR REFERENCE ONLY. THE PAD MAY NEED TO BE REINFORCED OR ENLARGED DEPENDING ON LOCAL CODES AND LOADING CONDITIONS.



THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE REPRODUCED, COPIED, OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.

<b>TOLAR TOLAR MANUFACTURING COMPANY, INC</b> 258 Marsh Circle, Corona CA 92719	
DESCRIPTION	9' X 7' CRESCENT SHELTER
CUSTOMER/VENDOR	GREENVILLE, SC
SIZE	ALL ALUMINUM
DWG NO.	52151-00
DATE	8/6/2024
SCALE	AS NOTED
DATE	8/6/2024
DRAWN BY:	RF3/IT
REV	-
PAGE	1 OF 1



## PRODUCT SPECIFICATIONS

Mesa Bench with Back

Model 52157-121

### I. GENERAL

#### A. REFERENCES

1. American Welding Society – AWS Standard D1. 1-102 & D1 2-08
2. ASCE 7 2010 Minimum Design Loads for Buildings and Other Structures
3. Americans with Disabilities Act of 1990 (ADA)
4. Buy America 49 USC 5323(j)(1) and 49 CFR Part 661

#### A. SUBMITTALS

1. Manufacturer's product brochures and specifications.
2. Manufacturer's top level design drawings. Include elevations and connection details as necessary.
3. Signed and sealed structural engineering design documents for state of installation as necessary.
4. Samples of finish as necessary.
5. Manufacturer's installation instructions.
6. Manufacturer's warranty documentation.
7. Buy America Certification
8. Quality Assurance Certificate of Compliance

#### B. DESIGN

1. Products shall be engineered to meet or exceed all applicable wind, snow, and seismic loads.
2. Products shall be designed and manufactured in full compliance with local building codes.
3. Design shall be modular to ensure consistent fit and reduced kit of parts.
4. Design shall include opportunity for agency branding through choice of color, logo placement or other means.

#### C. QUALITY ASSURANCE

1. Manufacturer shall have a minimum of 10 years' experience in design and fabrication of transit products.
2. Manufacturer shall be a Clark County Approved Fabricator or equivalent certified by a third-party agency to meet or exceed International Accreditation Service (IAS), International Building Code, and American Institute of Steel Construction (AISC) quality fabrication standards.

#### D. WARRANTY

1. Limited Lifetime Structural Warranty.
2. Material finish warranted against defects for a period of one year.
3. Manufacturer shall maintain inventory of replacement parts for ten years after delivery.

#### E. BUY AMERICA

1. As applied to manufactured products, products shall be 100% Buy America compliant and certified by manufacturer to meet 49 USC 5323(j)(1) and 49 CFR Part 661 for manufactured components.

#### F. AMERICANS WITH DISABILITIES ACT (ADA)

1. As designed, products shall be 100% complaint with ADA provisions and related Federal guidelines, and shall

remain compliant if installed per manufacturer instructions.

## II. PRODUCT

### A. MANUFACTURER

1. Bench shall be Model 52157-121as manufactured by Tolar Manufacturing Company, Inc.

### B. MATERIALS

1. All structural aluminum shall be of alloy 6063-T5 or greater.
2. Components shall be sized to comply with the load requirement for the project and shall not be less than the dimensions shown on specific plans.
3. All aluminum extrusions shall be custom designs.

### C. FABRICATION

1. All holes shall be drilled or punched.
2. Aluminum welding shall conform to AWS Standard D1. 2-08. Electrodes shall conform to AWS/SFA 5.10 Class ER4043.
3. All welding shall be done at Tolar Manufacturing Company, Inc. facility. No on-site welding is performed.
4. All welding must be performed by AWS Certified welders.

### D. SIZES

1. Designed for two (2) seated persons
2. Standard Depth: 22" nominal
3. Standard Lengths: 48" nominal
4. Standard Back Height: 36 7/8" nominal
5. Standard Seat Height: 18" nominal
6. Nominal dimensions based on seat platform size
7. Custom dimensions available to meet aesthetic or other design criteria

### E. SEAT PLATFORM

1. Fabricated of custom aluminum extrusion and standard aluminum shapes
2. Platform surface material is HDPE recycled plastic slats
  - a) Slats are grey color.
  - b) Slats mechanically fastened to seat platform supports
3. One (1) aluminum seat delineator arm rest bars are mechanically fastened to seat platform surface
4. Fully welded seat platform, including aluminum pipe post supports
5. Tear drop shaped adjustable leveling shoes with holes for anchors
6. All installation hardware

### F. SEAT PLATFORM

1. Fabricated of custom aluminum extrusion and standard aluminum shapes
2. Back surface material is HDPE recycled plastic slats
  - a) Slats are grey color
  - b) Slats mechanically fastened to back frame
3. Fully welded back frame, including aluminum supports
4. All installation hardware



#### G. ANCHORS

1. Fasteners shall be stainless steel for bench anchoring to suitable concrete pad.
  - a) Anchors are Hilti Sup-R Stud 1/2" x 3 3/4" or similar
  - b) Four (4) anchors per bench

#### H. FINISH

1. Benches are finished in Super Durable powder coating baked enamel finish, with 4-5 mil final thickness.
2. Finish color selected from standard TCI RAL color chart. Custom colors available upon request.
3. Powder coat finish meets ASTM D3359-02 Standard Test Method for Measuring Adhesion by Tape.
4. Powder coat finish meets ASTM D4752-10 Standard Test Method for Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc-Rich Primers by Solvent Rub

### III. EXECUTION

#### A. SHIPPING AND STORAGE

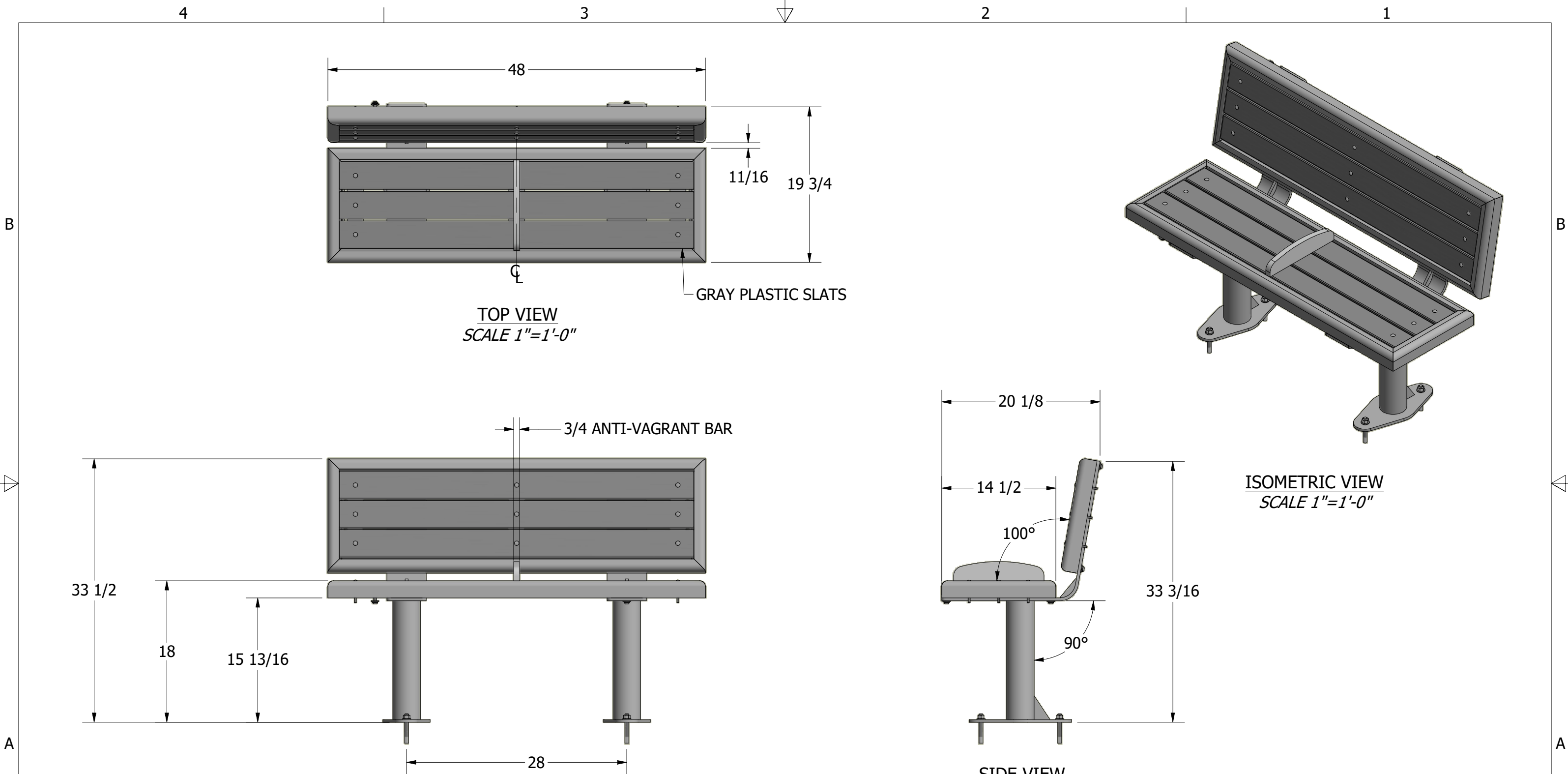
1. Shelters are packaged and crated for delivery in knockdown and unassembled condition.
2. Delivery and unloading requires pallet jack or forklift.
3. To the maximum extent possible, roofs and walls shall be assembled prior to shipping.
4. Store crated shelters in clean, dry, and level area and covered with waterproof, breathable tarpaulin.
5. Do not stack crates.
6. Do not store in direct contact with the sun or rain.


#### B. INSTALLATION

1. Manufacturer provides all necessary installation hardware.
2. Manufacturer provides complete detailed installation instructions.
3. Shelter installation shall be performed by manufacturer certified and qualified local installer.
4. Surface installation requires level concrete pad of appropriate size and thickness as specified by shelter design.

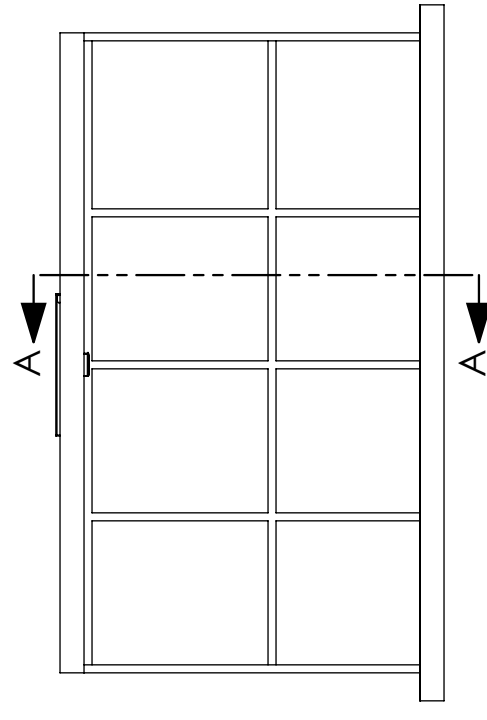
#### C. MAINTENANCE

1. Shelters shall be cleaned routinely with wet sponge or non-abrasive cloth using mild household detergents and rinsed with water. Light power washing may be used to remove dust and dirt from finish surfaces.
2. No solvents are to be used in cleaning of shelters.

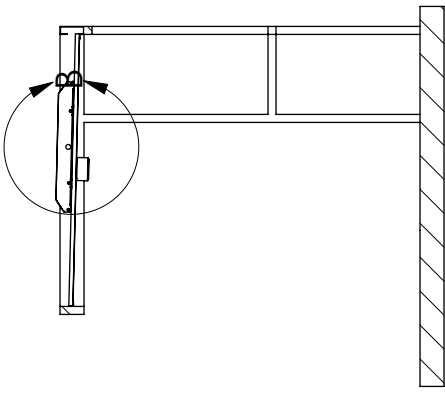
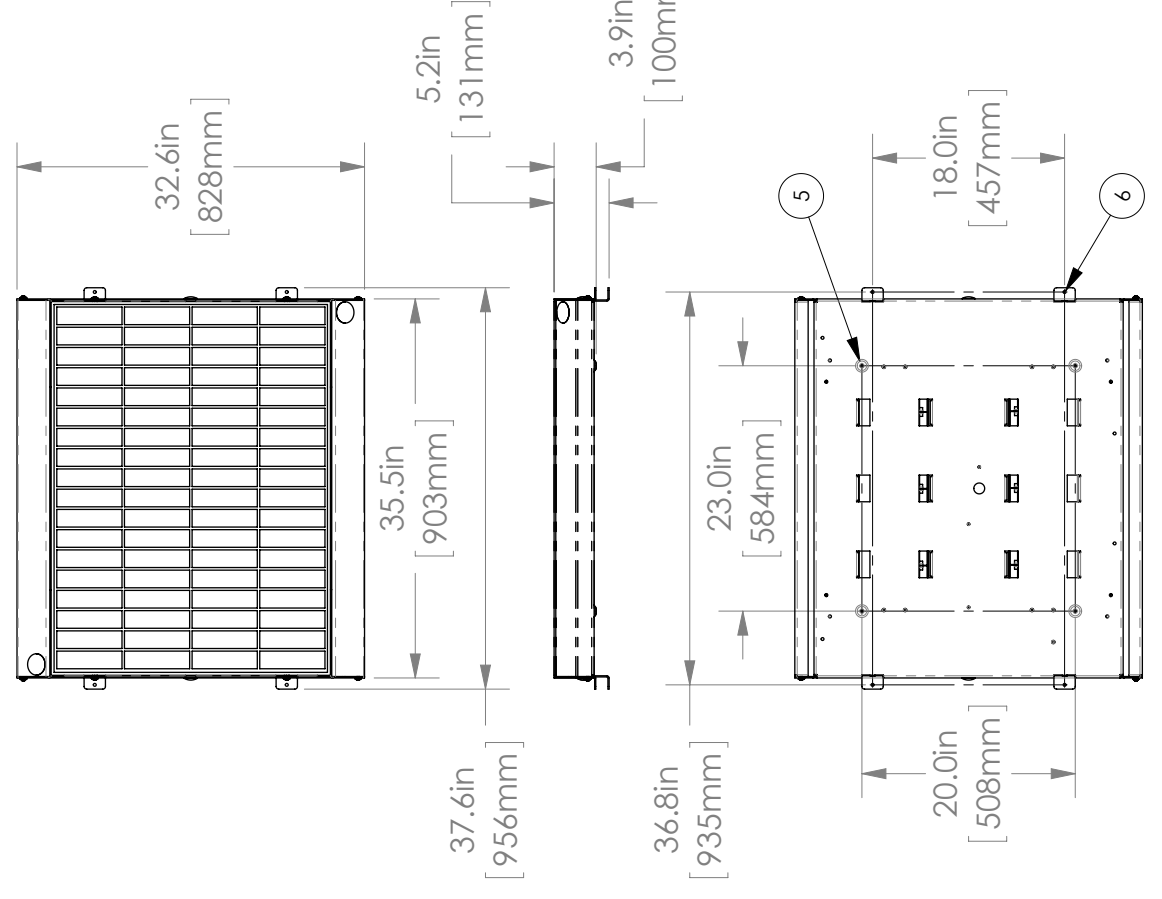


 <b>Tolar Manufacturing Company, Inc</b> 258 Mariah Circle, Corona CA. 92879		DESCRIPTION	
		48MESABENCHWBACK (1BAR)	
CUSTOMER/VENDOR			SHEET NO.
GREENVILLE, SC			1 OF 1
SIZE	MATL.	DWG NO.	REV. NO.
B	VARIES	52157-00	-
STOCK #:	DATE	DRAWN BY:	
	8/6/2024	RFarr	

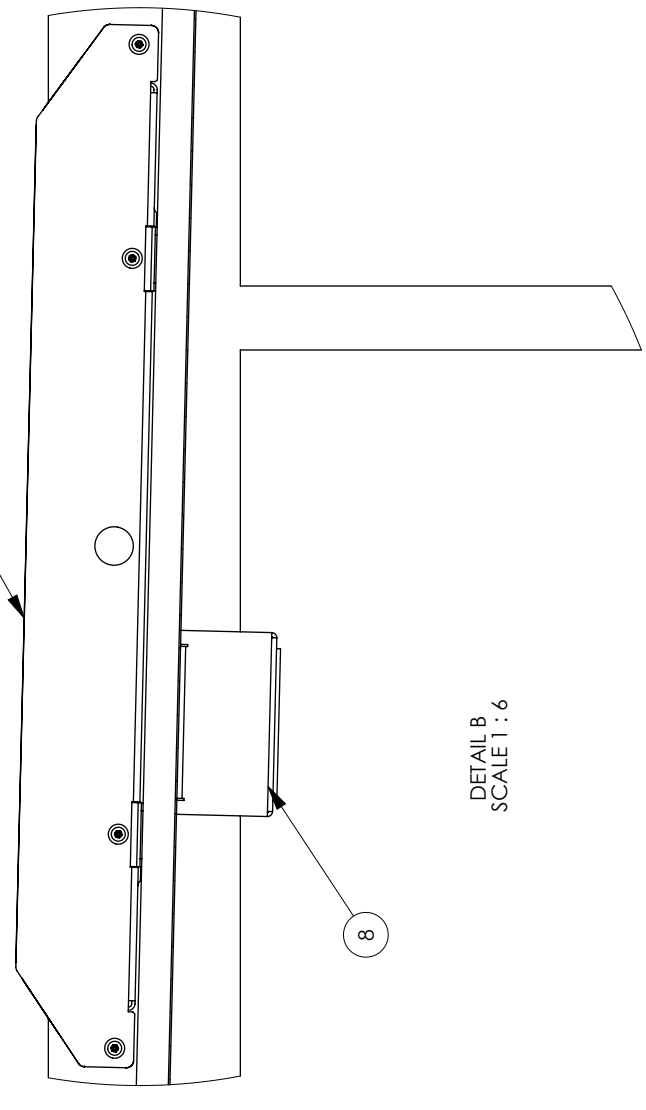
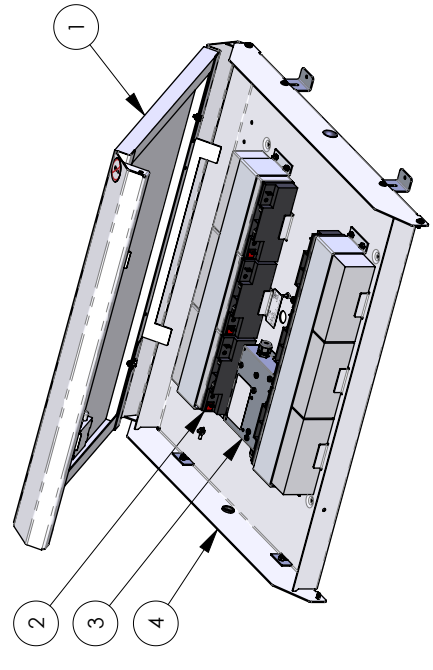
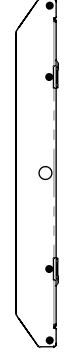
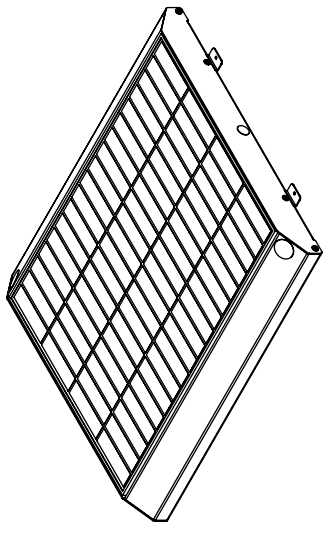
8 7 6 5 4 3 2 1



TYPICAL INSTALLATION



SECTION A-A  
SCALE 1 : 48



DETAIL B  
SCALE 1 : 6

NOTES:

- ① SOLAR ARRAY
- ② BATTERY BANK
- ③ USC ECM
- ④ CHASSIS - 10 GA ALUMINUM
- ⑤ MOUNTING OPTION 1 - FIXED HEIGHT .19" SURFACE TO RMS UNDERSIDE CLEARANCE 4X CLEARANCE HOLES FOR 1/4" HARDWARE
- ⑥ MOUNTING OPTION 2 - ADJUSTABLE HEIGHT .19 - 1.40" SURFACE TO RMS UNDERSIDE CLEARANCE 4X CLEARANCE HOLES FOR 1/4" HARDWARE
- ⑦ RMS-100 MOUNTED DIRECTLY TO ROOF STRUCTURE - OPTION 1 SHOWN (USE OPTION 2 WITH STANDING SEAM ROOF)
- ⑧ REMOTELY MOUNTED LED LUMINAIRE - 8W ROUND IN VANDAL RESISTANT HOUSING SHOWN

\*\*\*OPERATING PROFILE DEPENDENT ON GEOGRAPHIC LOCATION. PLEASE CONTACT URBAN SOLAR FOR ASSISTANCE WITH LIGHTING DESIGN.\*\*\*

**SPECIFICATIONS:**

- SOLAR ARRAY (W): 80
- NOM. SYSTEM VOLTAGE (VDC): 12
- MAX. BATTERY BANK (Ah): 108
- BATTERY TYPE: SEALED LEAD ACID (SLA)
- CONTROLLER: USC ECM C/W REAL TIME CLOCK
- CHASSIS MATERIAL: ALUMINUM
- CHASSIS COATING: POWDER COAT - POLYESTER
- SYSTEM WEIGHT (lbs): 99 (4 BATT), 112 (5 BATT), 125 (6 BATT)

**UL** LISTED  
E484659  
DISTRIBUTED GENERATION  
POWER SYSTEMS ACCESSORY  
EQUIPMENT

PROPRIETARY  
COPYRIGHT © 2008 BY  
Urban Solar Corp., Victoria, BC, Canada  
ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY  
BE REPRODUCED STORED IN A RETRIEVAL SYSTEM, OR  
TRANSMITTED IN ANY FORM, WITHOUT THE WRITTEN  
PERMISSION OF Urban Solar

DRAWN BY  
D HANKE  
DATE  
18-NOV-2018

TITLE

**RMS-100 - ROOF MOUNTED SHELTER LIGHTING SYSTEM**

DRAWING NO  
**11798**

REVISION  
**A**

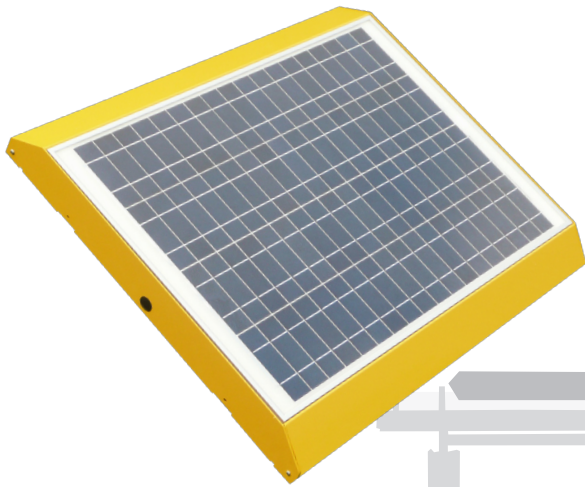
PAGE  
**1/1**

Urban Solar®  
urbansolar

1880 SW Merlo Drive  
Beaverton, OR, USA 97003  
(T) 503-356-5516

# PV-Shelter

## RMSxx



# Contents

Page 3 ..... - Introduction

Page 4 ..... - How it Works

Page 5 ..... - Assembly

Page 7 ..... - Installation

Page 13 ..... - Power-Up and Final Testing

Page 15 ..... - Troubleshooting

Page 16 ..... - Maintenance/ Product Care  
- Batteries  
- Contact and Re-order Information

Page 17 ..... - Appendix A: Warranty

## Introduction

The Urban Solar Corporation RMSxx series stand-alone solar powered LED lighting systems are designed specifically to meet the requirements for lighting transit shelters.


The RMS series has been engineered to integrate with the shelter’s mechanical design in order to provide an aesthetic look and a very simple installation procedure.

The three sizes offered are the RMS30, RMS50, and RMS80. The size required depends on the local solar conditions as well as the lighting requirements.

## Safety Information

**NOTICE:**

Thoroughly read these instructions and familiarize yourself with the equipment before installing, operating, servicing or maintaining it. The following message warns of potential hazards and offers instructions to avoid them.

 <b>DANGER</b>
<p><b>HAZARD OF BURNS, EXPLOSION, FALLING OR FALLING EQUIPMENT</b></p> <ul style="list-style-type: none"> <li>• Apply appropriate personal protective equipment (PPE) and follow all local workplace safety regulations.</li> <li>• This equipment must only be installed by a qualified person.</li> <li>• Remove all jewelry before working with or near batteries.</li> <li>• Do not short circuit batteries.</li> <li>• Do not alter factory wiring.</li> <li>• Do not smoke while installing or servicing this product.</li> <li>• Secure all tools from falling while working overhead.</li> <li>• Install batteries only after securing this to product in its intended location.</li> <li>• Replace all covers, doors, or access panels after installing or servicing this product.</li> </ul> <p><b>Failure to follow these instructions will result in death or serious injury.</b></p>

This equipment should be installed, operated, serviced, and maintained only by qualified personnel. A qualified person is one who has skills and knowledge related to the construction and operation of this equipment and its installation, and has received safety training to recognize and avoid the hazards involved.

## How it works

The RMS series shelter lighting system provides lighting using state of the art LED luminaires, batteries and solar panels, integrated with an intelligent programmable energy control module (ECM). Electricity generated by the solar panels is directed to the ECM which controls the charging of the battery bank and switches on the power to the LEDs. The ECM can be factory programmed to provide variable calendar based lighting profiles (on time duration and intensity) to match the available solar insolation and user preferences.

### **PV Array (solar module)**

The PV array consists of a 30W, 50W, 80W, or 120W solar module mounted to a metal chassis containing the batteries and ECM. The solar panel array size is selected to provide enough solar charging for the system to operate dusk till dawn, at a specific brightness level, year round at a given geographical location.

### **Batteries**

The battery bank is composed of two, three, five, or ten 18 amp-hour 12 Volt cells. The batteries are sealed, lead acid, rechargeable, and provide a minimum of 5 days autonomy (i.e. the system could operate for a minimum of 5 days with absolutely no solar charging – for example during heavy snowfall).

### **Luminaires**

The LED luminaires contain high power white LEDs. The luminaires are driven well below their maximum power rating to increase efficiency and extend the already long life.

### **ECM**

The Energy Control Module is the central control of the lighting system. It controls battery charging and regulates the power to the LED luminaires. The ECM also monitors the system performance to ensure the batteries will not be damaged by over charging, and will turn off the LEDs if the battery voltage falls below the low voltage disconnect (LVD) setting. Once the batteries have been sufficiently charged above the LVD, the ECM will turn the LEDs back on again. The ECM is factory programmed for a specific operation profile based on the customer requirements for LED on-time and brightness level, and depends on the geographical location and solar array size. Using a calendar based approach, the LED light levels and on-times can be optimized for maximum performance year round.

### **Operating Profile**

The RMSxx has a built in programmable energy control module (ECM). The standard operating profile has luminaires automatically turning on after dusk at full brightness, and turning off at dawn – this is the dusk till dawn (D/D) profile. However, in some locations, and depending on the season, there may be insufficient sunlight to support the D/D profile all year long. Therefore, the RMSxx is pre-programmed at the factory to set a calendar based operating profile to maximize the light intensity and duration based on NASA solar insolation data for the region. For example, the RMSxx might be programmed for D/D lighting for the months of May through September, and then a shorter lighting duration and/or lower intensity from October through April (for example, dusk+6hrs/dawn-2hrs, at 75% intensity). Since the programming is calendar based, the lighting levels and durations can be adjusted and optimized on any time interval.

### **Data Logging /Retrieval**

The ECM keeps a daily log of critical operating parameters such as battery voltage, solar panel and LED Current. This data can be retrieved in the field in order to assess the RMSxx performance. This gives engineering staff at Urban Solar Corp the ability to continuously evaluate performance of the solar charging capabilities and compare real time performance to the modeled simulations.

## Assembly

Typically the RMSxx is shipped completely assembled and ready for installation. All that is required is to install the power module to the shelter roof, run the wiring harnesses and mount the LED luminaires to the ceiling. The batteries may be shipped separately and can be wired during the installation process. For wiring details refer to the wiring schematic..

The RMSxx is factory programmed for your particular location and lighting profile specifications – i.e. on time duration and brightness. The LEDs typically come on ~ 30 minutes after sunset (civil twilight).

### RMSxx Components

All of the required wiring harnesses and hardware are included.

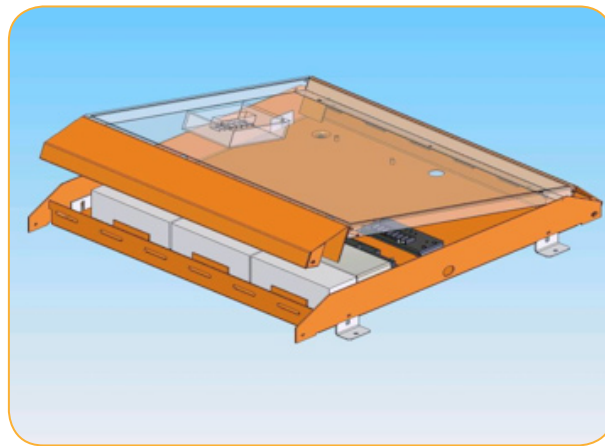



figure 1. Power module with batteries, ECM, and solar module



## Installation

 <b>DANGER</b>
<p><b>HAZARD OF BURNS, EXPLOSION, FALLING OR FALLING EQUIPMENT</b></p> <ul style="list-style-type: none"> <li>• Apply appropriate personal protective equipment (PPE) and follow all local workplace safety regulations.</li> <li>• This equipment must only be installed by a qualified person.</li> <li>• Remove all jewelry before working with or near batteries.</li> <li>• Do not short circuit batteries.</li> <li>• Do not alter factory wiring.</li> <li>• Do not smoke while installing or servicing this product.</li> <li>• Secure all tools from falling while working overhead.</li> <li>• Install batteries only after securing this to product in its intended location.</li> <li>• Replace all covers, doors, or access panels after installing or servicing this product.</li> </ul> <p><b>Failure to follow these instructions will result in death or serious injury.</b></p>

Since every shelter is different, attaching the solar panels and power module to the shelter is the responsibility of the contractor on-site. Urban Solar provides basic hardware and brackets or rails to secure the solar panel to the roof. These require screwing into or bolting through the roof structure.

The solar panel and LED fixture cables require an entry way into the shelter as well. The contractor shall provide an appropriate liquid tight cord grip for this purpose. The installer will need to ensure any roof penetrations are sealed against water. There shall be no exposed wiring on the roof or interior of the shelter, and the contractor must use appropriate conduit and electrical connectors in order to provide a professional, reliable, and aesthetic installation. If there is any question as to the acceptability of the installation method, the contractor shall consult with Urban Solar support staff.

The installation procedure depends on shelter type and architecture. The RMSxx is designed to be compatible with most flat roof and peaked roof shelter designs.

It is important to install the power module so that the solar panel is not shaded, and ideally is receiving full south to south west exposure.



figure 2. Power module mounted on shelter



figure 3. LED Luminaire assembly (installed)

**Power module mounted on shelter roof**



figure 4. Open roof mounted RMS



figure 5.

**Strip luminaire – mounted on ceiling beam**



figure 6. Strip luminaire – mounted on ceiling beam



figure 7. Strip luminaire – mounted on ceiling beam

**Flush Mount Round Luminaire**

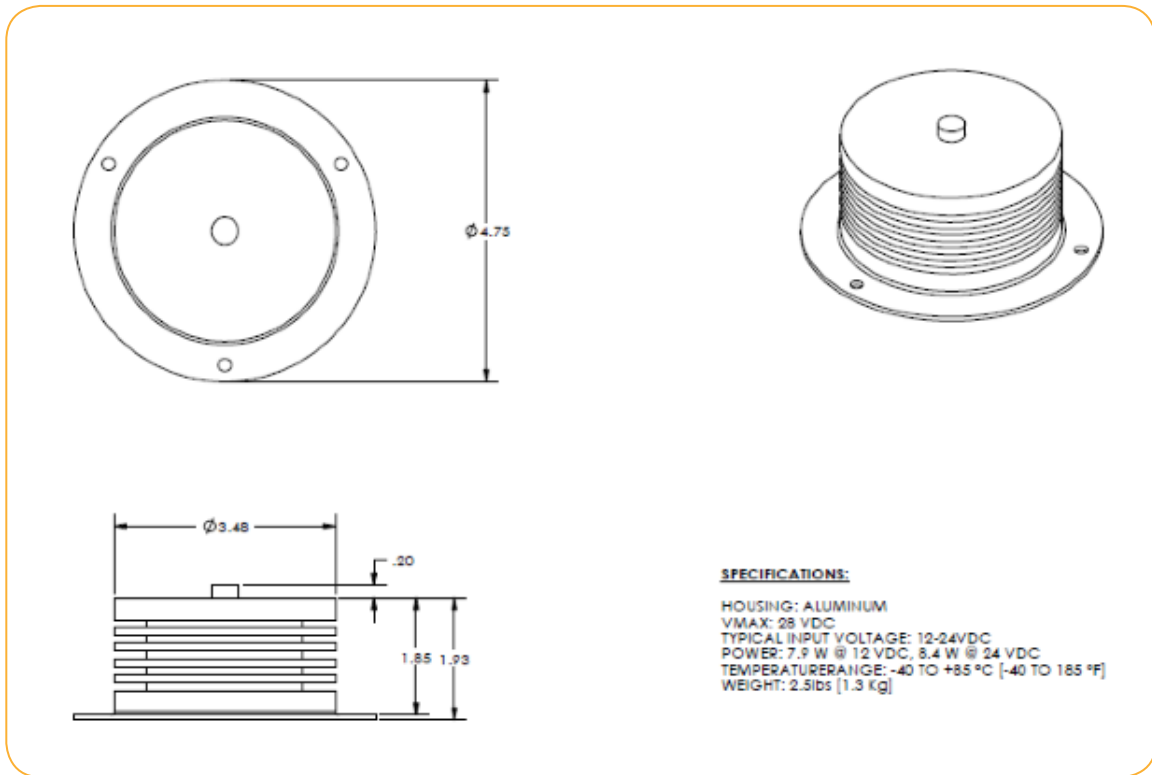


figure 8.



figure 9.

The luminaire(s) can be mounted anywhere inside the shelter where it is convenient to run the wiring harnesses. It is advised that the harnesses be completely hidden to avoid vandalism. The luminaire should be mounted at a height of 8-12 ft and directed downwards towards the shelter seating area.

Urban Solar can provide various fixture housings depending on shelter architecture and mounting locations. The following photos show examples of mounting options.

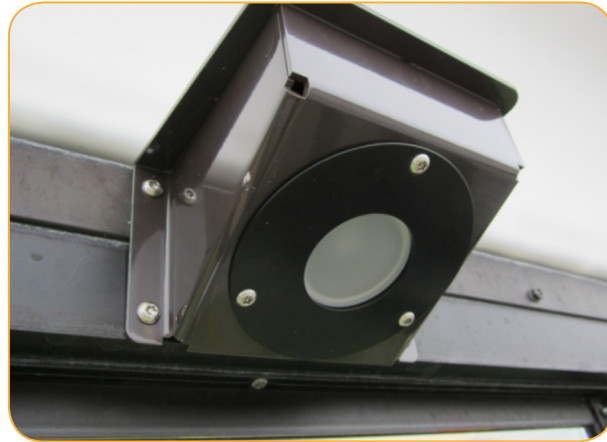


figure 10. Mounting Option 1. Angle Bracket mounted on cross beam above bench.

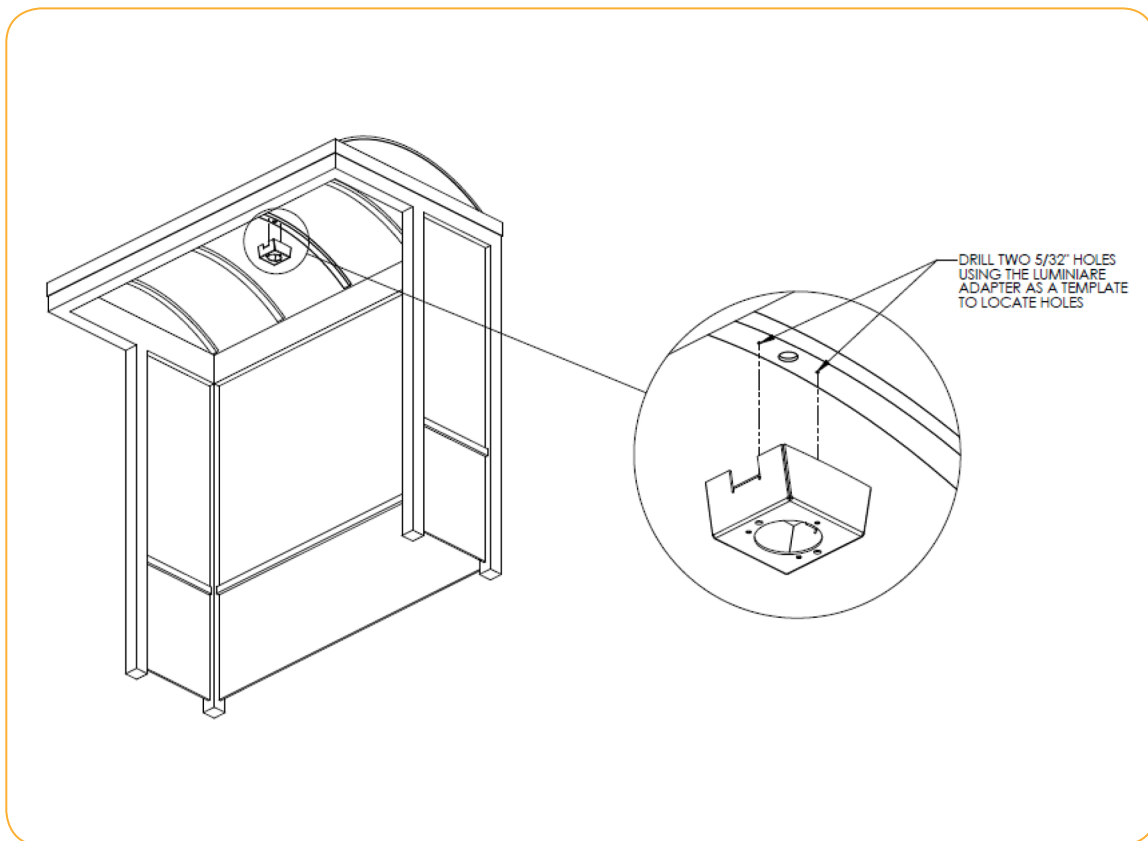


figure 11. Mounting Option 2. Ceiling Mount Bracket with cut out for roof rib. Also available as flush mount.

### RMS50 Wiring Schematic

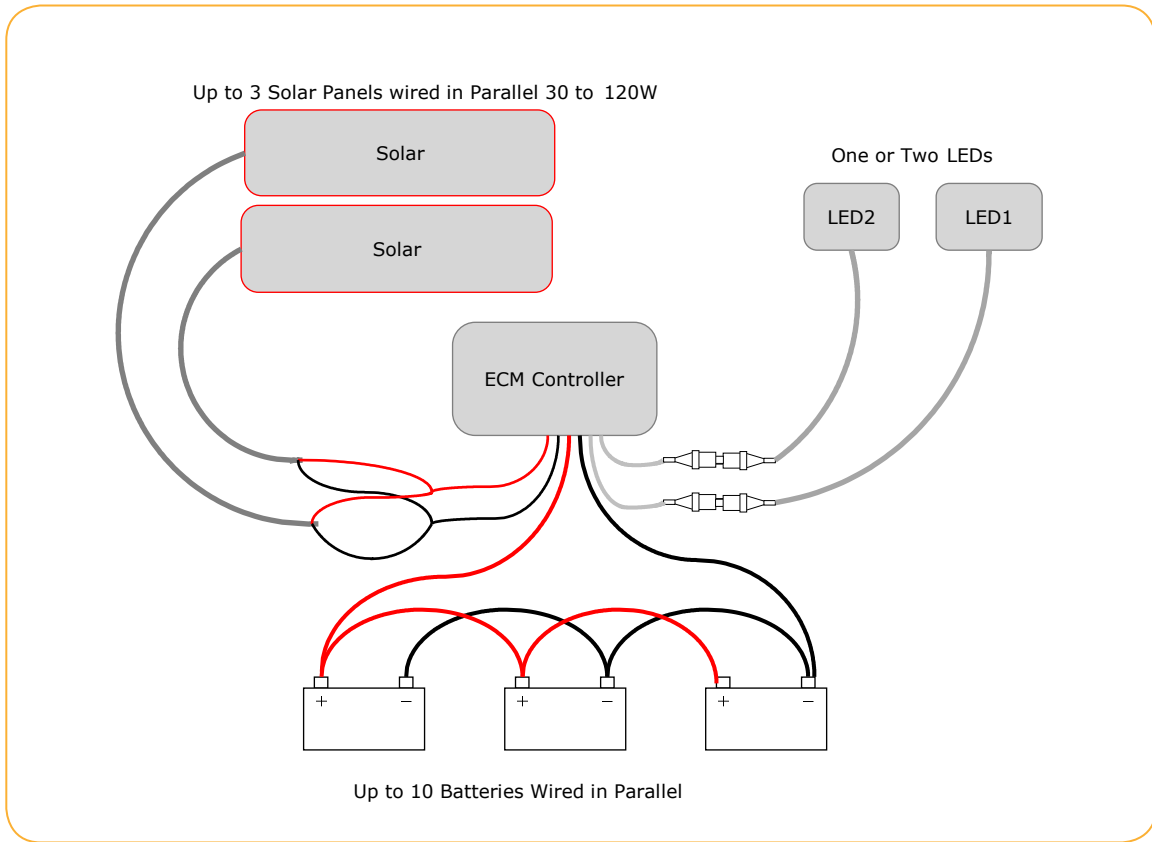


figure 12. Schematic shows typical wiring for the RMS50 with three batteries and two luminaires.

### Power-Up and Final Testing

After the RMSxx has been installed, the final step is to apply power to the unit by installing the inline fuse on the positive battery lead. Upon power-up, the LEDs should blink briefly and turn off if the solar panel is in daylight; if installing at night, the LEDs will blink and then turn on.

Please note: If the solar panel is covered or disconnected during day-time the LEDs will not turn on at full power. The default day-time brightness level is 10%. The LEDs will turn on at full power only during night-time operation.

The RMSxx also has a self-test feature that is activated by swiping a magnet over the reed switch located inside the ECM. The ECM is marked with a label showing where to swipe the magnet (figure 13.)

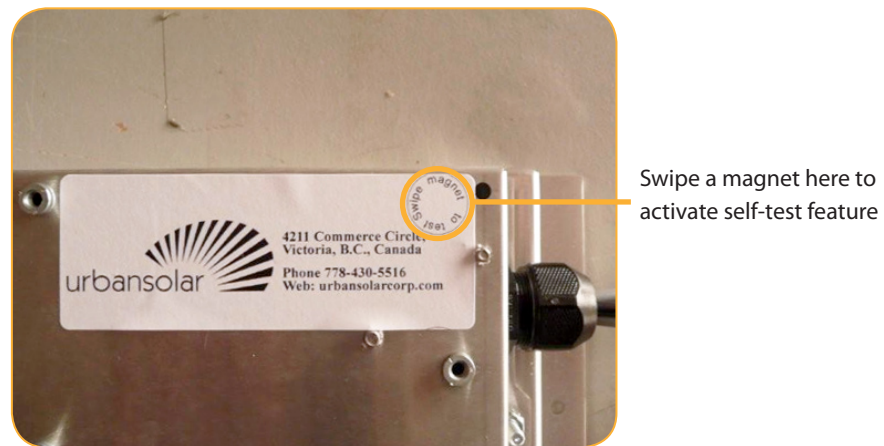


figure 13.

The self-test, when activated, will provide information on system health by flashing the LEDs in a predetermined sequence. On activation the LEDs will flash 3 times quickly, pause, and then flash slowly giving one to four flashes depending on the state of charge of the batteries. If the lights do not flash the system requires troubleshooting – see troubleshooting.

1 flash	0- 25% battery	system could fail soon or is in LVD
2 flash	25-50% battery	caution, system might be under performing
3 flash	50-75% battery	system is good
4 flash	75% or greater (100%) battery	system is receiving optimal charging

The battery bank size and system load have been carefully selected to maintain the energy balance for the specific solar region. Expect to see three or four flashes on the battery diagnostic test. If there are 2 or less flashes the system could be under performing or not getting enough solar charging due to very poor weather, a poor solar site (shaded), or both.



Note: Install solar powered lighting system within 3 months of delivery. Sealed lead acid batteries will self discharge in storage. It is recommended that installation occur as soon as possible after delivery to ensure the maximum life cycle of batteries is recognized.

Battery warranty will be void for systems that are not installed within 6 months of delivery by Urban Solar Corp.

## Troubleshooting

In the event the RMSxx fails to turn on after dark (or simulated darkness):

1. Check that the panel is completely dark. If there is a street-light directly overhead this can sometimes provide enough light to simulate daytime. If you are using a cover to simulate darkness ensure that the panel is completely covered and totally dark.
2. Open the chassis lid, remove the fuse in the positive battery connect lead, and measure the battery voltage across the battery terminals:
3. If the battery voltage is <11.0Volts contact Urban Solar Corp for assistance.
4. If the voltage is between 11.0 and 11.9V then the battery needs to be charged before the lights will activate. When the battery voltage falls to less than 11.9V, the ECM protects the battery from over-discharge by disconnecting power to the luminaires. Once the system has had sufficient time and sunlight to recharge and the battery voltage reaches 12.4 Volts, the ECM will reconnect power to the luminaires, and the system will function normally. Charging will occur naturally in the field and the unit can be checked again after a few sunny days. Alternatively a battery charger may be used – please consult Urban Solar Corp.
5. If the battery voltage is >11.9V the lights should activate.
6. Ensure the panel is in complete darkness. Remove the fuse from the positive lead of the battery and check to make sure the fuse is not blown. Replace the fuse if required.
7. Remove the fuse and wait 10 seconds, then reconnect the fuse. If lights activate then the problem is solved. Note - this can be repeated up to 5 times to “reboot” the ECM controller.
8. If the above steps do not restore normal operation, contact Urban Solar for assistance.

## Maintenance/ Product Care

Although the system is designed to be maintenance free, optimal performance requires clean solar panels and lenses. Clean on an annual basis or as required. Use water and a soft sponge or cloth for cleaning and a mild, non-abrasive cleaning agent for more stubborn residue. Rinse well.

## Batteries

MSDS available upon request Contact Urban Solar

Be cautious when handling the battery pack. It is capable of generating hazardous short-circuit currents. Remove all jewelry (bracelets, metal-strap watches, rings) before attempting to handle or disassemble the battery pack. Contact Urban Solar if further instruction is required.

### IMPORTANT MAINTENANCE NOTE!

Over time dirt and debris may collect on the solar module (panel). Excess dirt or grime will reduce battery charging and thus can lead to premature battery failure and or lack of performance. Urban Solar recommends at a minimum an annual cleaning of the solar module. Water and soap are recommended rather than simply 'spraying' the solar panel. Please see manual or contact Urban Solar for more information.

Consult your local municipal by-laws for information on recycling the cells.  
DO NOT THROW THE CELLS IN THE GARBAGE!

## Contact and Re-order Information

If you have any questions or feedback we would like to hear from you. Please visit our website or feel free to contact us directly at 778-430-5516 or [techsupport@urbansolarcorp.com](mailto:techsupport@urbansolarcorp.com)

### Urban Solar (USA)

1880 SW Merlo Drive  
Beaverton, OR, USA, 97006

### Urban Solar (Can)

4211 Commerce Circle  
Victoria, BC Canada, V8Z 6N6

[www.solarlightingfortransit.com](http://www.solarlightingfortransit.com)



**Solar-Powered LED Lighting Systems Warranty**

With proper maintenance, Urban Solar lighting systems are designed to operate reliably for a decade or more. In fact, some Urban Solar lighting systems installed prior to 2010 are still enhancing safety and customer experience at bus stops across North America.

Urban Solar Corp. ("the manufacturer") provides a limited warranty on all solar-powered LED lighting systems. Specific warranties apply to system components as follows:

- Solar panels - 25 year limited warranty
- LED luminaires - 10 year limited warranty
- System electronics (excluding 3rd-party cellular-connected devices), wiring, and Energy Control Module (ECM) - 5 year limited warranty
- System enclosure, metalwork, and powder coating - 10 year limited warranty
- 3rd-party cellular-connected devices, including SmartLink SL-2-DC controller - 1 year limited warranty
- Rechargeable batteries - 5 years limited pro-rated warranty with options for 5 and 10 year extended warranties as detailed below:

<b>Standard 5 year Prorated Battery Warranty</b>	
<b>0 to 24 Months</b>	100% battery replacement
<b>25 to 36 Months</b>	50% battery replacement
<b>36 to 48 Months</b>	30% of the original battery price applied to the battery replacement
<b>48 to 60 Months</b>	20% of the original battery price applied to the battery replacement

<b>(Optional) Extended 5 year Battery Warranty</b>	
<b>0 to 60 Months</b>	100% battery replacement

<b>(Optional) Extended 5 year Battery Warranty</b>	
<b>0 to 120 Months</b>	100% battery replacement

**All battery warranties subject to site evaluation and/or validation of the system data stored in the Energy Control Module.**



### **Warranty Conditions**

Warranty effective date is from date of delivery of product to customer OR date of completion of installation only if Urban Solar provides installation services.

All systems and components shall be free of defects in materials and workmanship that have an effect on functionality or performance under normal installation and use conditions for industrial/commercial outdoor lighting products.

The limited warranties set forth herein **DO NOT** apply to any solar module or any other system component which has been subjected to negligence in transportation, handling, storage or use, or has been repaired, or in any way tampered with, or which has been subjected to extraordinary salt or chemical exposure, or which has been subjected to improper installation, application, failure to replace batteries in a timely manner, alteration, unauthorized service, flood, fire, direct or indirect lightning strikes, or other acts of nature, or which has been subjected to accidental breakage, or vandalism.

In addition, the limited warranties do not apply to any cosmetic change in appearance stemming from the normal wear and tear over time of product materials. Warranty claims will not apply if the product label, type or serial number of the applicable product has been altered, removed or made illegible.

### **Battery warranty shall be void if:**

1. Batteries are not installed into operational systems and receiving adequate solar charging within 8 months of delivery of product.
2. Systems are installed into locations that do not have adequate sunlight exposure for charging (a minimum of 65% unobstructed sun exposure at all times throughout the year). Urban Solar provides a complementary site inspection service to review the viability of each potential installation location.
3. Systems are not installed/commissioned/tested properly at time of installation per the product manuals and training provided.
4. System/battery install date is not documented or recorded at time of installation.
5. Solar panels are not cleaned regularly (at minimum 1x/year)

### **Additional Warranty Terms**

#### **Solar Panels**

Annual output power degradation <1%. At 25 years output power shall be no less than 75% of initial output power assuming panels are cleaned regularly (panels must be cleaned annually).

#### **LED Luminaires**

10 year performance warranty. Annual degradation in light output < 2%. At 10 years the lumen maintenance shall be > 80% of initial lumen output.



### **System Enclosure/Metalwork**

Subject to the general warranty conditions, the system enclosure and fasteners shall be free of defects in materials and workmanship. Powder coated aluminum parts shall be warranted against defects, peeling, and corrosion for 10 years.

### **Energy Control Module (ECM), Electronics and Wiring**

All electrical components (except for 3rd party cellular connected devices), wiring, fuses, circuit breakers, LED drivers, and charge controllers are warranted for 5 years subject to the general warranty conditions.

### **3rd-Party Cellular-Connected Devices, including SmartLink SL-2-DC Controller**

All 3rd party cellular-connected devices including the SmartLink SL-2-DC controller 1 year limited warranty.

### **Labor and Freight:**

Urban Solar's warranty does not cover labor, installation, on-site support/troubleshooting, etc. Urban Solar may offer these services through a maintenance/services agreement.

Freight for warranted components is covered by Urban Solar's warranty. Urban Solar reserves the right to invoice for shipping if the cause of a component failure is later found to not be covered under the terms of this warranty statement.

# CERTIFICATE OF COMPLIANCE

**Certificate Number** 20170613-E484659  
**Report Reference** E484659-20170531  
**Issue Date** 2017-JUNE-13

**Issued to:** Urban Solar Corp  
5 - 515 Dupplin RD  
Victoria  
BC V8Z 1C2 CANADA

**This is to certify that representative samples of** DISTRIBUTED GENERATION POWER SYSTEMS  
ACCESSORY EQUIPMENT  
See Addendum Page for Models/Product

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

**Standard(s) for Safety:** UL 1741 - Standard for Inverters, Converters, Controllers and Interconnection System Equipment For Use With Distributed Energy Resources  
CSA C22.2 No. 107.1-01 - General Use Power Supplies

**Additional Information:** See the UL Online Certifications Directory at [www.ul.com/database](http://www.ul.com/database) for additional information

Only those products bearing the UL Certification Mark should be considered as being covered by UL's Certification and Follow-Up Service.

Look for the UL Certification Mark on the product.



Bruce Mahrenholz, Director North American Certification Program

UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at <http://ul.com/aboutul/locations/>



# CERTIFICATE OF COMPLIANCE

**Certificate Number** 20170613-E484659  
**Report Reference** E484659-20170531  
**Issue Date** 2017-JUNE-13

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

**Models/Product:**

Distributed Generation Power Systems Accessory Equipment – Load Control Systems.

Series: RMS, RMS-xxx-RAD and SLLS

The models specifically described in the ratings tables below are covered under the series. These models are standalone (off grid) low voltage photovoltaic (PV) systems, they are intended to be complete including main components such as solar panels, charge controls, batteries and load controls. One of the main functions is to provide a energy source for lighting in remote locations such as bus stops.

The mounting method was not evaluated for mechanical load (other than static load).



Bruce Mahrenholz, Director North American Certification Program

UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at <http://ul.com/about/locations/>





## PRODUCT SPECIFICATIONS

Mesa Transit Bench  
Model 52153-121

### I. GENERAL

#### A. REFERENCES

1. American Welding Society – AWS Standard D1. 1-102 & D1 2-08
2. ASCE 7 2010 Minimum Design Loads for Buildings and Other Structures
3. Americans with Disabilities Act of 1990 (ADA)
4. Buy America 49 USC 5323(j)(1) and 49 CFR Part 661

#### A. SUBMITTALS

1. Manufacturer's product brochures and specifications.
2. Manufacturer's top level design drawings. Include elevations and connection details as necessary.
3. Signed and sealed structural engineering design documents for state of installation as necessary.
4. Samples of finish as necessary.
5. Manufacturer's installation instructions.
6. Manufacturer's warranty documentation.
7. Buy America Certification
8. Quality Assurance Certificate of Compliance

#### B. DESIGN

1. Products shall be engineered to meet or exceed all applicable wind, snow, and seismic loads.
2. Products shall be designed and manufactured in full compliance with local building codes.
3. Design shall be modular to ensure consistent fit and reduced kit of parts.
4. Design shall include opportunity for agency branding through choice of color, logo placement or other means.

#### C. QUALITY ASSURANCE

1. Manufacturer shall have a minimum of 10 years' experience in design and fabrication of transit products.
2. Manufacturer shall be a Clark County Approved Fabricator or equivalent certified by a third-party agency to meet or exceed International Accreditation Service (IAS), International Building Code, and American Institute of Steel Construction (AISC) quality fabrication standards.

#### D. WARRANTY

1. Limited Lifetime Structural Warranty.
2. Material finish warranted against defects for a period of one year.
3. Manufacturer shall maintain inventory of replacement parts for ten years after delivery.

#### E. BUY AMERICA

1. As applied to manufactured products, products shall be 100% Buy America compliant and certified by manufacturer to meet 49 USC 5323(j)(1) and 49 CFR Part 661 for manufactured components.

#### F. AMERICANS WITH DISABILITIES ACT (ADA)

1. As designed, products shall be 100% complaint with ADA provisions and related Federal guidelines, and shall

remain compliant if installed per manufacturer instructions.

## II. PRODUCT

### A. MANUFACTURER

1. Bench shall be Model 52153-121 as manufactured by Tolar Manufacturing Company, Inc.

### B. MATERIALS

1. All structural aluminum shall be of alloy 6063-T5 or greater.
2. Components shall be sized to comply with the load requirement for the project and shall not be less than the dimensions shown on specific plans.
3. All aluminum extrusions shall be custom designs.

### C. FABRICATION

1. All holes shall be drilled or punched.
2. Aluminum welding shall conform to AWS Standard D1. 2-08. Electrodes shall conform to AWS/SFA 5.10 Class ER4043.
3. All welding shall be done at Tolar Manufacturing Company, Inc. facility. No on-site welding is performed.
4. All welding must be performed by AWS Certified welders.

### D. SIZES

1. Designed for two (2) seated persons
2. Standard Depth: 14 1/2" nominal
3. Standard Lengths: 4' nominal
4. Standard height: 18" nominal
5. Nominal dimensions based on seat platform size
6. Custom dimensions available to meet aesthetic or other design criteria

### E. SEAT PLATFORM

1. Fabricated of custom aluminum extrusion and standard aluminum shapes
2. Platform surface material is HDPE recycled plastic slats
  - a) Slats are grey color
  - b) Slats mechanically fastened to seat platform supports
3. One (1) aluminum seat delineator arm rest bar mechanically fastened to seat platform surface
4. Fully welded seat platform, including aluminum pipe post supports
5. Tear drop shaped adjustable leveling shoes with holes for anchors
6. All installation hardware

### F. ANCHORS

1. Fasteners shall be stainless steel for bench anchoring to suitable concrete pad.
  - a) Anchors are Hilti Sup-R Stud 1/2" x 3 3/4" or similar
  - b) Four (4) anchors per bench

### G. FINISH

1. Benches are finished in Super Durable powder coating baked enamel finish, with 4-5 mil final thickness.
2. Finish color selected from standard TCI RAL color chart. Custom colors available upon request.
3. Powder coat finish meets ASTM D3359-02 Standard Test Method for Measuring Adhesion by Tape.

4. Powder coat finish meets ASTM D4752-10 Standard Test Method for Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc-Rich Primers by Solvent Rub

### III. EXECUTION

#### A. SHIPPING AND STORAGE

1. Shelters are packaged and crated for delivery in knockdown and unassembled condition.
2. Delivery and unloading requires pallet jack or forklift.
3. To the maximum extent possible, roofs and walls shall be assembled prior to shipping.
4. Store crated shelters in clean, dry, and level area and covered with waterproof, breathable tarpaulin.
5. Do not stack crates.
6. Do not store in direct contact with the sun or rain.

#### B. INSTALLATION

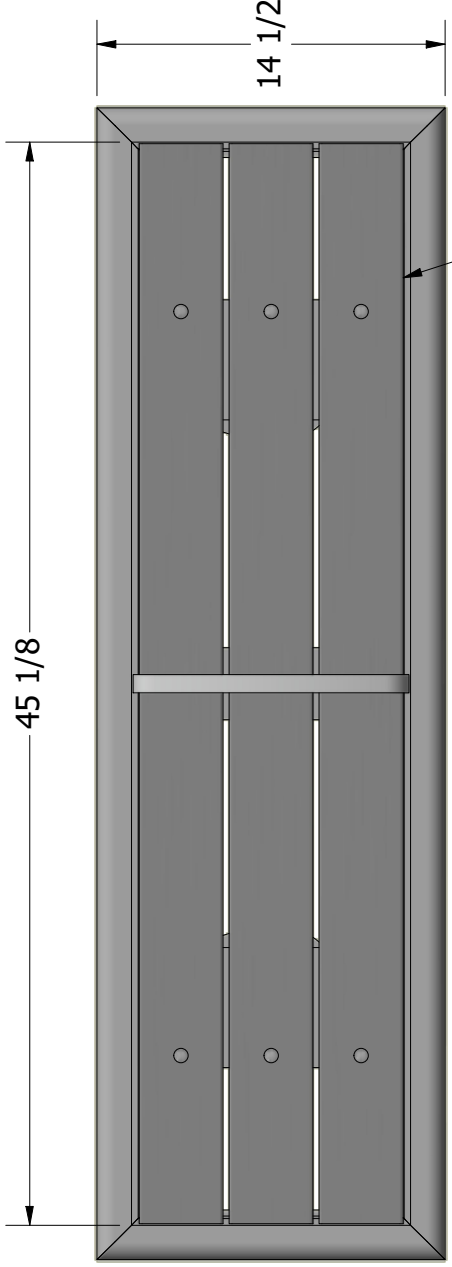
1. Manufacturer provides all necessary installation hardware.
2. Manufacturer provides complete detailed installation instructions.
3. Shelter installation shall be performed by manufacturer certified and qualified local installer.
4. Surface installation requires level concrete pad of appropriate size and thickness as specified by shelter design.

#### C. MAINTENANCE

1. Shelters shall be cleaned routinely with wet sponge or non-abrasive cloth using mild household detergents and rinsed with water. Light power washing may be used to remove dust and dirt from finish surfaces.
2. No solvents are to be used in cleaning of shelters.

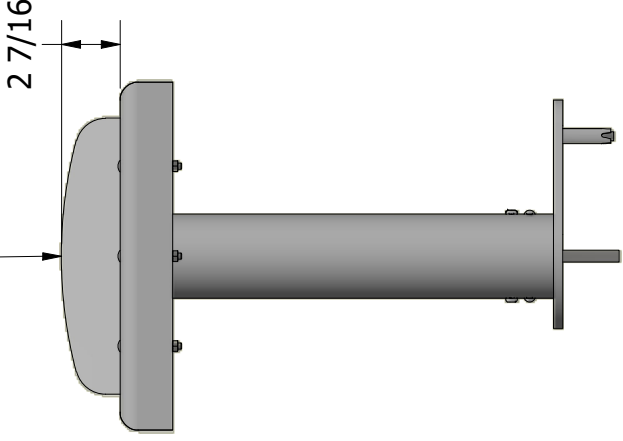
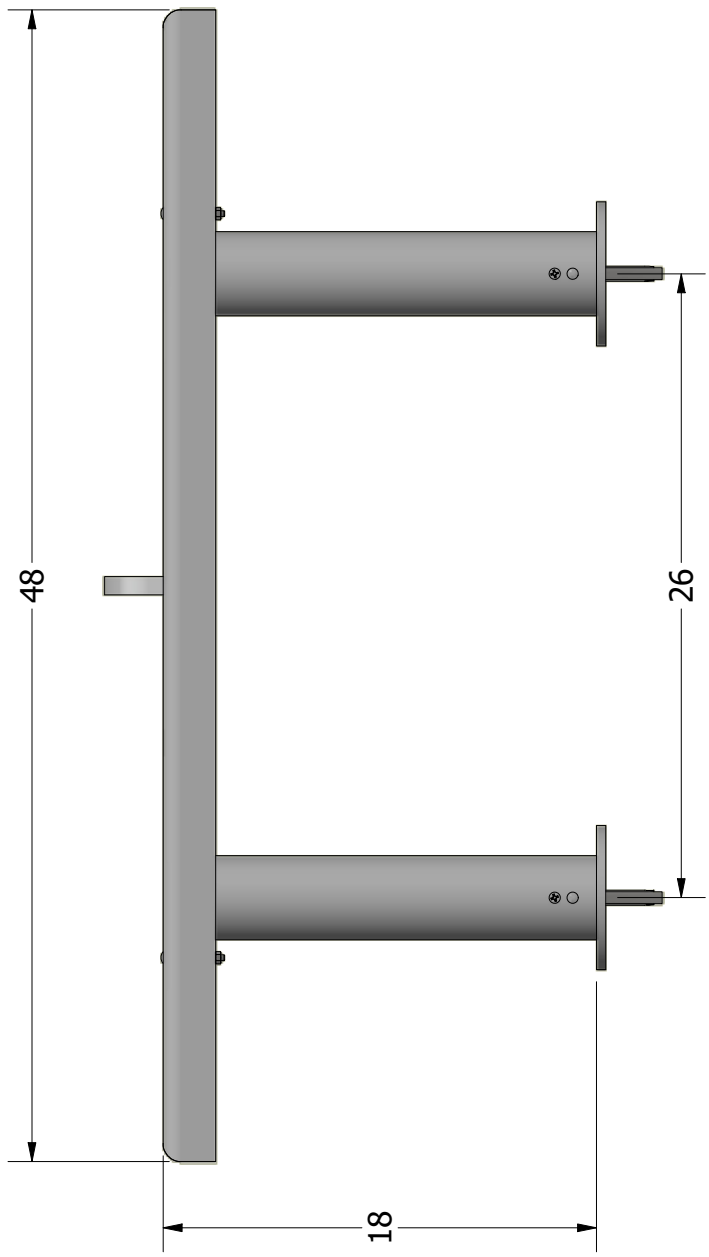
1 2 3 4

CONFIGURATION A	
1	PLANT 1
2	PLANT 2



GRAY PLASTIC SLATS (3)

(1) SEAT DELINEATOR



CONFIGURATION B – ANCHORS	
0	NO ANCHORS
1	1/2" X 3 3/4" SUP-R ANCHORS, ZINC
2	1/2" X 3 3/4" SUP-R ANCHORS, STN STL
3	1/2" X 4 1/4" SUP-R ANCHORS, ZINC
4	1/2" X 4 1/4" SUP-R ANCHORS, STN STL
5	1/2" X 3 3/4" HILTI TZ ANCHORS, ZINC
6	1/2" X 3 3/4" HILTI TZ ANCHORS, STN STL
7	1/2" X 4 1/2" HILTI TZ ANCHORS, ZINC
8	1/2" X 4 1/2" HILTI TZ ANCHORS, STN STL
9	SPECIAL – SPECIFIED ON SALES ORDER

CONFIGURATION C – FINISH	
0	NONE
1	STANDARD POWDER COAT
2	STANDARD POWDER COAT WITH CLEAR COAT
3	PREMIUM POWDER COAT
4	PREMIUM POWDER COAT WITH CLEAR COAT
5	TBD
6	TBD
7	TBD
8	TBD
9	SPECIAL – SPECIFIED ON SALES ORDER

A B

**EXAMPLE: 5 2 1 5 3 - 1 1 1**

DRAWING NUMBERS      CONFIGURATION A      CONFIGURATION B      CONFIGURATION C

<b>Tolar Manufacturing Company, Inc</b> 258 Mariah Circle, Corona CA. 92879	
<b>DESCRIPTION</b> 48" EURO BENCH WITH 1 CENTER V-BAR	
CUSTOMER/VENDOR: GREENVILLE, NC	
SHEET NO. <b>1 OF 1</b>	REV. NO. <b>-</b>
SIZE <b>B</b>	DWG NO. <b>52153-00</b>
STOCK #: <b>ALL ALUMINUM</b>	DRAWN BY: <b>RFairr</b>
DATE <b>8/6/2024</b>	

1 2 3 4

## PRODUCT SPECIFICATIONS

ECOSEAT TRANSIT BENCH  
TOLAR MODEL 33044-02

### I. GENERAL

#### A. REFERENCES

1. American Welding Society – AWS Standard D1.1-102 & D1.2-08
2. ASCE 7 2010 Minimum Design Loads for Buildings and Other Structures
3. Americans with Disabilities Act of 1990 (ADA)
4. Buy America 49 USC 5323(j)(1) and 49 CFR Part 661

#### A. SUBMITTALS

1. Manufacturer's product brochures and specifications.
2. Manufacturer's top-level design drawings. Include elevations and connection details, as necessary.
3. Signed and sealed structural engineering design documents for state of installation, as necessary.
4. Samples of finish, as necessary.
5. Manufacturer's installation instructions.
6. Manufacturer's warranty documentation.
7. Buy America Certification
8. Quality Assurance Certificate of Compliance

#### B. DESIGN

1. Products shall be engineered to meet or exceed all applicable wind, snow, and seismic loads.
2. Products shall be designed and manufactured in full compliance with local building codes.
3. Design shall be modular to ensure consistent fit and reduced kit of parts.
4. Design shall include opportunity for agency branding through choice of color, logo placement or other means.

#### C. QUALITY ASSURANCE

1. Manufacturer shall have a minimum of 10 years' experience in design and fabrication of transit products.
2. Manufacturer shall be a Clark County Approved Fabricator or equivalent certified by a third-party agency to meet or exceed International Accreditation Service (IAS), International Building Code, and American Institute of Steel Construction (AISC) quality fabrication standards.

#### D. WARRANTY

1. Limited Lifetime Structural Warranty.
2. Material finish warranted against defects for a period of one year.
3. Manufacturer shall maintain inventory of replacement parts for ten years after delivery.

#### E. BUY AMERICA

1. As applied to manufactured products, products shall be 100% Buy America compliant and certified by manufacturer to meet 49 USC 5323(j)(1) and 49 CFR Part 661 for manufactured components.

F. AMERICANS WITH DISABILITIES ACT (ADA)

1. As designed, products shall be 100% complaint with ADA provisions and related Federal guidelines, and shall remain compliant if installed per manufacturer instructions.

II. PRODUCT

A. MANUFACTURER

1. Bench shall be as Model 33044-02 as manufactured by Tolar Manufacturing Company, Inc.

B. MATERIALS

1. All structural aluminum shall be of alloy 6063-T5 or greater.
2. Components shall be sized to comply with the load requirement for the project and shall not be less than the dimensions shown on specific plans.
3. All aluminum extrusions shall be custom designs.

C. FABRICATION

1. All holes shall be drilled or punched.
2. Aluminum welding shall conform to AWS Standard D1. 2-08. Electrodes shall conform to AWS/SFA 5.10 Class ER4043.
3. All welding shall be done at Tolar Manufacturing Company, Inc. facility. No on-site welding is performed.
4. All welding must be performed by AWS Certified welders.

D. SIZE

1. Designed for two (2) seated persons.
2. Standard Depth: 15" nominal.
3. Standard Length: 39" nominal.
4. Standard Height: 18" nominal.
5. Nominal dimensions based on outside measurements.
6. Custom dimensions available to meet aesthetic or other design criteria.

E. SEAT PLATFORM

1. Fabricated of custom aluminum extrusion and supported by fully welded angled gussets.
2. Platform surface material is HDPE recycled plastic slats.
  - a) Mechanically fastened to seat platform supports.
  - b) Slat color is Grey.
3. Center post support of 2 1/2" tube with fully welded 1/2" aluminum base plate.
4. Center post support allows for sleeve and mechanical fastening of standard signpost.

F. ANCHORS

1. Fasteners shall be galvanized zinc or stainless steel for bench anchoring to suitable concrete pad.
  - a) Anchors are Hilti Sup-R Stud 1/2" x 3 3/4" or similar as specified by structural calculations.

G. FINISH

1. All metal components finished in Super Durable powder coating baked enamel finish, with 4-5 mil final thickness.
2. Finish color shall be ~~Sherwin-Williams Sparkle Silver (PSZ7-600001)~~ with protective clear coat. **RAL 7001 Silver Grey**
3. Powder coat finish meets ASTM D3359-02 Standard Test Method for Measuring Adhesion by Tape.
4. Powder coat finish meets ASTM D4752-10 Standard Test Method for Measuring MEK Resistance of Ethyl Silicate

(Inorganic) Zinc-Rich Primers by Solvent Rub.

K. INTEGRATED OPTIONS

1. Includes standard 2" x 2" galvanized steel signpost.

III. EXECUTION

A. SHIPPING AND STORAGE

1. Benches are packaged and crated for delivery in knockdown and unassembled condition.
2. Delivery and unloading requires customer supplied pallet jack or forklift.
3. Store benches in clean, dry, and level area and covered with waterproof, breathable tarpaulin.
4. Do not stack crates.
5. Do not store wrapped/packaged products in direct contact with the sun or rain.

B. INSTALLATION

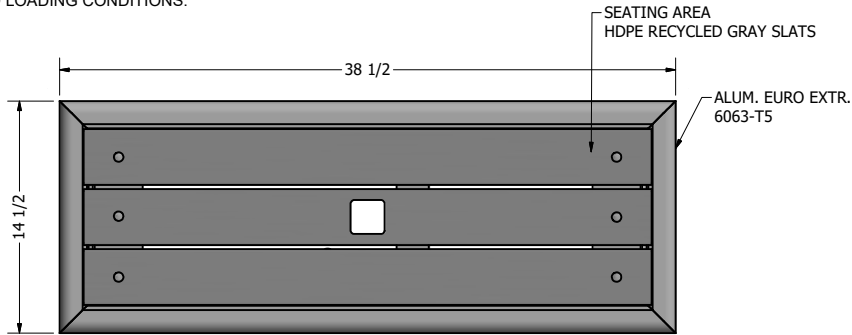
1. Manufacturer provides all necessary installation hardware.
2. Manufacturer provides complete detailed installation instructions.
3. Surface installation requires level concrete pad of appropriate size and thickness.

C. MAINTENANCE

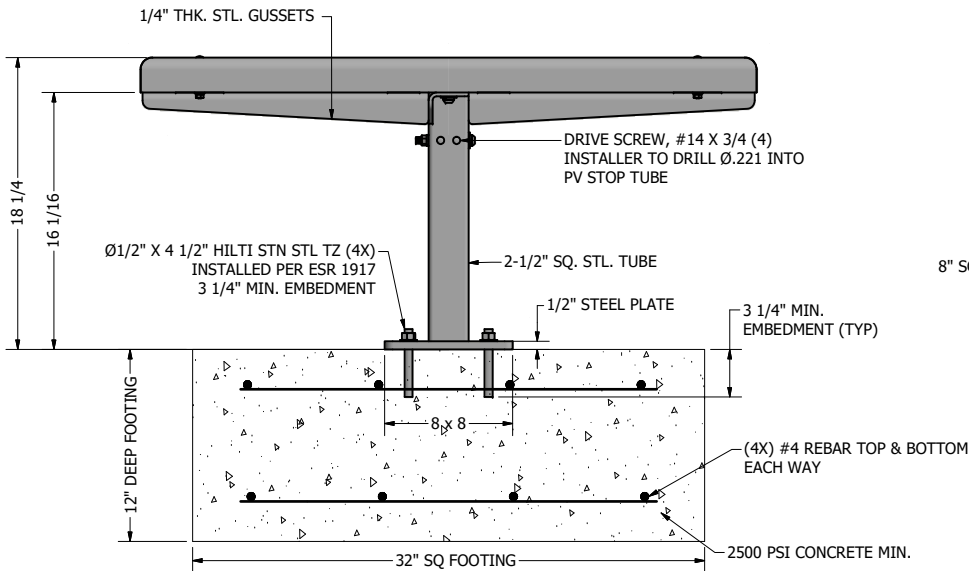
1. Benches shall be cleaned routinely with wet sponge or non-abrasive cloth using mild household detergents and rinsed with water. Light power washing may be used to remove dust and dirt from finish surfaces.
2. No solvents are to be used in cleaning of benches.

GENERAL NOTES:

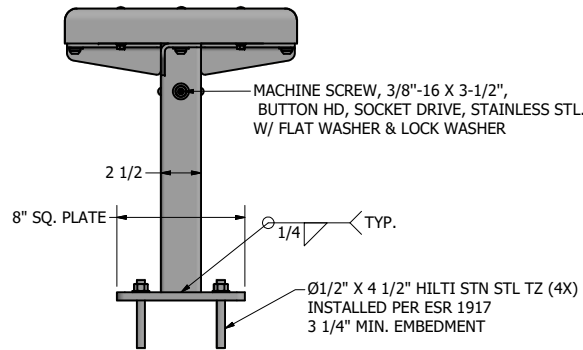
1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL.
8. THE CONCRETE PAD SIZES SHOWN ARE STANDARD MINIMUM REQUIREMENTS AND ARE FOR REFERENCE ONLY. THE PAD MAY NEED TO BE REINFORCED OR ENLARGED DEPENDING ON LOCAL CODES AND LOADING CONDITIONS.



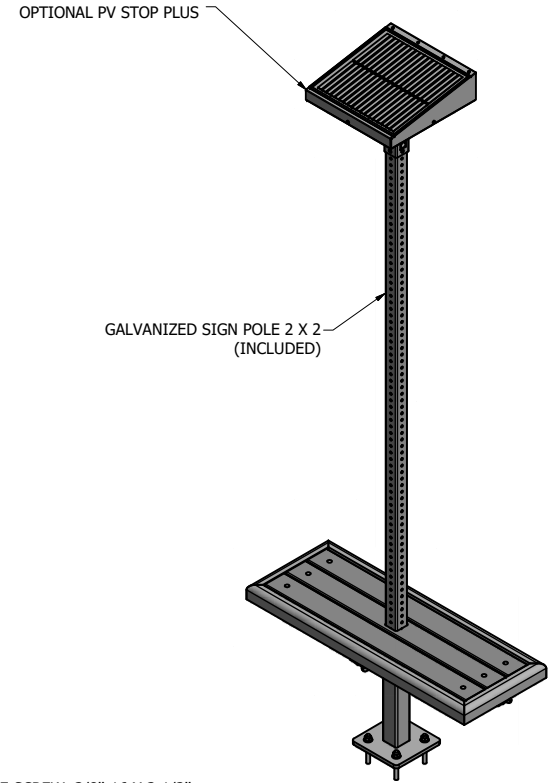
**TOP VIEW**  
SCALE 2"=1'-0"



**FRONT VIEW**  
SCALE 2"=1'-0"



**SIDE VIEW**  
SCALE 2"=1'-0"



**ISOMETRIC VIEW**  
SHOWN WITH POLE  
(POLE SUPPLIED BY OTHERS)  
SCALE 1"=1'-0"

THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.

<b>TOLAR</b>		Tolar Manufacturing Company, Inc 258 Mariah Circle, Corona CA. 92879	
DESCRIPTION		EURO BENCH W/ PERF (UNI MOUNT)	
CUSTOMER/VENDOR		TOLAR STD.	
SIZE	MATL.	DWG NO.	SHEET NO.
C	VARIES	33044-02	1 of 1
STOCK #.	DATE	REV. NO.	-
	8/29/2018	104	RFarr



## PRODUCT SPECIFICATIONS

### 32 GALLON PERFORATED METAL TRASH RECEPTACLE

#### MODEL 52155-121

#### I. GENERAL

##### A. REFERENCES

1. American Welding Society – AWS Standard D1. 1-102 & D1 2-08
2. ASCE 7 2010 Minimum Design Loads for Buildings and Other Structures
3. Americans with Disabilities Act of 1990 (ADA)
4. Buy America 49 USC 5323(j)(1) and 49 CFR Part 661

##### A. SUBMITTALS

1. Manufacturer's product brochures and specifications.
2. Manufacturer's top level design drawings. Include elevations and connection details as necessary.
3. Samples of finish as necessary.
4. Manufacturer's installation instructions.
5. Manufacturer's warranty documentation.
6. Buy America Certification
7. Quality Assurance Certificate of Compliance

##### B. DESIGN

1. Products shall be designed and manufactured in full compliance with local building codes.
2. Design shall be modular to ensure consistent fit and reduced kit of parts.
3. Design shall include opportunity for agency branding through choice of color, logo placement or other means.

##### C. QUALITY ASSURANCE

1. Manufacturer shall have a minimum of 10 years' experience in design and fabrication of transit products.
2. Manufacturer shall be a Clark County Approved Fabricator or equivalent certified by a third party agency to meet or exceed International Accreditation Service (IAS), International Building Code, and American Institute of Steel Construction (AISC) quality fabrication standards.

##### D. WARRANTY

1. Limited Lifetime Structural Warranty.
2. Material finish warranted against defects for a period of one year.
3. Manufacturer shall maintain inventory of replacement parts for ten years after delivery.

##### E. BUY AMERICA

1. As applied to manufactured products, products shall be 100% Buy America compliant and certified by manufacturer to meet 49 USC 5323(j)(1) and 49 CFR Part 661 for manufactured components.

##### F. AMERICANS WITH DISABILITIES ACT (ADA)

1. As designed, products shall be 100% compliant with ADA provisions and related Federal guidelines, and shall remain compliant if installed per manufacturer instructions.

## II. PRODUCT

### A. MANUFACTURER

1. Trash receptacle shall be Model 52155-121as manufactured by Tolar Manufacturing Company, Inc.

### B. FABRICATION

1. All holes shall be drilled or punched.
2. Trash receptacle is a unwelded structure, with no mechanical fasteners (excluding lid attachment).
3. Steel welding shall conform to AWS Standard D1. 1-10. Electrodes shall conform to AWS A5.1 Class E70S-5.
4. All welding shall be done at Tolar Manufacturing Company, Inc. facility. No on-site welding is performed.
5. All welding must be performed by AWS Certified welders.

### C. SIZES

1. Standard diameter: 24 3/4" nominal
2. Standard height: 34 9/16" nominal

### D. MATERIALS

1. Components shall be sized to comply with the load requirement for the project and shall not be less than the dimensions shown on specific plans.
2. All structural steel shall be ASTM A-36, minimum yield strength 36,000 PSI, unless otherwise noted.
  - a) Trash receptacle is formed from a single fully welded assembly.
  - b) Lid shall be constructed of 14 GA steel sheet with 6" square opening.
    - (1) Lid is hinged, welded to body and lid, with lockable tab (lock provided by others) for security.
    - (2) Lid includes welded 6" tall rain bonnet cover.
  - c) Basket shall be constructed of 14 GA perforated steel sheet.
    - (1) Perforated pattern is 1/4" holes, staggered on 3/8" centers.
  - d) Surface mount design with no pedestal base.
  - e) Removable standard hard rubber 32-gallon liner included.

### E. FASTENERS

1. Ground attachment anchors shall be sized to meet load requirements
  - a) Anchors shall be minimum 1/2" diameter by 3 3/4" Hilti Sup-R-Stud stainless steel expansion anchors in conformance with ICC-ESR-1917.
  - b) Minimum 4 anchors per receptacle secured to concrete pad. Anchors shall be installed in each hole in pedestal base.

### F. FINISH

1. Products are finished in Super Durable powder coating baked enamel finish, with 4-5 mil final thickness.
2. Finish color selected from standard TCI RAL color chart. Custom colors available upon request.
3. Powder coat finish meets ASTM D3359-02 Standard Test Method for Measuring Adhesion by Tape.
4. Powder coat finish meets ASTM D4752-10 Standard Test Method for Measuring MEK Resistance of Ethyl Silicate

(Inorganic) Zinc-Rich Primers by Solvent Rub

### III. EXECUTION

#### A. SHIPPING AND STORAGE

1. Products are packaged and crated for delivery in knockdown and unassembled condition.
2. Delivery and unloading requires pallet jack or forklift.
3. Store crated products in clean, dry, and level area and covered with waterproof, breathable tarpaulin.
4. Do not stack crates.
5. Do not store in direct contact with the sun or rain.

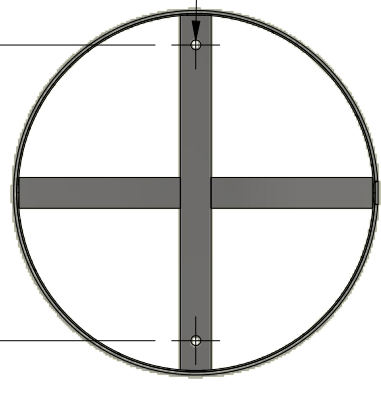
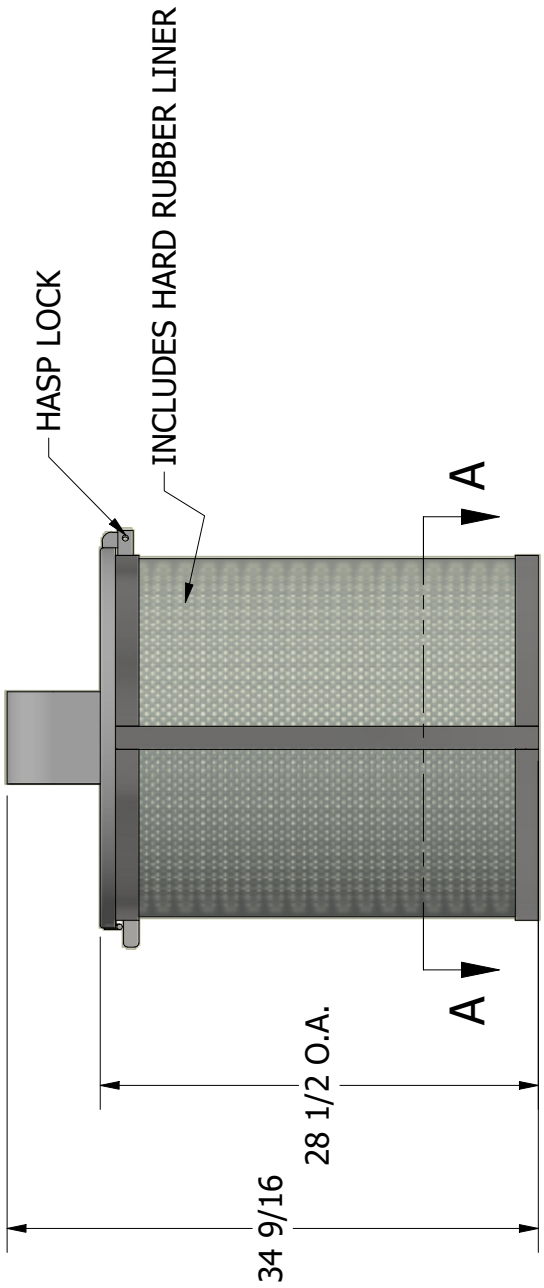
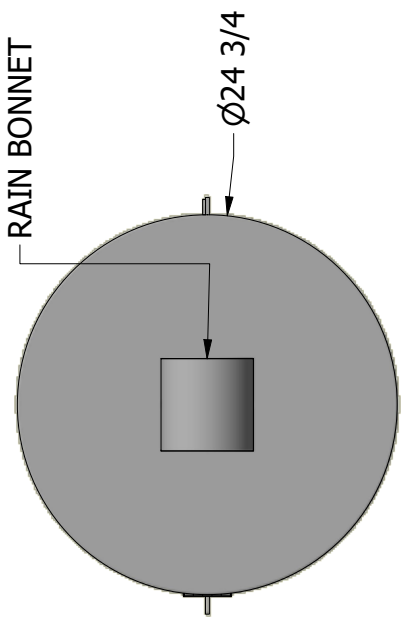
#### B. INSTALLATION

1. Manufacturer provides all necessary installation hardware.
2. Manufacturer provides complete detailed installation instructions.
3. Surface installation requires level concrete pad of appropriate size and thickness as specified by product design.

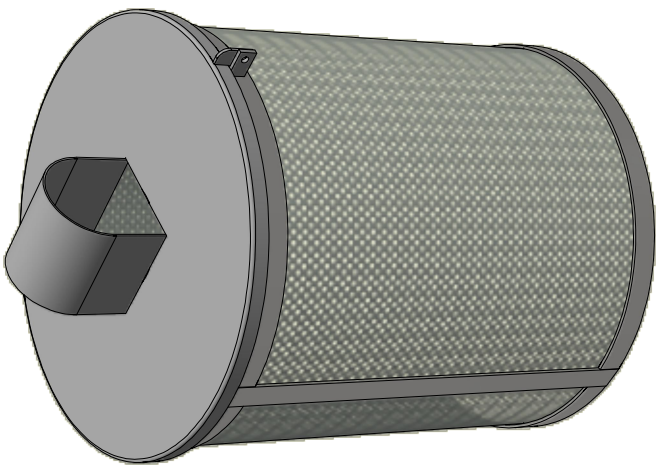
#### C. MAINTENANCE

1. Products shall be cleaned routinely with wet sponge or non-abrasive cloth using mild household detergents and rinsed with water. Light power washing may be used to remove dust and dirt from finish surfaces.
2. No solvents are to be used in cleaning of products.

1 2 3 4

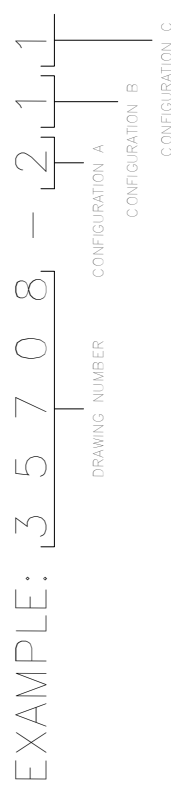


CONFIGURATION A	
1	PLANT 1
2	PLANT 2



CONFIGURATION B - ANCHORS	
0	NO ANCHORS
1	1/2" X 3 3/4" SUP-R ANCHORS, ZINC
2	1/2" X 3 3/4" SUP-R ANCHORS, STN STL
3	1/2" X 4 1/4" SUP-R ANCHORS, ZINC
4	1/2" X 4 1/4" SUP-R ANCHORS, STN STL
5	1/2" X 3 3/4" HILTI TZ ANCHORS, ZINC
6	1/2" X 3 3/4" HILTI TZ ANCHORS, STN STL
7	1/2" X 4 1/2" HILTI TZ ANCHORS, ZINC
8	1/2" X 4 1/2" HILTI TZ ANCHORS, STN STL
9	SPECIAL - SPECIFIED ON SALES ORDER

CONFIGURATION C - FINISH	
0	NONE
1	STANDARD POWDER COAT
2	STANDARD POWDER COAT WITH CLEAR COAT
3	PREMIUM POWDER COAT
4	PREMIUM POWDER COAT WITH CLEAR COAT
5	TBD
6	TBD
7	TBD
8	TBD
9	SPECIAL - SPECIFIED ON SALES ORDER



THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.

<b>Tolar Manufacturing Company, Inc</b> 258 Mariah Circle, Corona CA. 92879	
DESCRIPTION <b>32G. TRASH CAN W/ RAIN BONNET - INCLUDES LINER</b>	
CUSTOMER/VENDOR	TOLAR STANDARD
SIZE	B
MATL.	ALL STL.
DWG NO.	52155-00
REV. NO.	-
SHEET NO.	1 OF 1
STOCK #:	
DATE	9/24/2018
DRAWN BY:	RFair

1 2 3 4

## PRODUCT SPECIFICATIONS

36" Bike Loop  
Model 14814-121

### I. GENERAL

#### A. REFERENCES

1. The Aluminum Association – Aluminum Design Manual 2010
2. American Welding Society – AWS Standard D1. 1-102 & D1 2-08
3. ASCE 7 2010 Minimum Design Loads for Buildings and Other Structures
4. ASTM B 209 Specification for Aluminum and Aluminum Alloy - Sheet and Plate
5. ASTM B221 Specification for Aluminum and Aluminum Alloy – Extruded Bars, Rods, Wire, Profiles, and Tubes
6. Americans with Disabilities Act of 1990 (ADA)
7. Buy America 49 USC 5323(j)(1) and 49 CFR Part 661

#### A. SUBMITTALS

1. Manufacturer's product brochures and specifications.
2. Samples of finish as necessary.
3. Manufacturer's installation instructions.
4. Manufacturer's warranty documentation.
5. Buy America Certification
6. Quality Assurance Certificate of Compliance

#### B. DESIGN

1. Bike loop shall be inverted "U" shape with uniform bend.
2. Bike Loop shall secure a minimum of two (2) bicycles.
3. Bike Loop shall be designed to install on existing concrete sidewalk slab, minimum 4" thickness.

#### C. QUALITY ASSURANCE

1. Manufacturer shall have a minimum of 10 years' experience in design and fabrication of transit passenger amenities.
2. Manufacturer shall be a Clark County Approved Fabricator or equivalent certified by a third-party agency to meet or exceed International Accreditation Service (IAS), International Building Code, and American Institute of Steel Construction (AISC) quality fabrication standards.

#### D. WARRANTY

1. Limited Lifetime Structural Warranty.
2. Material finish warranted against defects for a period of five (5) years.
3. Manufacturer shall maintain inventory of replacement parts for ten years after delivery.

#### E. BUY AMERICA

1. As applied to manufactured products, products shall be 100% Buy America compliant and certified by manufacturer to meet 49 USC 5323(j)(1) and 49 CFR Part 661 for manufactured components.

#### F. AMERICANS WITH DISABILITIES ACT (ADA)

1. As designed, products shall be 100% compliant with ADA provisions and related Federal guidelines, and shall remain compliant if installed per manufacturer instructions.

## II. PRODUCT

### A. MANUFACTURER

1. Product shall be Model 14814-121 as manufactured by Tolar Manufacturing Company, Inc.

### B. MATERIALS

1. Pipe shall be 1.5" Schedule 40 aluminum pipe
  - a) Pipe shall be alloy 6061-T6
2. Shoe plate shall be 3/8" aluminum plate
  - a) Plate shall be alloy 6061-T6
  - b) Plate shall meet ASTM –B-209
3. Components shall be sized to comply with the load requirement for the project, and shall not be less than the dimensions shown on specific plans.

### C. FABRICATION

1. All holes shall be drilled or punched.
2. Aluminum welding shall conform to AWS Standard D1. 2-08.
3. Electrodes shall conform to AWS/SFA 5.10 Class ER4043.
4. All welding shall be done at Tolar Manufacturing Company, Inc. facility. No on-site welding is performed.
5. All welding shall be performed by AWS Certified welders.

### D. DIMENSIONS

1. Height: 36"
2. Width: 18"

### E. FASTENERS/ANCHORS

1. Anchors shall be manufacturer specified and supplied.
2. Anchors shall be stainless steel as specified per local requirements.
3. Ground attachment anchors shall be sized to meet wind load requirements.
  - a) Hilti SUP-R-STUD size ½" by 3 ¾" minimum or equal.

### F. FINISH

1. Products shall be finished in Super Durable powder coating baked enamel finish, with 4-5 mil final thickness.
2. Finish color shall be selected from standard TCI RAL color chart.
3. Super Durable powder coat finish meets ASTM D3359-02 Standard Test Method for Measuring Adhesion by Tape.
4. Super Durable powder coat finish meets ASTM D4752-10 Standard Test Method for Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc-Rich Primers by Solvent Rub

## III. EXECUTION

### A. SHIPPING AND STORAGE

1. Products are packaged and crated for delivery in knockdown and unassembled condition.
2. Delivery and unloading requires pallet jack or forklift.
3. Store crated products in clean, dry, and level area, and cover with waterproof, breathable tarpaulin.
4. Do not stack crates.

B. INSTALLATION

1. Manufacturer provides all necessary installation hardware.
2. Manufacturer provides complete detailed installation instructions.
3. Surface installation requires level concrete pad of appropriate size and thickness.

C. MAINTENANCE

1. Products shall be cleaned routinely with wet sponge or non-abrasive cloth using mild household detergents and rinsed with water. Light power washing may be used to remove dust and dirt from finish surfaces.
2. No solvents are to be used in cleaning.

