

Agenda

Greenville City Council

October 10, 2024 6:00 PM City Hall Council Chambers, 200 West 5th Street

Assistive listening devices are available upon request for meetings held in the Council Chambers. If an interpreter is needed for deaf or hearing impaired citizens, please call 252-329-4422 (voice) or 252-329-4060 (TDD) no later than two business days prior to the meeting.

- I. Call Meeting To Order
- II. Invocation Council Member Marion Blackburn
- III. Pledge of Allegiance
- IV. Roll Call
- V. Approval of Agenda
- VI. Special Recognitions
 - 1. Scott Stanton Police Department Retiree

VII. Public Comment Period

The Public Comment Period is a period reserved for comments by the public. Items that were or are scheduled to be the subject of public hearings conducted at the same meeting or another meeting during the same week shall not be discussed. A total of 30 minutes is allocated with each individual being allowed no more than 3 minutes. Individuals who registered with the City Clerk to speak will speak in the order registered until the allocated 30 minutes expires. If time remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

VIII. Appointments

2. Appointments to Boards and Commissions

IX. New Business

Public Hearings

- 3. Ordinance to annex Davenport Farms at Emerald Park, Phase 9 property involving 4.7966 acres located at the current terminus of Rhinestone Drive
- 4. Resolution Authorizing an Interlocal Agreement with Pitt County and Application to Receive Funds from the Edward Byrne Memorial Justice Assistance Grant Program

Other Items of Business

- 5. Temporary Downpayment Assistance Program for Lincoln Park Phase II
- 6. Contract Award for Bus Stop Shelter Amenities
- 7. Ordinance Amending Chapter 3 of Title 6 of the Greenville City Code Entitled Garbage and Refuse Collection and Disposal
- X. City Manager's Report
- XI. Comments from Mayor and City Council
- XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 10/10/2024

<u>Title of Item:</u> Appointments to Boards and Commissions

Explanation: City Council appointments need to be made to the Human Relations Council,

Pitt-Greenville Airport Authority, Police Community Relations Committee,

Sheppard Memorial Library Board, and the Youth Council.

The City Council updated the Boards and Commission Policy on October 9, 2017 to include a provision for extended vacancies: Nominations for Extended Vacancies "In the event there is a vacancy on a City board or commission which has been on the City Council agenda for appointment by City Council for more than three (3) calendar months in which a regular City Council meeting has been held, then any Council Member may make a nomination to fill the vacancy without regard to any other provision relating to who has the authority to make the nomination. If there is more than one nomination, the appointment shall be conducted in accordance with the procedure for nomination and elections in Robert's Rules of Order." Under this provision, the following seats are open to nominations from the City Council:

• 2 seats on the Youth Council

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Human Relations Council, Pitt-Greenville Airport

Authority, Police Community Relations Committee, Sheppard Memorial Library

Board, and the Youth Council.

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October 2024 Boards and Commissions List.pdf

Appointments to Boards and Commissions

October 2024

Human Relations Council

Council Liaison: Council Member Portia Willis

Name Zykeiah Allen ECU Student	District #	Current Term First Term	Reappointment Status Ineligible	Expiration Date September 2024
Deninisa Allsbrool Shaw Student	k	First Term	Eligible	September 2024

Pitt-Greenville Airport Authority

Council Liaison: Council Member Les Robinson

		Current	Reappointment	Expiration
Name	District #	Term	Status	Date
Cheryl Brown		Second Term	Resigned	June 2028
(Mayor Connelly)				

Police Community Relations Committee

Council Liaison: Council Member Portia Willis

Name Mark Parker (Mayor Pro-Tem I	District # 1 Monica Dan	Current Term First Term iels)	Reappointment Status Resigned	Expiration Date October 2024
Eric Ellison (Council Member	2 Tonya Fore	Unexpired Term man)	Eligible	October 2024
Rosemary Johnson (Council Member		Unexpired Term ckburn)	Eligible	October 2024
Philip Lyon (Mayor PJ Conne	Mayoral lly)	First Term	Eligible	October 2024

Sheppard Memorial Library Board

Council Liaison: Council Member Matt Scully

Name Dorothy Muller	District #	Current Term First Term	Reappointment Status Eligible	Expiration Date October 2024
Patricia Rawls		First Term	Eligible	October 2024

Youth Council

Council Liaison: Council Member Portia Willis

Name Alex Guilford	Current Term Second Term	Reappointment Status Ineligible	Expiration Date September 2024
Carson Fraley	Second Term	Ineligible	September 2024
Michael Brode	Second Term	Ineligible	September 2024
Kaiji Fu	First Term	Ineligible	September 2024
Dakota L Parrott	First Term	Resigned	September 2024
Alanah S Eason	First Term	Resigned	September 2025
(2 open seats)			

Seats that are open to nominations from the City Council are highlighted.

Boards and Commissions Applicants

Name	Board Applied To	Email Address
Ashish T Khanchandani	Human Relations Council	akhanchandani1996@gmail.com
Adrienne L Alford	Human Relations Council	redscarletsweb@gmail.com
Ray Waddell	Human Relations Council	raywadd02@gmail.com
Zakiyah L Thomas	Human Relations Council	zakiyaht52@gmail.com
Duncan A Patrick	Human Relations Council	duncanpatrick50@gmail.com
Josiah E. Ebron-duncan	Human Relations Council	jamontedaroberson@gmail.com
Stephen A Blackburn	Human Relations Council	sablackburn20@gmail.com
Anitra Cook	Human Relations Council	anitracook67@gmail.com
Walter L Grubb lii	Human Relations Council	grubbw@ecu.edu
Asiya Khaatoon	Human Relations Council	khaatoon520@gmail.com
Ashley B Elks	Human Relations Council	ashley.elks1@gmail.com
Donald Rivers	Human Relations Council	donaldrivers@policy-change.com
Ashish T Khanchandani	Pitt-Greenville Airport Authority	akhanchandani1996@gmail.com
Sheila Barnes	Pitt-Greenville Airport Authority	sheilamarie0106@gmail.com
Saundra T Cannon	Pitt-Greenville Airport Authority	s_cannon11@yahoo.com
Anitra Cook	Pitt-Greenville Airport Authority	anitracook67@gmail.com
Walter L Grubb lii	Pitt-Greenville Airport Authority	grubbw@ecu.edu
David Newman	Pitt-Greenville Airport Authority	newmaniac52@gmail.com
John Minges	Pitt-Greenville Airport Authority	john@minges.com
David T Horn	Pitt-Greenville Airport Authority	horn@encalliance.com
James Cox	Pitt-Greenville Airport Authority	jcoxbox13@gmail.com
Chris Davis	Pitt-Greenville Airport Authority	cndavis320@yahoo.com
Stephen A Blackburn	Police Community Relations Committee	sablackburn20@gmail.com
Walter L Grubb lii	Police Community Relations Committee	grubbw@ecu.edu
Asiya Khaatoon	Police Community Relations Committee	khaatoon520@gmail.com
Demond Hairston	Police Community Relations Committee	pastordahairston@gmail.com
Amelia R Sargent	Sheppard Memorial Library Board	sagedsophos@proton.me
Ashish T Khanchandani	Sheppard Memorial Library Board	akhanchandani1996@gmail.com
Anitra Cook	Sheppard Memorial Library Board	anitracook67@gmail.com
David Newman	Sheppard Memorial Library Board	newmaniac52@gmail.com
Asiya Khaatoon	Sheppard Memorial Library Board	khaatoon520@gmail.com
Jessica M Schindhelm	Sheppard Memorial Library Board	jschindh@gmail.com
James Cox	Sheppard Memorial Library Board	jcoxbox13@gmail.com



City of Greenville, North Carolina

Meeting Date: 10/10/2024

Title of Item:

Ordinance to annex Davenport Farms at Emerald Park, Phase 9 property involving 4.7966 acres located at the current terminus of Rhinestone Drive

Explanation:

A. SCHEDULE

1. Advertising date: September 28, 2024

2. City Council public hearing date: October 10, 2024

3. Effective date: October 10, 2024

B. CHARACTERISTICS

Relation to primary city limits: Contiguous
 Relation to recognized industrial area: Outside

Acres: 4.7966
 Voting District: 5

5. Township: Winterville

6. Zoning: R9S (Residential-Single-Family)

7. Existing land use: Vacant

8. Anticipated land use: 18 single-family lots

9. Population estimate:

	Formula	Number of people
Total current:	0	0
Estimated at full development	18 X 2.18	39
Current minority	0	0
Estimated minority at full development	39 X 43.4%	17
Current white	0	0
Estimated white at full development	39 - 17	22

* Source: Census.gov

10. Rural fire tax district: Red Oak11. Greenville fire district: Station 5

12. Present tax value: \$69,90013. Estimated tax value: \$6,300,000

Fiscal Note:

Estimated tax value at full development is \$6,300,000.

Recommendation:	Approve the attached ordinance to annex the Davenport Farms at Emerald Park, Phase 9 property.
ATTACHMENTS	
	nport Farms at Emerald Park_ Phase 9 Annexation.DOC s, Phase 9 Annexation Map.pdf

ORDINANCE NO. 24-AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at 6:00 p.m. on the 10th day of October, 2024, after due notice by publication in <u>The Daily Reflector</u> on the 28th day of September, 2024; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA. DOES ORDAIN:

<u>Section 1</u>. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled "Davenport Farms at Emerald Park, Phase 9", involving 4.7966 acres.

LOCATION: Situate in Winterville Township, Pitt County, North Carolina, located at the current terminus of Rhinestone Drive.

GENERAL DESCRIPTION:

Beginning at point on the northeastern right-of-way of Rhinestone Drive, said point being the westernmost corner of Lot 148, Davenport Farms At Emerald Park, Phase 5, Cluster Development as recorded in Map Book 86, Page 184 of the Pitt County Registry, the True Point of Beginning. Thence from the True Point of Beginning, leaving the lot line of Lot 148 and following the northeastern right-of-way of Rhinestone Drive with a curve to the right having a radius of 120.00' and being subtended by a chord of N 32°03' 53" W – 10.67', thence crossing Rhinestone Drive and following the northern lot line of Lot 221, Davenport Farms at Emerald Park, Phase 5, Cluster Development S 60° 29' 02" W – 165.00' to the westernmost corner of Lot 221, thence along the eastern boundary of Davenport Farms at Emerald Park, Phases 7 and 8 the following calls: N 18° 09' 30" W – 112.39', thence N 00° 17' 48" E – 91.92', thence N 05° 58' 15" E – 218.15', thence N 00° 17' 35" W – 229.87', thence N 05° 44' 07" E – 60.04', thence N 04° 03' 23" E – 110.58' to a point in the southern line of Lot 35, Charleston Village, Section 3 as

recorded in Map Book 66, Page 131, thence N 89° 42' 01" E – 290.75' to the western corner of Lot 31, Fox Chase, Section 2 as recorded in Map Book 35, Page 200, thence S 04° 56' 51" W – 685.90' to the northernmost corner of Lot 148, Davenport Farms at Emerald Park, Phase 5, Cluster Development as recorded in Map Book 86, Page 184, thence S 53° 29' 42" W – 103.42' to the point of beginning, containing 4.7966 Acres and being all of Parcel Number 33365 as filed with the Pitt County Tax Assessor's Office.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G.S. 160A-23, be annexed into Greenville municipal election district five. The City Clerk, City Engineer, representatives of the Board of Elections, and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district five.

<u>Section 3</u>. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

<u>Section 4</u>. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 10th day of October, 2024.

ADOPTED this 10th day of October, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

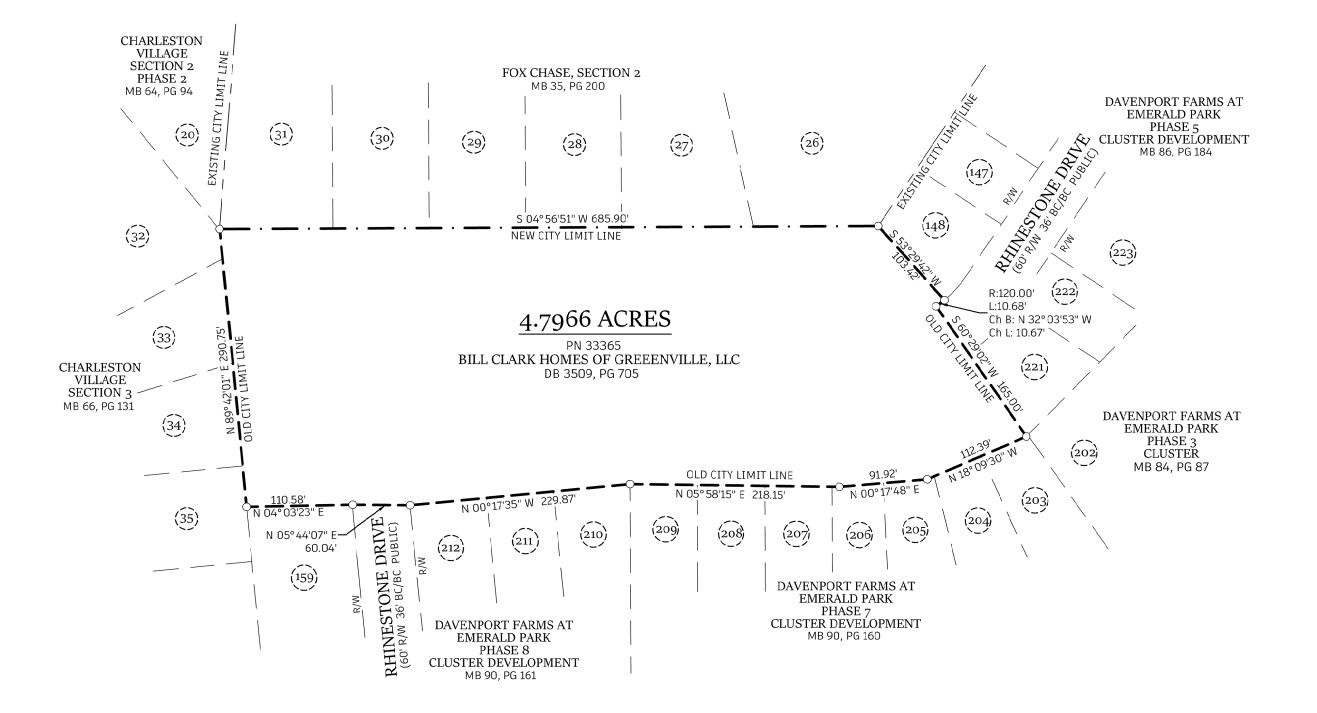
I, ________, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

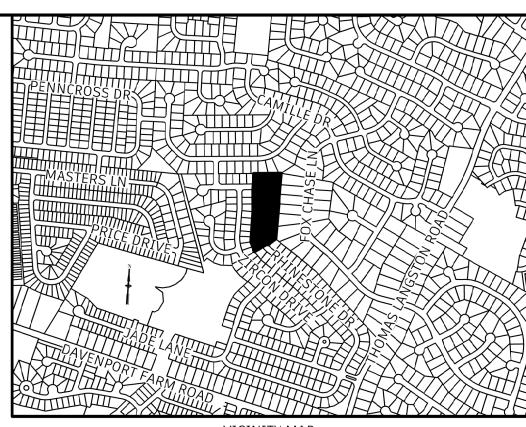
WITNESS my hand and official seal this ______th day of ______, 2024.

My Commission Expires:

1198542



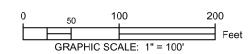




VICINITY MAP SCALE: 1"= 1,000'

THIS MAP IS EXEMPT FROM GS 47-30 REQUIREMENTS PER GS 47-30 (j) WHICH STATES:

"THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED".



REVIEW ONLY

REFERENCE: DEED BOOK 3509, PAGE 705 OF THE PITT COUNTY REGISTRY

DAVENPORT FARMS AT EMERALD PARK, PHASE 9 WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA			
BILL CLARK HOMES OF GREENVILLE, LLC 200 E ARLINGTON BLVD, SUITE A GREENVILLE, NC 27858 (252)355-5805			
A	SURVEYED: DWE/JME	APPROVED: DTB	
STROUD ENGINEERING, P.A. 107-B COMMERCE STREET.	DRAWN: SRS/DTB	DATE: 08/27/24	
GREENVILLE, NC 27858 (252) 756-9352 LICENSE NO C-0647	CHECKED: DTB	SCALE: 1" = 100'	

MAP NO.	MAPS RECORDED	ВООК	PAGE	
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MAP SHOWING AREA ANNEXED BY

THE CITY OF GREENVILLE

DATE

ORDINANCE NO.

4.7966 ACRES

CERTIFICATION

THIS MAP WAS DRAWN UNDER MY SUPERVISION

NOTARY PUBLIC

MY COMMISSION EXPIRES



City of Greenville, North Carolina

Meeting Date: 10/10/2024

<u>Title of Item:</u> Resolution Authorizing an Interlocal Agreement with Pitt County and

Application to Receive Funds from the Edward Byrne Memorial Justice

Assistance Grant Program

Explanation: The Bureau of Justice Assistance (BJA) annually awards agencies grant money

for various needs. The BJA designates grants based on the size of a jurisdiction

and crime rate.

The Greenville Police Department (GPD) has received notification that it is eligible to receive funds from the Edward Byrne Memorial Justice Assistance Grant Program in the amount of \$23,366. If approved, funds can be used to purchase equipment. GPD intends to utilize the funds for less lethal specialized

equipment and to replace some old equipment.

The grant requires a public hearing be held before the final application can be approved and funds distributed. It should be noted that this grant is being jointly awarded to the Pitt County Sheriff's Office; they will also receive \$23,365. An interlocal agreement (attached) has been prepared between the City and County

for distribution of these funds.

Fiscal Note: GPD has the potential to receive grant funding in the amount of \$23,366 with no

City match required.

Recommendation: Staff recommends that City Council (1) hold the required public hearing, (2)

authorize GPD to complete the application process, and (3) approve a resolution authorizing an interlocal agreement with Pitt County for the Edward Byrne

Memorial Justice Assistance Grant.

ATTACHMENTS

■ 1198288 - ResolutionCOG-Pitt CountyInterlocal Agreement2024 Byrne Justice Assistance
(JAG) Program Award - 1 - COG.DOCX
COG-Pitt County Interlocal Agreement for 2024 Byrne Justice Assistance JAG
Program Award.pdf

RESOLUTION NO	
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RESOLUTION OF THE GREENVILLE CITY COUNCIL TO AUTHORIZE AND APPROVE AN INTERLOCAL AGREEMENT WITH THE COUNTY OF PITT ENTITLED: 2024 BYRNE JUSTIC ASSISTANCE GRANT (JAG) PROGRAM AWARD

WHEREAS, Chapter 160A, Article 20, Part 1 of the North Carolina General Statutes authorizes the City of Greenville and the County of Pitt to enter into contracts or agreements with each other in order to execute any undertaking including any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and

WHEREAS, the City and the County of Pitt desire to enter into that certain Interlocal Agreement for designated allocation between the Parties of the 2024 Byrne Justice Assistance Grant (JAG) Program Award Funds; and

WHEREAS, a copy of said Interlocal Agreement is incorporated herein by reference; and

WHEREAS, N.C.G.S. § 160A-461 provides that an interlocal agreement shall be ratified by resolution of the governing body of each unit spread upon its minutes;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the Interlocal Agreement by and between the City of Greenville and the County of Pitt entitled 2024 Byrne Justice Assistance Grant (JAG) Program Award be and is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute the same on behalf of the City.

ADOPTED this the	day of	, 2024.	
		P. J. Connelly, Mayor	
ATTEST:			
Valerie Shiuwegar, City Clerk			

1198288

STATE OF NORTH CAROLINA COUNTY OF PITT

INTERLOCAL AGREEMENT

2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Interlocal Agreement regarding the 2024 Byrne Justice Assistance Grant (JAG) Program Award ("Agreement") is made and entered into this the _____day of _____, 2024 by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina (the "City"), and the County of Pitt, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina (the "County") (collectively the "Parties" and individually "Party").

WITNESSETH:

WHEREAS, this Agreement is made under the authority of N.C.G.S. §§ 153A-14, 160A-461, and 160A-464;

WHEREAS, the governing body of each Party in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that Party;

WHEREAS, the governing body of each Party has been advised of the grant and without objection or request for further hearing concurs with the declaration in the advisement that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing Party for the services or functions under this Agreement;

WHEREAS, under the 2024 Byrne Justice Assistance Grant (JAG) Program, the City and the County are eligible to receive grant funds ("JAG Program Grant Funds") in the total amount of Forty-Six Thousand Seven Hundred Thirty-One Dollars (\$46,731.00); and

WHEREAS, the Parties, believing it to be in their best interests to reallocate the JAG Program Grant Funds, enter into this Agreement concerning disbursement of funding from the JAG grant appropriations;

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations set forth below and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

The City agrees to disburse to the County the total amount of Twenty-Three Thousand Three Hundred Sixty-Five Dollars (\$23,365.00) as the County's allocation of the JAG Program Grant Funds.

SECTION 2.

The County agrees to use the Twenty-Three Thousand Three Hundred Sixty-Five Dollars (\$23,365.00), which represents its allocated JAG Program Grant Funds, for law enforcement purposes as required by the grant. The County acknowledges such grant funds shall expire in 2027.

SECTION 3.

Nothing in the performance of this Agreement shall impose any liability for claims against the County other than claims for which liability which may be imposed by the North Carolina State Tort Claims Act.

SECTION 4.

Nothing in the performance of this Agreement shall impose any liability for claims arising out of the JAG Program Grant Funds received, the purposes and uses of such grant funds or the personnel involved in the use, disbursement, or authority to perform those duties and programs contemplated to be performed with such grant funds.

SECTION 5.

Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may be imposed, assessed or adjudged by the provision of the services contemplated under this Agreement by the other Party.

SECTION 6.

The Parties to this Agreement do not intend for any third party to obtain any rights by virtue of this Agreement.

SECTION 7.

By entering into this Agreement, the Parties do not intend to create any obligations expressed or implied other than those set out herein; and this Agreement shall not create any rights in any party not a signatory hereto.

SECTION 8.

All notices, approvals, consents, requests, or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given when deposited in the mail, first-class postage prepaid, and addressed to the respective parties as follows or to such other addresses as either party shall subsequently designate by notice given in accordance with this section:

For the City: For the County:

City Manager
City of Greenville
Post Office Box 7207
Greenville, North Carolina 27835
County Manager
Pitt County
1717 West Fifth Street
Greenville, North Carolina 27834

SECTION 9.

This Agreement constitutes the entire understanding of the Parties and shall be binding upon the successors and assigns of the Parties. The Parties will make and execute all further instruments and

documents required to carry out the purposes and intent of this Agreement.

SECTION 10.

This Agreement shall not be modified or otherwise amended except in writing signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, in duplicate originals, as of the day and year first above written, all pursuant to authority duly granted.

	CITY OF GREENVILLE
	By: P. J. Connelly, Mayor
ATTEST:	
Valerie P. Shiuwegar, City Clerk	
	COUNTY OF PITT
	By: Mark C. Smith, Chairman
ATTEST:	
Kimberly W. Hines, Clerk to the Board	

BY:	
Emanuel D. McGirt, City Attorney	
CITY OF GREENVILLE: PRE-AUDIT CERTIFICATION	:
This instrument has been pre-audited in the manner required by Fiscal Control Act.	the Local Government Budget and
	Date:
Jacob Joyner, Director of Financial Services	
Account Number:	
Project Code (if applicable):	
APPROVED AS TO FORM:	
BY: R. Matthew Gibson, Pitt County Attorney	
PITT COUNTY: PRE-AUDIT CERTIFICATION:	
This instrument has been pre-audited in the manner required by Fiscal Control Act.	the Local Government Budget and
	Date:
Sam Croom, Deputy County Manager/Chief Financial Officer	
Account Number:	
Project Code (if applicable):	

APPROVED AS TO FORM:



City of Greenville, North Carolina

Meeting Date: 10/10/2024

Title of Item:

Temporary Downpayment Assistance Program for Lincoln Park Phase II

Explanation:

The North Carolina Housing Finance Agency (NCHFA) Community Partners Loan Pool (CPLP), which provides 25% of a home's sales price with a cap of \$50,000, has reached its maximum funding capacity for its 2024 cycle. Due to budget constraints, the NCHFA cannot accept additional funding reservations for CPLP this year. The next funding cycle will begin in 2025.

To address this temporary funding gap, the City is proposing a temporary downpayment assistance program specifically for the recently approved sale of the six (6) newly constructed properties in Lincoln Park Phase II. This initiative aims to prevent undue financial hardship for households that could be negatively impacted by increased loan amounts.

The proposed temporary downpayment assistance program will assist low-to moderate-income, first-time homebuyers in purchasing homes within Lincoln Park Phase II.

Key details of the program include:

- A no-interest, forgivable loan for eligible buyers
- Buyers must be first-time homebuyers
- Homes must be located in Lincoln Park Phase II and fall under HUD's annually set maximum sales price
- Buyers must meet credit, employment, loan-to-value, and income-to-debt standards set by the City and the mortgage lender
- The home must be occupied as the buyer's primary residence
- The buyer's total family income must not exceed 80% of the area median income

This temporary downpayment assistance program will remain in effect until CPLP funds become available in early 2025, if not sooner, or until all six (6) newly constructed properties in Lincoln Park Phase II are sold, whichever comes first. It is designed to ensure a smooth purchasing process for potential buyers by replacing the \$50,000 typically offered through CPLP within the \$105,000 downpayment assistance package, preventing any delays or disruptions for homebuyers looking to acquire these properties.

Fiscal Note:

The City will cover the gap in funding created by the funds not available at this

time through the North Carolina Housing Finance Agency - Community Partners Loan Pool. This will equate to an amount of up to \$50,000 per eligible applicant, and up to \$300,000 total for the six (6) newly constructed properties in Lincoln Park Phase II.

Recommendation:

Staff recommends that City Council approve for City staff to implement a temporary downpayment assistance program to fill a funding gap by offering temporary downpayment assistance of up to \$50,000 to potential buyers for the six (6) newly constructed homes in Lincoln Park Phase II.



City of Greenville, North Carolina

Meeting Date: 10/10/2024

Title of Item:

Contract Award for Bus Stop Shelter Amenities

Explanation:

The City received a grant through the American Rescue Plan Act (ARPA) funds to replace bus stop shelter amenities throughout the city and the current bus routes. The City advertised a supplies and materials request for proposals (RFP) for bus stop shelter amenities on August 19, 2024, with a proposal opening date of September 17, 2024.

On September 17, 2024, staff received one (1) proposal in response to the request for proposal. Tolar Manufacturing Company, Inc. was the sole responsible and responsive proposal. Evaluation criteria for the proposals included qualifications of the firm, bus stop shelter and street furniture design, qualifications of staff, and price schedule.

The scope of work will include, but is not limited to, providing bus stop shelters, benches, litter receptacles, solar lighting, and other associated amenities and products.

The contract will begin upon issuance of a Notice to Proceed. Due to fabrication, placement of shelters, construction of concrete pads, and other lead times associated with this project, this project is estimated to begin and be completed over a three-year period.

Fiscal Note:

The City will enter a contract with Tolar Manufacturing Company, Inc. for \$650,000 for the fabrication and delivery of bus stop shelter amenities. Funding for this contract is provided through the grant received and utilizing ARPA funds.

Recommendation:

City Council award a supplies and materials contract to Tolar Manufacturing Company, Inc. for \$650,000.

ATTACHMENTS

	Contract for Bus Stop Shelter Amenities - Tolar.pdf
	PROPOSED NEW BUS STOP SHELTERS AND EXISTING SHELTERS LOCATIONS -
M	IAP.pdf

Vendor Number: 12420

Munis Contract #



Find yourself in good company

AGREEMENT FOR CONSULTANT/CONTRACTOR FOR SUPPLIES AND MATERIALS

Bus Stop Shelter Amenities

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, hereinafter referred to as the "City," who has a primary address located at 200 W. Fifth Street, Greenville, NC 27858 and Tolar Manufacturing Company, Inc. a corporation, organized and existing under the laws of the State of California, hereinafter referred to as the "Consultant/Contractor," whose primary offices are located at 258 Mariah Circle, Corona, CA 92879.

GENERAL RECITALS

WHEREAS, the City desires the assistance of a Consultant/Contractor in the performance of the acquisition of certain supplies and materials; and

WHEREAS, the Consultant/Contractor has exhibited evidence of experience, ability, competence, and reputation to fabricate and deliver the requested supplies and materials; and

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

WHEREAS, Consultant/Contractor has confirmed with North Carolina Secretary of State and affirms to City it is exempt from obtaining a North Carolina Certificate of Authority under the "Solicitating or Procuring Orders" exception.

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 supplies and materials for bus stop shelter amenities, as designated by the Buildings & Grounds Superintendent, or designee, within the Public Works Department and defined in the Request for Proposals ("RFP") #24-25-05 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 fabrication and delivery of bus stop shelters and street furniture, 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.
- 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 on June 30, 2027.

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.

<u>ARTICLE IV – COMPENSATION AND PAYMENTS</u>

IV.A. FEES AND COSTS

As compensation for the Consultant/Contractor services as outlined in ARTICLE I – Bus Stop Shelter Amenities, a lump sum payment not to exceed:

\$650,000.00 (Six Hundred, Fifty Thousand, and 00/100), including sales tax.

Payment shall be based upon the completed job and final acceptance from the City. 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.

All invoices shall be directed to: Building Facilities Coordinator, Public Works Department, 1500 Beatty Street, Greenville, NC 27834 or emailed to 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. <u>TERMINATION</u>

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 written notice to provision only, the City shall provide Contractor/Consultant regarding the condition(s) 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. <u>CONSULTANT/CONTRACTOR'S RESPONSIBILITY</u>

- 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. <u>INDEMNIFICATION, INSURANCE AND WARRANTIES</u>

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

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 thirty (30) 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.

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 City 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:**

Tolar Manufacturing Company, Inc. 258 Mariah Circle Corona, CA 92879 Attn: Scott Williams

V.G. <u>ADDITIONAL PROVISIONS</u>

V.G.1. <u>TIME IS OF THE ESSENCE</u>

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 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, 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 Exhibit C to this Agreement and 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. <u>E-VERIFY</u>

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. <u>ASSIGNMENT</u>

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. <u>AMENDMENTS AND WAIVER</u>

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 Agreement this 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 nonappropriation: 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 PEFORMANCE 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 MANAGER'S 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]

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

		BY:	SIGNATURE
			TITLE
			DATE
APPRO	OVED AS TO FORM:		
BY: _			
(City Attorney or Designee (Designee mo	eans Ass	istant City Attorney)
	UDIT CERTIFICATION:		
PRE-AU			
This ins	trument has been pre-audited in the mann control Act.	er requir	ed by the Local Government Budget and
This instrict C	-		·

[Vendor Signature Page Follows]

Vendor Number: 12420 Munis Contract #

SIGNATURE OF VENDOR

TOLAR MANUFACTURING COMPANY, INC.

FULL NAME OF VENDOR

(e.g., Limited Liability Company, Organization, Individual Doing Business Under a Firm Name)

VENI	OOR:	
BY:	SIGNATURE	
	TITLE	
	DATE	

Tolar Manufacturing Company, Inc.

Vendor Number: 12420 Munis Contract #

Exhibit A: City's Solicitation

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: Questions regarding the specifications:

Wanda House Michael Turner

Financial Services Manager Building Facilities Coordinator Telephone: 252-329-4862 Telephone: 252-329-4921

Fax: 252-329-4464 Fax: 252-329-4844

Email: whouse@greenvillenc.gov
Email: 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 <u>City of Greenville Public Works Department Bus Stop Shelter Amenities Proposal</u> 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 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

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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.
- 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
- 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

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- 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 that 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 to verify that your firm's status is active and with no exclusions prior to award of this contract.

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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.
- Proving 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.

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- 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:

Section:	Weight in Evaluation
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 $8\frac{1}{2} \times 11$ size pages.

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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 <u>GENERAL SPECIFICATIONS</u> (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.

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- 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.

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- 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 onsite installation and easy parts replacement in the event of street incidents. All detail shop drawings, details of materials, fabrication, assembly and framing details, erection

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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 Cresent shelter
 - Shelter shall be a Signature Cresent 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.

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3.18 Large Signature Cresent shelter

- Shelter shall be a Signature Cresent 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 Cresent Shelter	28
2	52152-00	Silver Grey	Large Signature Cresent 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 1st and ending the last day of June. A sample of the contract is included as Attachment "A".

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- 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 10th 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.

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 US.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.

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- 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. <u>Workers' Compensation Insurance:</u> 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

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

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- 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 Statues 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: <u>mturner@greenvillenc.gov</u>

6.0 <u>DAMAGE TO CONTRACTORS' PROPERTY:</u>

- 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.

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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
- 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.

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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.

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- (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

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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.

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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) <u>Disabilities</u> 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

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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

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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.

<u>Disputes</u> - 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 be the decision.

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

<u>Claims for Damages</u> - 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 of damage.

<u>Remedies</u> - 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.

<u>Rights and Remedies</u> - 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.

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(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.

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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 Contactor 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

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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:

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- 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.

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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. \S 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.]

statement of its certification	, certifies or affirms the truthfulness and accuracy of each on and disclosure, if any. In addition, the Contractor understands and of 31 U.S.C. A 3801, et seq., apply to this certification and
	Signature of Contractor's Authorized Official
	Name and Title of Contractor's Authorized Official
	Date

Include completed form with submitted proposal

COG DOC #1196952

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	1	1	
Name and Title of Contractor's Authorized Official:				
Include completed form with submitted propo-	sal			

COG DOC #1196952

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. and the applicable regulations in 49 CFR part 661.	S.C. 5323(j)(1),
Company:	_
Name:	-
Title:	_
Printed Name:	_
Signature:	
Date:	_
Certificate of Noncompliance with Buy America Steel or Manufactured Products. The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), and the applicable regulations in 49 C.F.R. 661.7.	U.S.C. 5323(j),
Company:	-
Name:	
Title:	
Printed Name:	
Signature:	
Date:	

Include completed form with submitted proposal

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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

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Contractor Data Form

Company Name:		
Address:		
Phone Number:	Mobile Phone Number:	
Company Owner:	Company Owner Phone Number:	
Authorized Company Repres	entative submitting bid:	
Title:		
Phone Number of Authorized	Representative:	
Email:		
Attach additional sheet or con		

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 Cresent Shelter	\$	28	\$
2	52152-00	Silver Grey	Large Signature Cresent 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

COG DOC #1196952

STATE OF NORTH CAROLINA CITY OF GREENVILLE	AFFIDAVIT

I, (the individual attesting below)	, being duly authorized by and on behalf of
(the entity bidding on project	t hereinafter "Employer") after first being duly
sworn hereby swears or affirms as follows:	
1. Employer understands that <u>E-Verify</u> 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 <u>Employers Must Use E-Verify</u> . 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. <u>Employer</u> 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	
Signature of Affiant	
Print or Type Name:	
State of City of	 _⋧
Signed and sworn to (or affirmed) before me, this the	Affix Official/No
Day of, 20	ficia
My Commission Expires:	IN _o

Notary Public

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Sample of City of Greenville Contract

COG DOC #1196952 33

Vendor Number:



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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.

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Vendor:		ATTACHMENT "A"
Vendor Number:	Munis Contract #	

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.

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Vendor:		ATTACHMENT "A"
Vendor Number:	Munis Contract #	

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.

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Vendor:		ATTACHMENT "A"
Vendor Number:	Munis Contract #	

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.

<u>ARTICLE IV – COMPENSATION AND PAYMENTS</u>

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.

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Vendor:		ATTACHMENT "A"
Vendor Number:	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

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. <u>TERMINATION</u>

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 provide written notice provision only, the City shall Contractor/Consultant condition(s) regarding the 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.

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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. <u>CONSULTANT/CONTRACTOR'S RESPONSIBILITY</u>

- 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

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Vendor:		ATTACHMENT "A"
Vendor Number:	Munis Contract #	

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. <u>INDEMNIFICATION, INSURANCE AND WARRANTIES</u>

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.

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Vendor: ATTACHMENT "A"

Vendor Number: Munis Contract #

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. <u>Workers' Compensation Insurance:</u> 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

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Vendor:		ATTACHMENT "A"
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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:

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- (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. <u>CORRECTION OF WORK</u>

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.

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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: Consultant/Contractor:

City of Greenville
P.O. Box 7207
Address 1
Greenville, NC 27835
Address 2

Attn: Building and Grounds Superintendent 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

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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. <u>IRAN DIVESTMENT ACT CERTIFICATION</u>

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. <u>ASSIGNMENT</u>

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

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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. <u>AMENDMENTS AND WAIVER</u>

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. <u>AUTHORITY TO CONTRACT</u>

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.

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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.
- 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.

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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. termination is in addition to the City's rights to terminate 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 obligation to provide Work affected by such 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

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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.

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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 <u>DISCHARGE OF MECHANICS AND MATERIALMEN'S LIEN</u>

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 PEFORMANCE 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]

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Vendor:	ATTACHMENT "A"
Vendor Number:	Munis Contract #
written below and the undersigned hereby in its entirety, understand it and agree to	parties hereto have set their hands and seals on the dates warrants and certifies that they have read the Agreement be bound by all the terms and conditions stated herein. e authorized to enter into this Agreement and to execute the said parties.
SIGN	NATURE OF CITY
	CITY OF GREENVILLE:
	BY:
	SIGNATURE
	TITLE
	DATE
APPROVED AS TO FORM:	
BY:	
City Attorney or Designee (Designee)	gnee means Assistant City Attorney)
PRE-AUDIT CERTIFICATION:	
This instrument has been pre-audited in the Fiscal Control Act.	ne manner required by the Local Government Budget and
BY:	DATE:
Jacob Joyner, Director of Financia	1 Services
ACCOUNT NUMBER ???????	
DDOIECT CODE (IE ADDI ICARI E)	
PROJECT CODE (IF APPLICABLE)	,

[Vendor Signature Page Follows]

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Title of Contract

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Vendor:		ATTACHMENT "A'
Vendor Number:	Munis Contract #	

SIGNATURE OF VENDOR

FULL NAME O	OF VENDOR
(e.g., Limited Liability Company, Organization, I	ndividual Doing Business Under a Firm Name
VENI	OOR:
V 21 V2	
BY:	
	SIGNATURE
	TITLE
	DATE

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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 Nondiscrimination 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.

COG DOC #1196952

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).

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Technical Specifications and Drawings

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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 <u>"Pantone to RAL Converter."</u>



Bright Red Orange

Traffic Orange

Pastel Orange

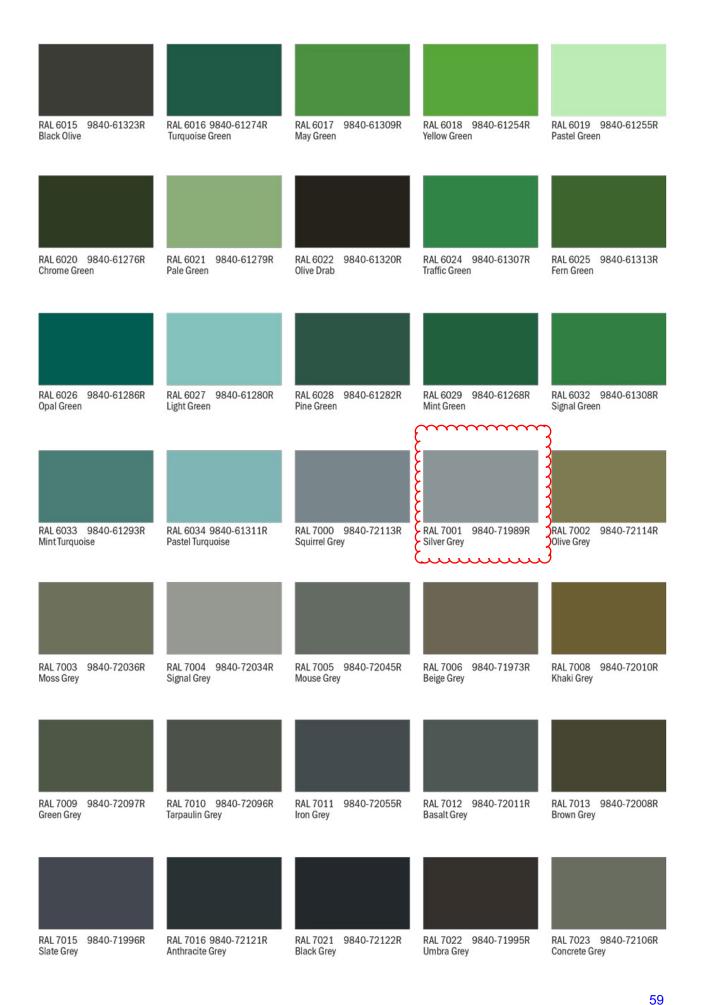
Pure Orange

95

Signal Orange





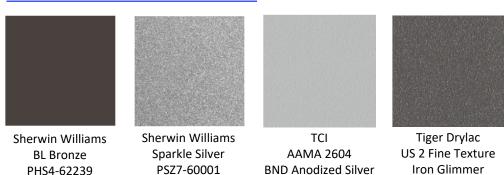






ADDITIONAL POWDER COAT COLORS:

PHS4-62239



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

BND Anodized Silver

10211-02558-BX55

Iron Glimmer

49/70787

2604 INDEX

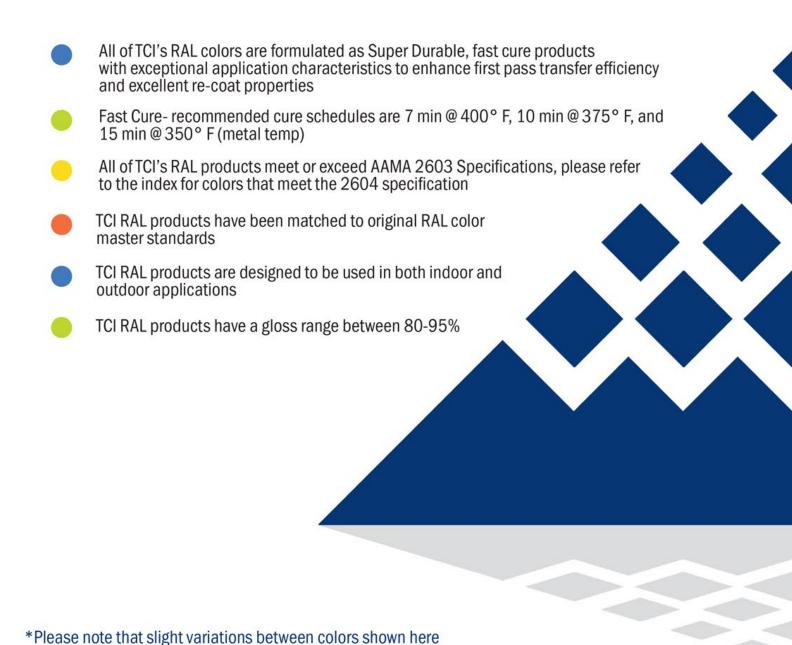
RAL Colors That Meet 2604 Specification

RAL	Product Code	RAL Name
Number	0040 440045	
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
		A I
		Aluminum
9011 9017	9840-91747R 9840-91743R	Graphite Black Traffic Black

RAL COLOR DECK NOTES

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

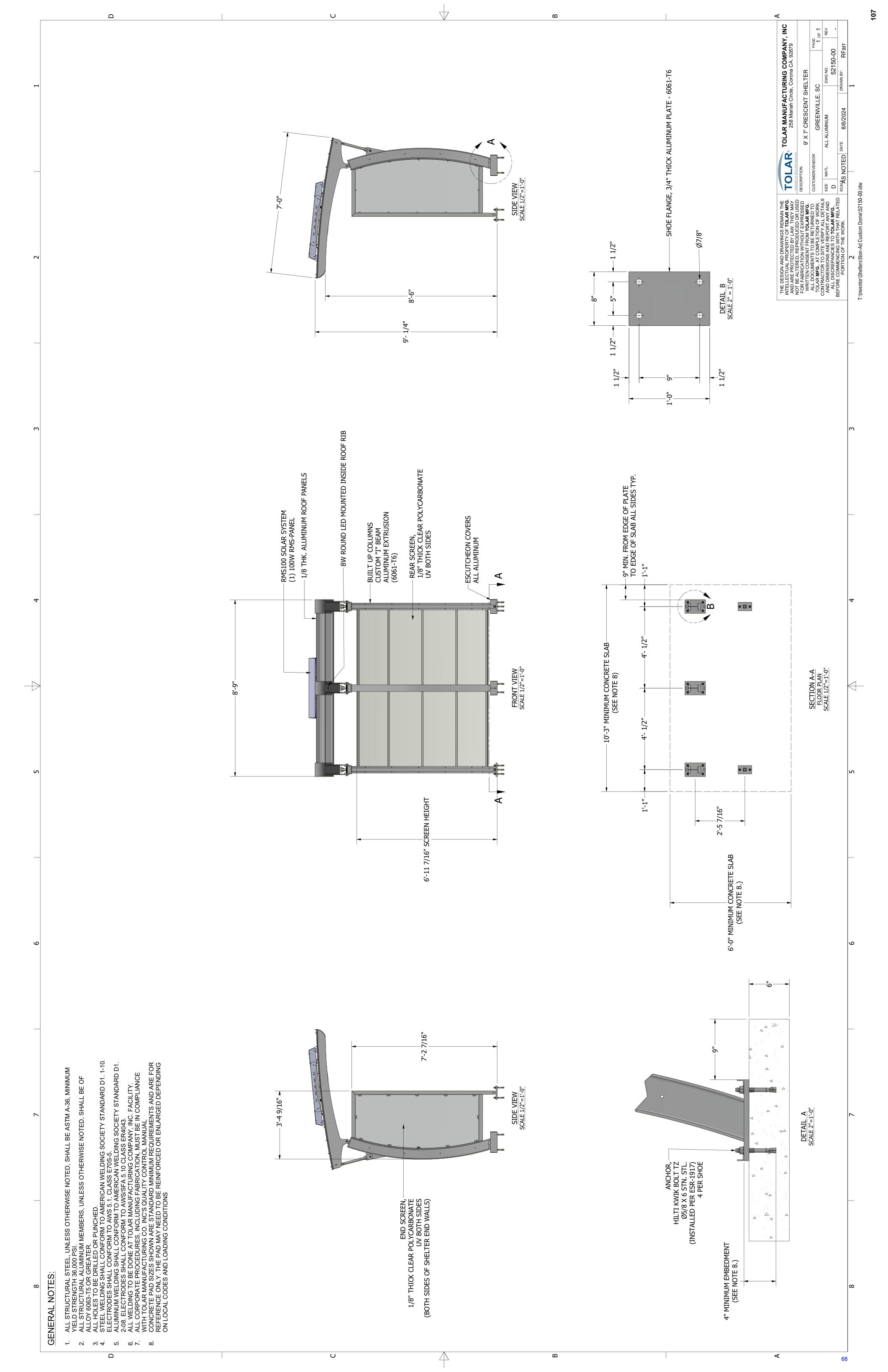
- 1. Shelters are packaged and crated for delivery in knockdown and unassembled condition.
- 2. Delivery and unloading requires pallet jack or forklift.
- 3. Store crated shelters in clean, dry, and level area and covered with waterproof, breathable tarpaulin.
- 4. Do not stack crates.
- 5. Do not store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

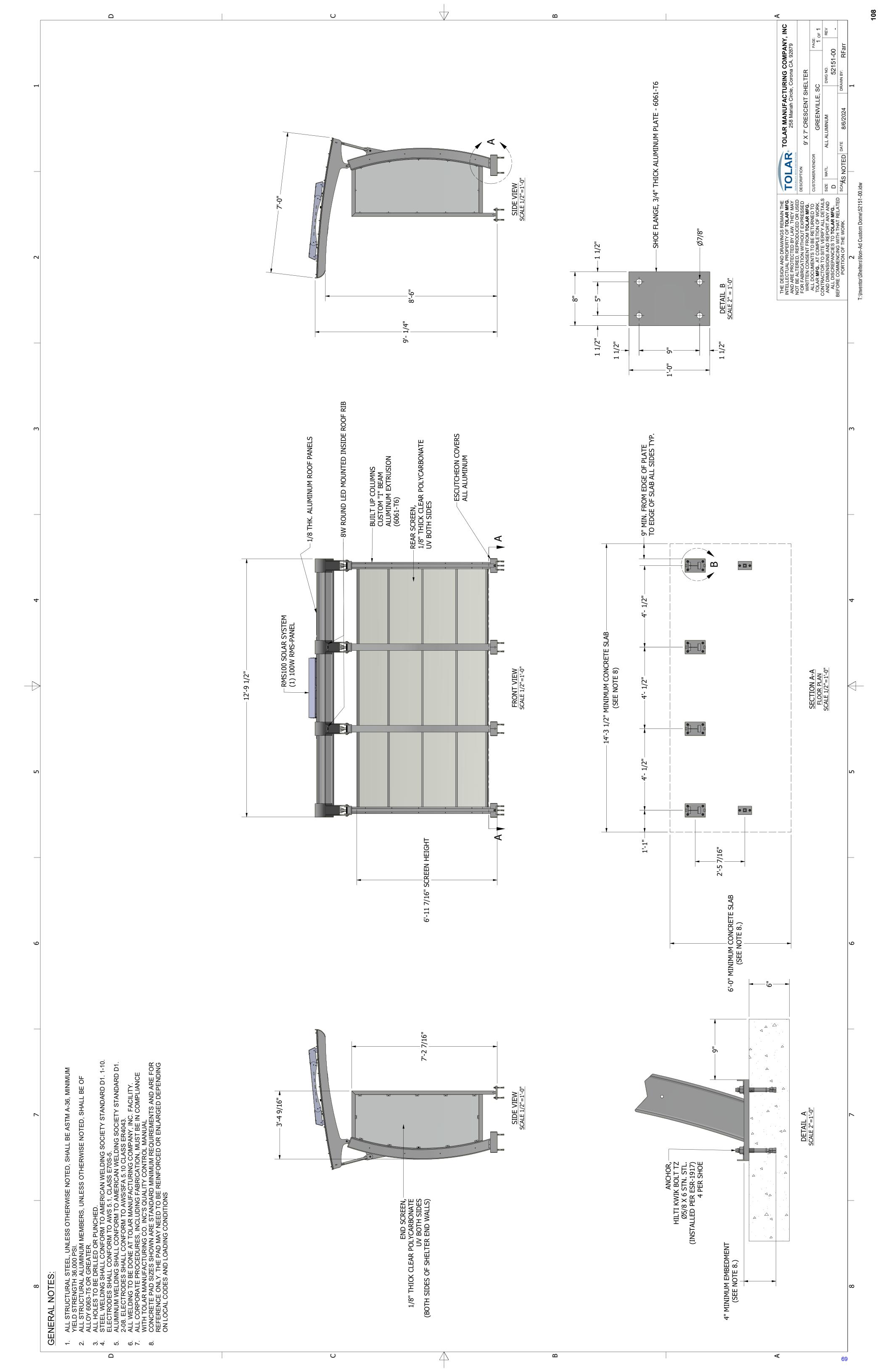
B. INSTALLATION

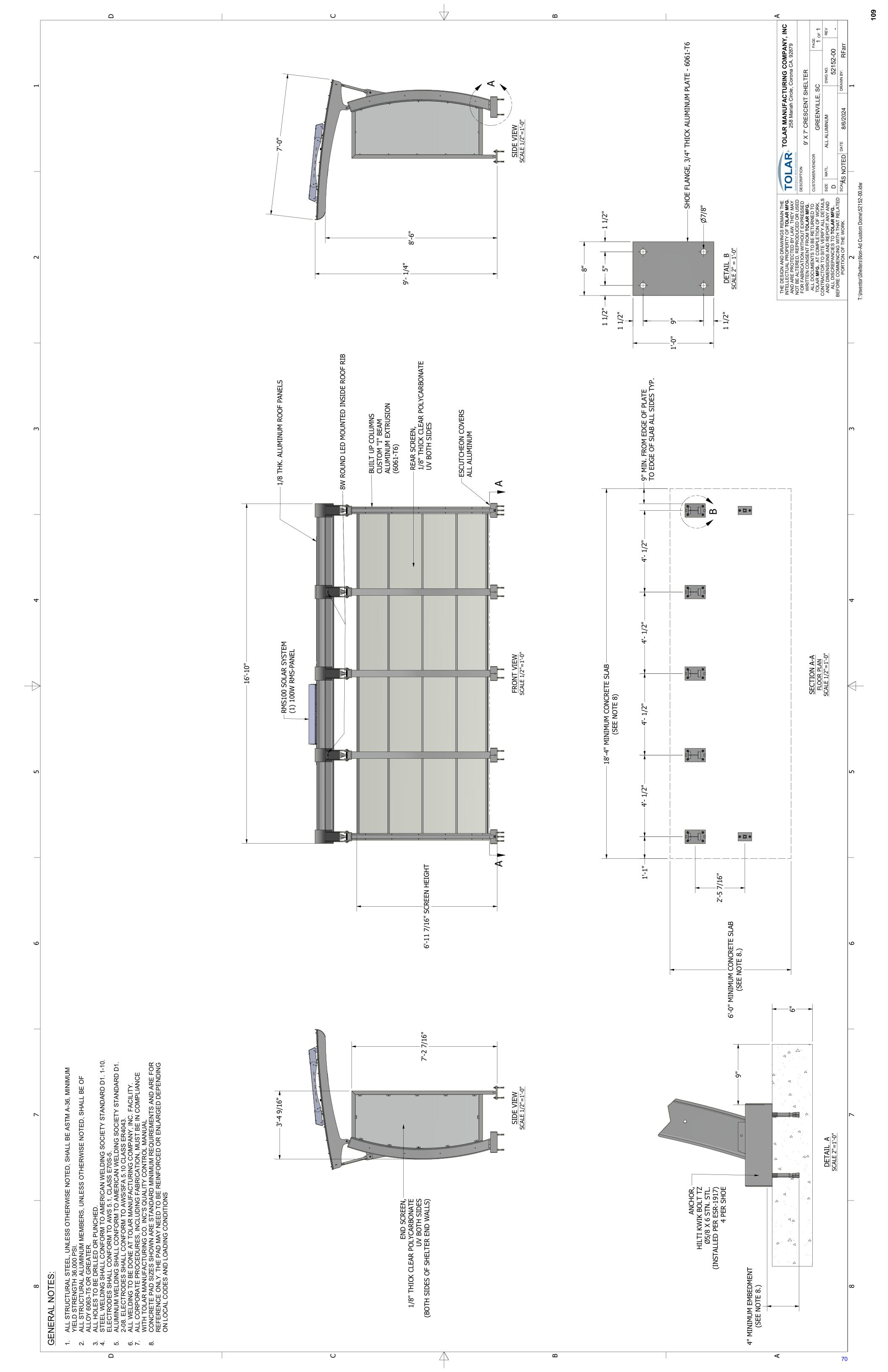
- 1. Manufacturer provides all necessary installation hardware.
- 2. Manufacturer provides complete detailed installation instructions.
- 3. Shelter installation shall be performed by manufacturer certified and qualified local installer.
- 4. Surface installation requires level concrete pad of appropriate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







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

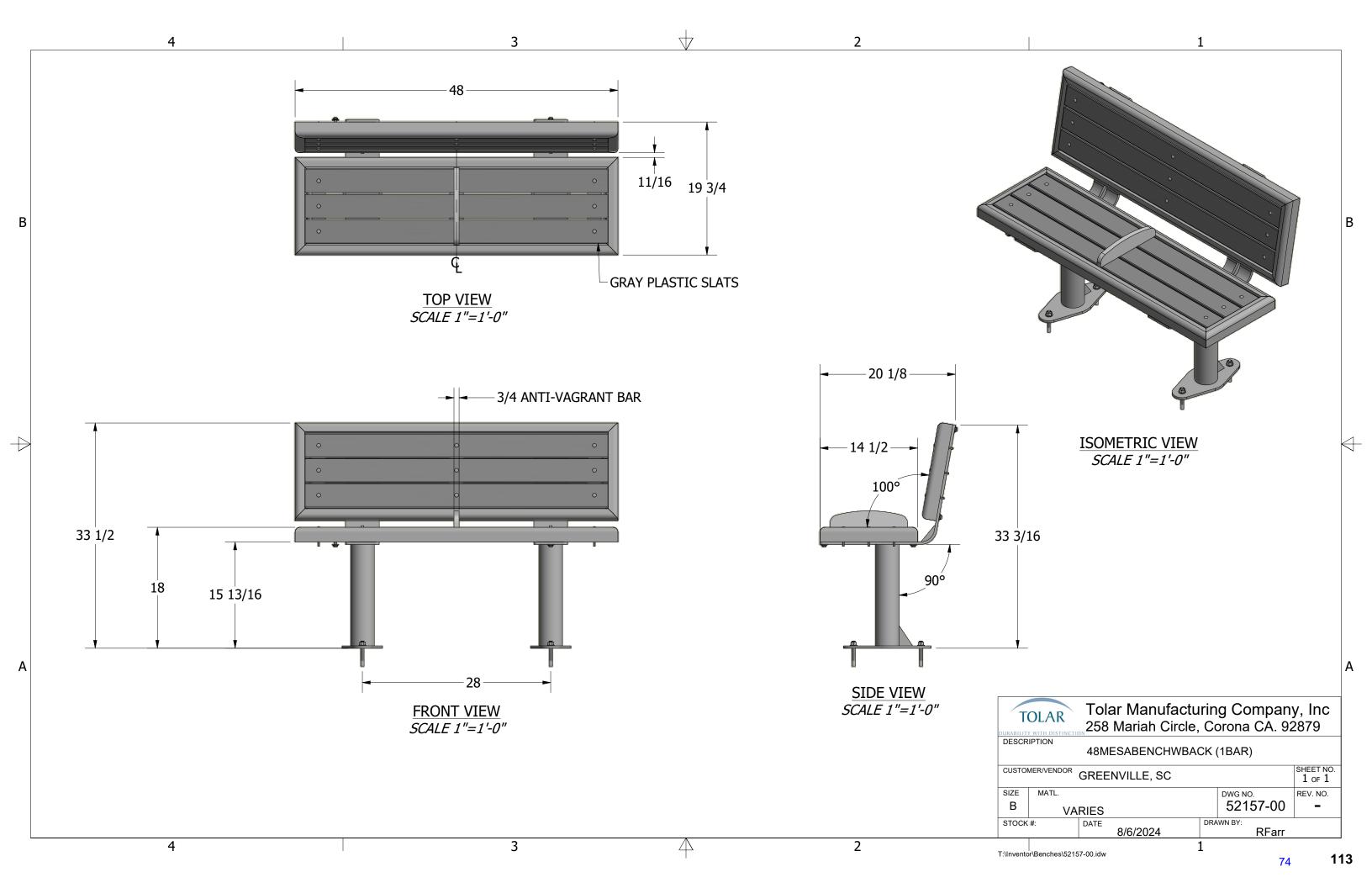
- 1. Shelters are packaged and crated for delivery ion knockdown and unassembled condition.
- 2. Delivery and unloading requires pallet jack or forklift.
- 3. To the maximum extent possible, roofs and walls shall be assembled prior to shipping.
- 4. Store crated shelters in clean, dry, and level area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

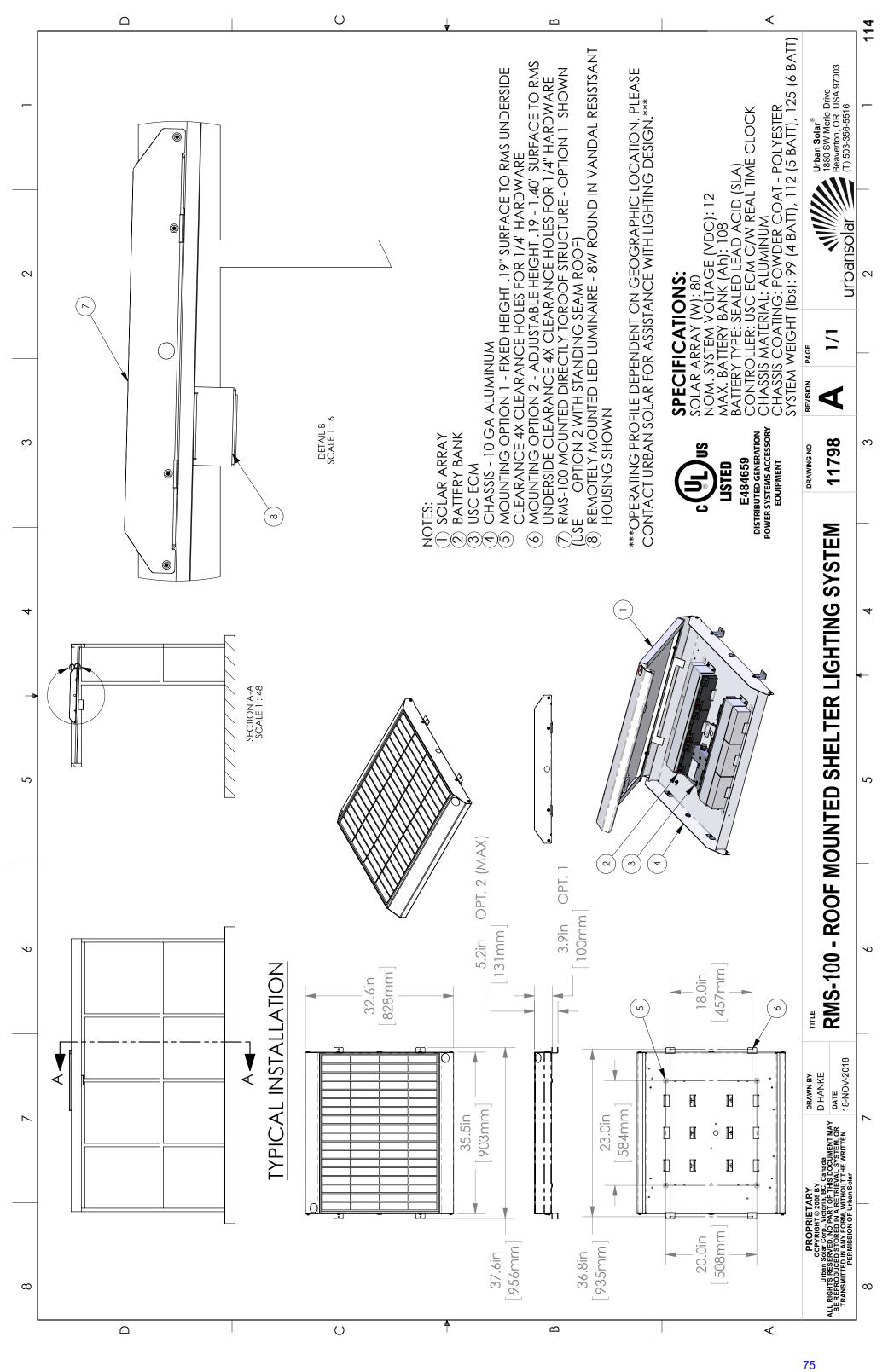
B. INSTALLATION

- 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.





PV-Shelter **RMSxx**



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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.

A DANGER

HAZARD OF BURNS, EXPLOSION, FALLING OR FALLING EQUIPMENT

- Apply appropriate personal protective equipment (PPE) and follow all local worplace safety regulations.
- This equipment must only be installed by a qualified person.
- Remove all jewelry before working with or near batteries.
- Do not short circuit batteries.
- Do not alter factory wiring.
- Do not smoke while installing or servicing this product.
- Secure all tools from falling while working overhead.
- Install batteries only after securing this to product in its intended location.
- Replace all covers, doors, or access panels after installing or servicing this product.

Failure to follow these instructions will result in death or serious injury.

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 \sim 30 minutes after sunset (civil twilight).

RMSxx Components

All of the required wiring harnesses and hardware are included.

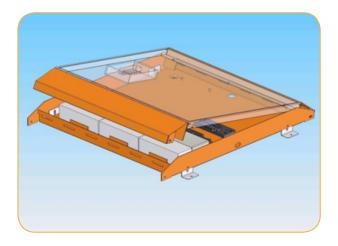


figure 1. Power module with batteries, ECM, and solar module

Installation

A DANGER

HAZARD OF BURNS, EXPLOSION, FALLING OR **FALLING EQUIPMENT**

- Apply appropriate personal protective equipment (PPE) and follow all local worplace safety regulations.
- This equipment must only be installed by a qualified person.
- Remove all jewelry before working with or near batteries.
- Do not short circuit batteries.
- Do not alter factory wiring.
- Do not smoke while installing or servicing this product.
- Secure all tools from falling while working overhead.
- Install batteries only after securing this to product in its intended location.
- Replace all covers, doors, or access panels after installing or servicing this product.

Failure to follow these instructions will result in death or serious injury.

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.

urbansolar

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

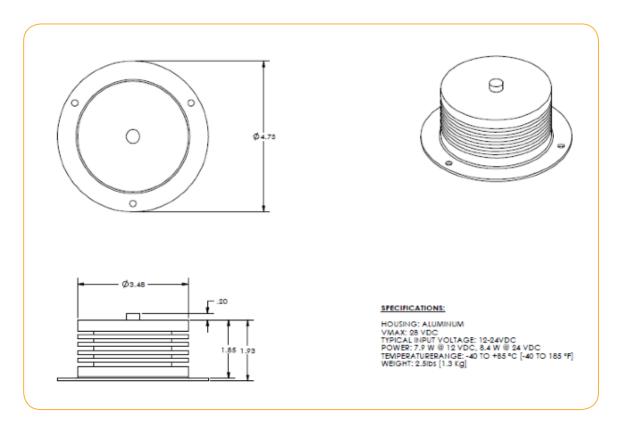


figure 8.



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.

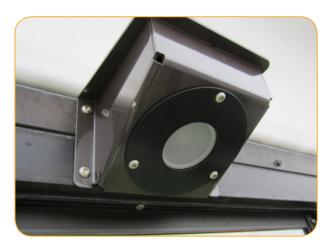


figure 10. Mounting Option 1. Angle Bracket mounted on cross beam above bench.

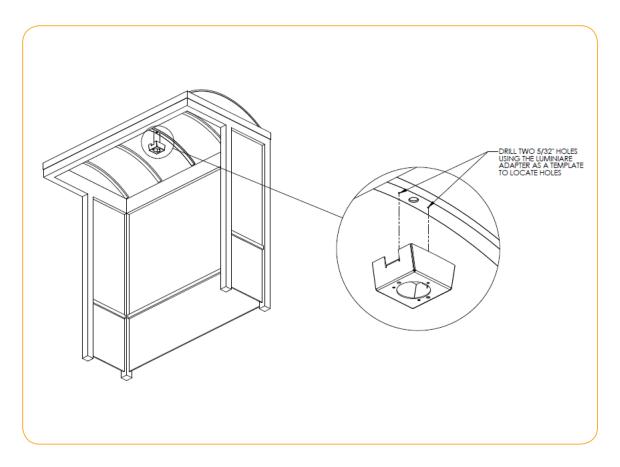


figure 11. Mounting Option 2. Ceiling Mount Bracket with cut out for roof rib. Also available as flush mount.

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RMS50 Wiring Schematic

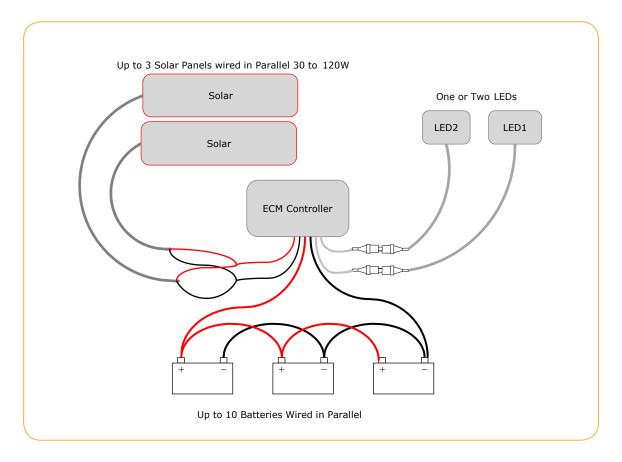


figure 12. Schematic shows typical wiring for the RMS50 with three batteries and two luminaires.

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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.)



Swipe a magnet here to activate self-test feature

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):

- 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:
- If the battery voltage is <11.0Volts contact Urban Solar Corp for assistance.
- 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.
- 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.
- 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.
- 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

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



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:

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

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

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

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

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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.

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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 warrantied 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.

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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 DISTRIBUTED GENERATION POWER SYSTEMS

representative samples of 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 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).

Bamely

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/



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

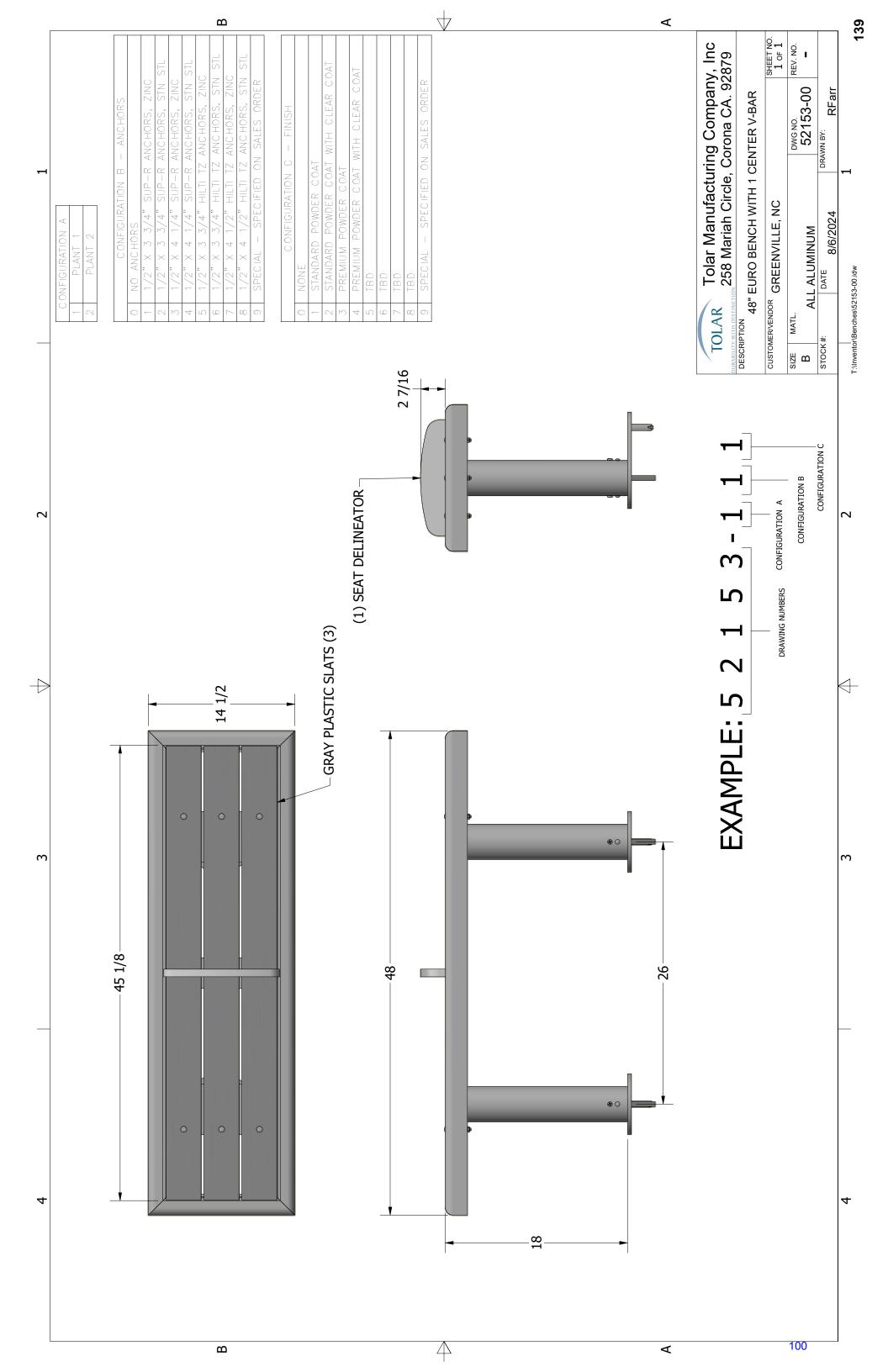
- 1. Shelters are packaged and crated for delivery ion knockdown and unassembled condition.
- 2. Delivery and unloading requires pallet jack or forklift.
- 3. To the maximum extent possible, roofs and walls shall be assembled prior to shipping.
- 4. Store crated shelters in clean, dry, and level area 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.



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

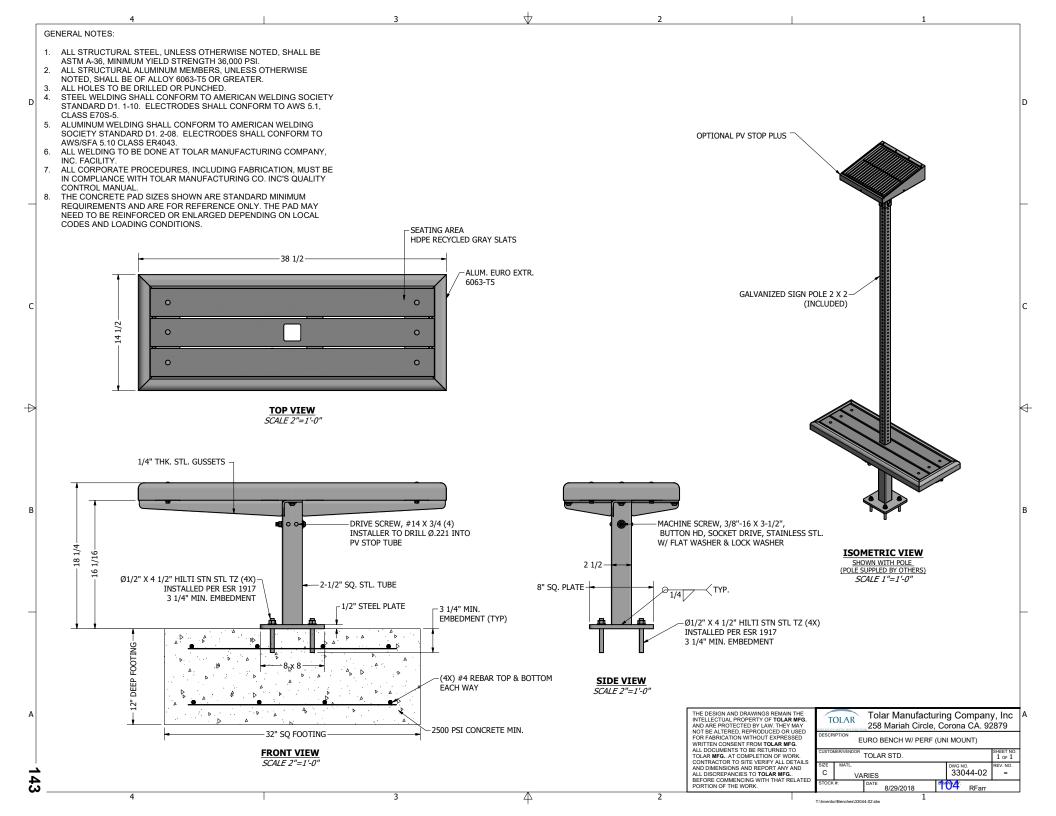
- 1. Benches are packaged and crated for delivery in knockdown and unassembled condition.
- 2. Delivery and unloading requires customer supplied pallet jack or forklift.
- 3. Store benches in clean, dry, and level area and covered with waterproof, breathable tarpaulin.
- 4. Do not stack crates.
- 5.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



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% complaint 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 uniwelded 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

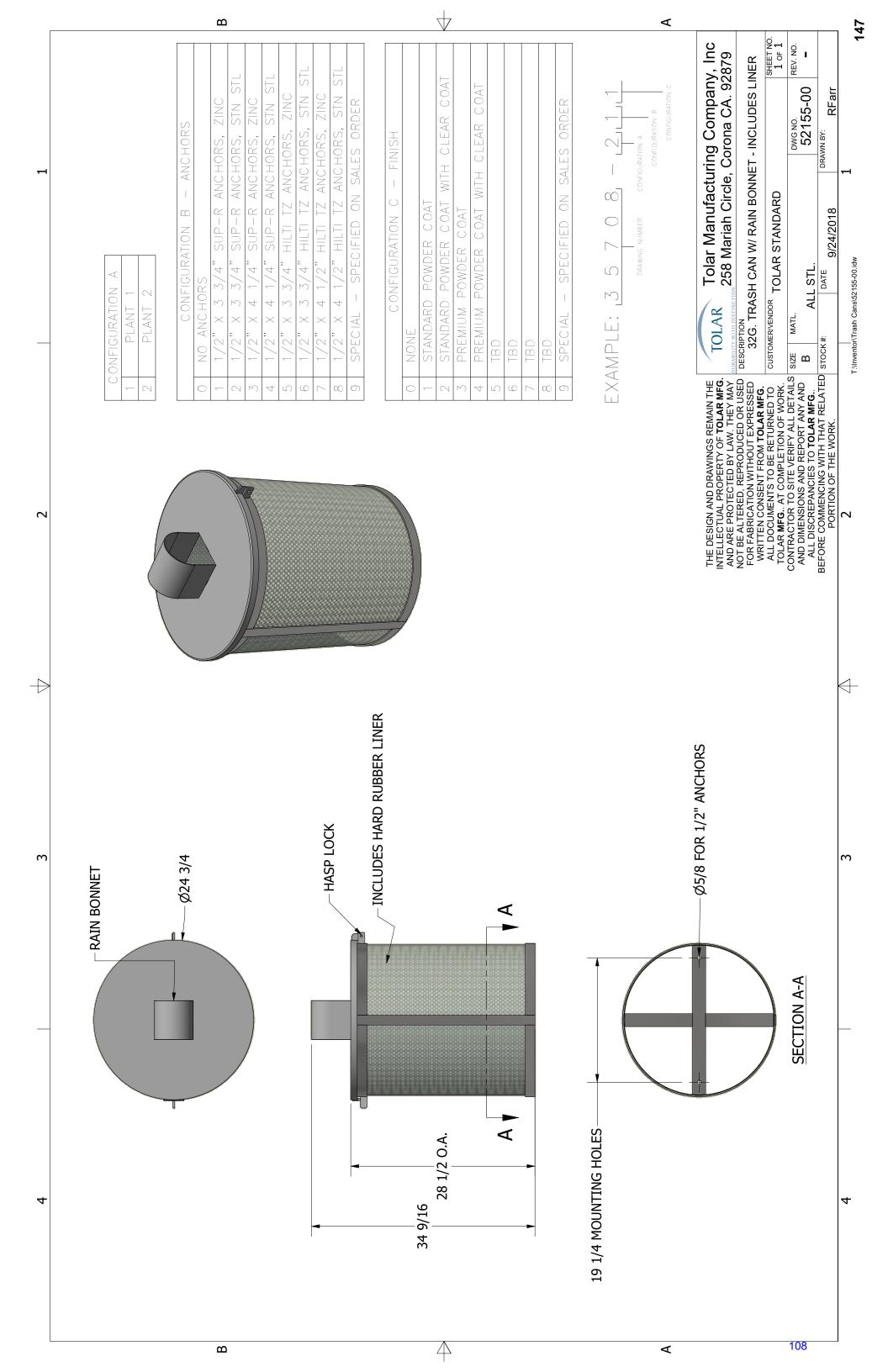
- 1. Products are packaged and crated for delivery ion knockdown and unassembled condition.
- 2. Delivery and unloading requires pallet jack or forklift.
- 3. Store crated products in clean, dry, and level area and covered with waterproof, breathable tarpaulin.
- 4. Do not stack crates.
- 5. Do not store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



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% complaint 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

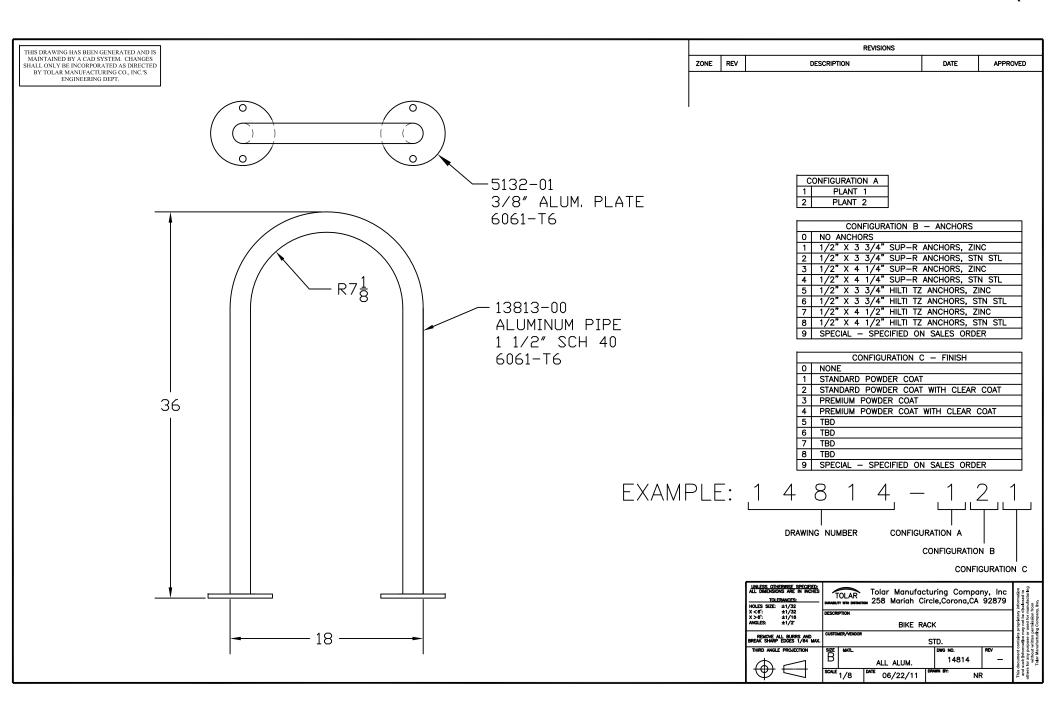
- 1. Products are packaged and crated for delivery in knockdown and unassembled condition.
- 2. Delivery and unloading requires pallet jack or forklift.
- 3. Store crated products in clean, dry, and level area, and cover with waterproof, breathable tarpaulin.
- 4. Do not stack crates.

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.





Addendum No. 1

Project Name: Bus Stop Shelter Amenities	Project No.: RFP #24-25-05
Prepared By: Michael Turner	Date: September 6, 2024

Clarifications & Requirements:

- 1. Work will begin upon issuance of a notice to proceed letter.
- 2. The contractor must acknowledge reading each addendum in the spaces provided on the proposal sheet per instructions on page 15, item #7.1.
- 3. Proposals are due Tuesday, September 17 by 2:00PM. Proposals will be received at the Public Works Administration offices at 1500 Beatty Street via postal mail service or hand delivered. Proposals will be opened and read aloud at 2:00PM.

Questions and RFI submitted for discussion from pre bid meeting or by email:

1. Would you be able to provide guidance on the process to get our products approved by the State of North Carolina?

Answer: Refer to the North Carolina Secretary of State at: North Carolina Secretary of State Home Page (sosnc.gov) for guidance.

2. Would the authority consider extending the bid deadline to allow interested parties to obtain the necessary certification?

Answer: No. Proposals are due on Tuesday, September 17, 2024 at 2:00PM at the Public Works Administrative Offices located 1500 Beatty Street, Greenville, NC.

3. Will this proposal be for installation of the shelters and street furniture or only the design, build and delivery? Answer: The scope of work for this proposal will include, but not limited to, providing bus stop shelters, benches, litter receptacles, solar lighting, as well as, other associated amenities and products. Installation of the shelters and street furniture will occur on a separate date with a separate proposal.

Sealed proposals will be received by the City of Greenville until Tuesday, September 17, 2024 at 2:00 pm at the Public Works Department Administrative offices located at 1500 Beatty Street, Greenville, NC 27834-7207 with the Company Name, Attention: Michael Turner, Building Facilities Coordinator, 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. Bids will be opened and read aloud at this time. A bid tabulation sheet will be available upon request once the contract is awarded to the successful bidder.

End of Addendum No. 1

COG DOC #1184461v13 Page 1|1 152

Tolar Manufacturing Company, Inc.

Vendor Number: 12420 Munis Contract #

Exhibit B: Consultant/Contractor's Proposal





RFP 24-25-05 Bus Stop Shelter Amenities

City of Greenville, Public Works Department 9/17/2024





September 12, 2024

Michael Turner City of Greenville Public Works Department 1500 Beatty Street Greenville, NC 27835-7207

Re:

RFP 24-25-05 Bus Stop Shelter Amenities

Dear Michael:

Many transit agencies recognize what we at Tolar Manufacturing know to be true: next to buses and trains, transit shelters and other passenger amenities are the most numerous and visible representation of local transit service on the road. Transit shelters and passenger amenities are a permanent reminder to riders and the public of their local transit agency, and they have a great impact on daily life for riders and the public. Our durable and distinctive products are designed to make a positive public impression and have a positive impact life in your community.

For over thirty years, the Tolar team has manufactured the highest quality transit shelters and amenities, and we take great pride in getting the job done right. We are proud to have supplied many municipalities and transit agencies in North Carolina with bus shelters and transit passenger amenities, and value our relationships with our many customers throughout the state. We take our commitment to the highest standards of quality and customer service very seriously.

Key features of our proposal for City of Greenville include:

Durable and Distinctive Signature Crescent transit shelter and amenity designs 100% Buy America and ADA compliant designs and fabrication Clark County and City of Los Angeles Certified quality fabrication process

If Tolar is selected for this project Scott Williams will be your dedicated Project Manager. Please contact him at (951) 808-0081 or swilliams@tolarmfg.com with any questions or concerns. We thank you for this opportunity to be of service and for your consideration of Tolar Manufacturing for this project.

Best.

Scott Williams

Business Development Manager

TOLAR MANUFACTURING COMPANY INC.

TRANSIT SHELTERS | STREET FURNITURE | DISPLAYS & DIRECTORIES | TRANSIT SOLAR LIGHTING 258 Mariah Circle, Corona, CA USA 92879-1751 | 800-339-6165 | 951-808-0081 | www.tolarmfg.com

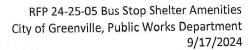




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QUALIFICATIONS OF THE FIRM

At Tolar Manufacturing Company, Inc. (Tolar), we place a great deal of importance on listening to the needs of our customers. We take the time to explore our customer's vision, their expectations, and their aspirations for their community. Our mission is to execute that customer vision, starting with our team of skilled professionals, who place a priority on delivering a durable, distinctive final product that is Connecting Communities from the start of their journey at the transit stop. As a recognized leader in our industry, the Tolar Team understands that product knowledge, professional talent, hard work, and a dedication to serve our customers are the essential elements required to successfully bring a project from concept to reality. In short, we create outdoor structures of durability and distinction that reflect the character of your community.

To ensure we meet our client's expectation, an important commitment is Tolar's Quality Assurance Program. The program is directed by our Quality Control Manager who reports directly to the company President. The program guides our daily workflow within all company departments, and we are audited annually by outside consultants to document program compliance for both the company and our customers. This annual audit verifies compliance with our Clark County (NV) certification, one of the most respected certifications in the country. Tolar documents compliance with each order executing a Certificate of Compliance which is provided directly to our customer.

Tolar Background

In 1991, following his success as a senior executive in the metal fabrication industry, Gary Tolar established Tolar Manufacturing Company, Inc. (Tolar), to make and market a range of durable and distinctive transit shelters and related street furniture. His new company rapidly won a number of contracts with transit authorities and outdoor advertising companies in Southern California and Tolar quickly established a reputation for quality workmanship and uncompromising customer service. From our first contract to our latest innovative Bus Rapid Transit (BRT) projects, Tolar has grown steadily due to our consistently high quality and the high confidence our customers have in our workmanship and materials.

Our in-house design and engineering staff use the latest Autodesk design and rendering software to design and engineer long lasting, safe, and practical products. The materials specified during the design process are of the highest quality and sourced to provide optimal strength during the cutting, bending, drilling, and welding of the fabrication process. To fabricate the best quality products in the industry, our team of qualified fabricators includes American Welding Society (AWS) certified welders, and a skilled staff of production and assembly craftsmen. Tolar finishes its products with the most attractive and durable powder-coat process that produces no volatile organic compounds (VOCs) and uses premium grade powder and material pre-treat processes. Lighting options powered by low-draw 120VAC, or solar powered12-volt systems complete our shelters, complete our contribution to the sustainability and environmental benefits of providing passenger amenities to transit customers, all while providing 100% "Buy America" certified products.

Tolar References

Tolar has produced thousands of transit shelters with unique designs, styles, and branding for hundreds of customers throughout the United States since our inception in 1991. Here are just a few of the things our customers have to say about us:

"The District is about solving problems. Protection from Houston's temperamental weather is critical for those who travel in, through and around our area using public transportation. Tolar Manufacturing and our team at The Goodman Corporation were integral in finding a solution to provide adequate coverage for our transit-riders. Keeping folks safe and protected from the elements while traveling is a win we can all be proud of." - Nikki Knight, Program Manager, Greater Southeast Management District



"Tolar has consistently demonstrated itself to be a strong partner in our previous contract, providing excellent delivery support and product quality. Their products have stood up very well in The Rapid's service area, showing excellent quality overall." - Maxwell Dillivan, AICP, Senior Planner for The Rapid

"The new Tolar shelters have a modern and stylish design, and the addition of solar lights has significantly improved safety for our StanRTA passengers. We are grateful to Tolar for offering CALACT pricing, which streamlined the procurement process and helped us save on overhead costs. Throughout the entire process, Tolar's customer service was consistently responsive and accessible, making for a positive experience." - Adam Barth, CEO, StanRTA

"Tolar has been an excellent partner since 2016. They provide a high-quality product at a reasonable price and that is why they have, and will continue to be, Jacksonville's preferred shelter supplier for years to come," Anthony Prinz, Transportation Services Director.

"LYNX has found Tolar Manufacturing to be a great partner with respect to providing transit amenities to our bus passengers. The Tolar team, through our long-standing relationship and current and previous contracts, has always been attentive and responsive no matter the request. As our local funding partners continue to look at ways to increase capital funding to our agency, we see Tolar being an integral part of that solution." - Jeff Reine, LYNX.

"Tolar's ability to deliver a shelter and totem display that works seamlessly with our branding is a real testament to their experience, flexibility, and ingenuity. Throughout the design and manufacturing process they continued to reinforce that the BRT elements should create a cohesive sense of place for our passengers. I truly think we achieved that." – David Wright, GPTC

"Tolar's reputation is unsurpassed for their quality of work and overall value. But it's their people that really made a partnership with Tolar a no-brainer. Their entire staff has been great to work with, they are honest and straightforward in their dealings, provide expert consultation balancing design with cost, and took on a true partnership attitude from the start." - Gene Oh, Tranzito

"The Tolar shelters have provided great quality to the riders of The COMET... they were easy to build and the flexibility of the three designs allows the construction of these shelters in areas where right of way is tight. The switch in bus shelter was a perfect opportunity for The COMET to bring an attractive design that is easy to build to Richland and Lexington Counties." - John Andoh, The COMET

"Lawrence Transit looks forward to continuing our Bus Stop Improvement Program and providing high quality amenities at our bus stops. Solar lights are an exciting and much asked for addition to our bus shelters." - Felice Lavergne, Lawrence Transit

"Tolar provided a great customer service experience. Their team ensured all fourteen custom onepiece canopy structures were delivered on time, which was no small feat considering the project's dynamic schedule. The structures are certainly the most visible feature of the new platforms and will be appreciated by the riders of NCTD's Coaster for many years to come." - Andrew Beebe, Flatiron Construction.

"The MCORE Project is transformative for our community, and it was important for us to incorporate bus stop amenities that are safe and accessible for transit riders and fit with the project. Tolar's shelters have met our expectations. Our team had a positive experience working with Tolar and the shelters look great." - Jane Sullivan, CUMTD.

"LAVTA selected Tolar Manufacturing to create 40 new bus shelters for the Authority's Rapid Bus service. The authority is very pleased with the provided product and service received...Tolar



Manufacturing supplied LAVTA with a beautiful product and outstanding customer service." - Paul Matsuoka, LAVTA.

The required references for this procurement are provided in the Certification Forms section later in this proposal. Additional references are available upon request. Additional information about Tolar projects can be obtained at www.tolarmfg.com.

Tolar Sustainability

Sustainability, and preserving the environment, is an integral part of the Tolar commitment to being socially responsible and making an overall contribution to quality of life for transit agencies, transit riders, and the customers we serve together. Tolar has made sustainability a strategic business objective and as a result has become more efficient at utilizing resources. We are committed to continuous process improvement, putting internal processes and actions into place that promote continual improvement of our environmental and economic sustainability processes.

Sustainable Manufacturing

A major focus for our sustainability efforts is on implementing manufacturing processes and procedures that reduce the use of material resources, processing times, and consumable products. From material acquisition through product delivery, our focus is a reduction in wasted time and materials, and reduced resource consumption. A list of sustainable practices we utilize is provided below. Additional policies and procedures are added as new processes are identified and improved.

- Recycled content is specified for all steel and aluminum raw materials through our purchasing department. Actual recycled content varies based on the specific type of material and mill source.
- Engineering and production staff are incentivized to identify and source raw materials in sizes that
 maximize the yield of parts, and reduce the amount of "drop" (unused material), thereby reducing the
 amount of raw materials consumed in production.
- Remaining drop material is utilized in production of other parts (rather than new material) so raw
 materials are re-used as much as possible. Remaining drops of un-used raw material is recycled
 through standard commercial processing, and becomes part of the recycled material content in our
 supply chain.
- Production machinery such as compressors, etc. are operated via timers to avoid excess electrical power consumption.
- Exterior and interior production and office lighting is converted to low draw LED fixtures, and is operated on electronic control timers in order to reduce electrical power consumption.
- Welding gasses are procured in bulk tank and delivered to welding stations via internal piping, thereby
 reducing the frequency of truck deliveries and reduced fuel consumption and fossil fuel emissions, as
 well as the number of individual high pressure storage tanks on site.
- Finish powder coating processing is performed at certified suppliers, ensuring minimal impact on environmental conditions, and providing a vastly reduced air quality impact as compared to other paint or anodizing finish processes.
- A comprehensive filtration system recirculates and re-uses abrasive material in our water jet cutting machine, reducing overall consumption of water and abrasive materials supplies.
- Storm and wastewater runoff is collected via an in-ground clarifier and is collected and treated prior to discharge into the storm water runoff system, reducing contaminants in the local water table.
- Plant operations work on a 4/10 weekly schedule, reducing utility usage and lowering our carbon footprint as resources are not consumed on off days.
- Utilizing full truckload shipments for delivery of products to customers reduces fuel consumption and reduces fossil fuel emissions, and provides cost savings to end users.



Sustainable Products

In addition to sustainable production practices, our products are designed and utilized as sustainable products in a number of ways. Some of these sustainable advantages of Tolar products are outlined below.

- Tolar products have an extremely long durable lifetime, and many of our products are installed and functional for greater than 20 years, offering a sustainable value for customers.
- Products are comprised of recyclable materials, so that steel, aluminum, glass, and various plastic components are recyclable when they are eventually replaced.
- Tolar emphasizes modular construction, so that individual components are replaceable, reducing the cost of overall maintenance, and reducing the consumption of materials.
- A common kit of parts across shelter models of various sizes allows the re-use of identical parts across product designs and structures.
- With a common kit of parts and modular components, Tolar provides a simplified and reduced maintenance effort for our customers, with an overall reduction in frequency and duration of maintenance efforts.
- Our standard powder coat finish offers a reduced need for maintenance and a high standard for lifetime of use, reducing the frequency of re-finishing and lowering the production of harmful air quality emissions over the shelter lifetime.
- Powder coating also reduces the need for cleaning, with standard power washing as the preferred method, which avoids the use of contaminating chemicals and other harmful solvents.
- Tolar offers robust solar powered lighting systems for our shelters, providing customers with environmentally friendly and secure lighting, while reducing the carbon footprint of our transit partners by using clean solar energy production.
- Solar power systems utilize high-capacity battery storage and provide the ability to recycle batteries.
- Tolar also utilizes LED low draw electric lighting components in shelters that do not use solar powered lighting, which provides a dramatic reduction in electric power consumption and a reduced carbon footprint for our transit partners.
- Reducing power consumption even further, Tolar provides automated lighting controls for all lighting systems, reducing the usage and improving the efficiency of lighting systems.

Tolar Service and Support

Tolar designs and builds transit shelters and passenger amenities with durability, beauty, ease of installation, and longevity in mind. It is our mission to provide the industry's best quality, service, selection, and overall value. To meet this goal, all Tolar products are covered by a comprehensive Lifetime Structural Warranty against manufacture defects or workmanship.

Tolar Installation Support

The Tolar sales and engineering staff support our customers through the installation phase of each project. We have working relationships with many construction companies and installation contractors throughout the US, and are available to answer questions and resolve issues as they arise. Using a "train the trainer" method as necessary for each project, Tolar staff provides the training support and instruction required to properly install our shelters and amenities. In addition, technical support and assistance is available from our engineering and production teams at any time in the process through easy to reach dedicated customer service telephone number 951.808.2091 and customer service email address customerservice@tolarmfg.com.



Tolar Replacement Parts

Tolar designs and builds shelter and transit amenity systems with ease of installation, beauty, function, and durability in mind. Should parts be required during the life of our products we certify availability of these parts for a minimum period of ten years from the date of purchase.

Tolar Lifetime Structural Warranty

Tolar warrants the products and materials manufactured by it, when properly assembled and installed, to be *free from defects in materials and workmanship, when under normal use and service, for the expected lifetime of the product.* A copy of the formal Tolar Lifetime Structural Warranty is included for your review as an attachment to this proposal.

Tolar Buy America Compliance

Tolar operates from a modern, 53,000 square-foot, company owned fabrication facility in Corona, California. From this state-of-the-art facility, our 49-person team designs, develops and fabricates attractive, durable, and practical transit shelters, street furniture and related passenger amenities. Tolar products are manufactured in the USA by skilled tradesmen utilizing 100% US made materials. As a result, *Tolar products are 100% "Buy America" compliant* and certified to meet 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States.

Tolar ADA Compliance

Tolar ensures that *our designs include features that promote use by all members of the public, and are in complete compliance with ADA requirements*, when installed in compliance with Tolar's installation instructions. Designs and approved drawings include documentation of ADA mandated passenger seating and maneuverability spaces, to ensure that all riders are able to access passenger amenities.

Tolar Federal Transit Administration (FTA) Compliance

Tolar provides transit shelters and other passenger amenities to agencies, municipalities, and other government entities throughout the United States. Many of Tolar's customers are recipients of federal funds, and *Tolar complies with all required federal regulations* in its supply agreements and purchase contracts with these agencies. Tolar is fully compliant with Federal Transit Administration (FTA) and U.S. Department of Transportation (DOT) requirements, including: access to records; nondiscrimination; Americans with Disabilities Act; Clean Air and Water Act; Contract Work Hours and Safety Standards Act; Disadvantaged Business Enterprise (DBE); Fly America; Buy America; restriction on lobbying; Resource Conservation and Recovery Act; debarment and suspension; False Claims Act; equal employment opportunity; drug free workplace; System for Award Management (SAM); and/or other provisions as required by contract.

Tolar Employment Practices and Diversity Compliance

Tolar operates in the State of California, and utilizes labor and employment best practices throughout our operations. *Tolar is in full compliance with all applicable State and Federal labor and employment laws and regulations.* Tolar is an Equal Opportunity Employer and is committed to providing a workplace that is free from all forms of discrimination, including sexual harassment. Equal Employment Opportunity has been, and will continue to be, a fundamental principle at Tolar Manufacturing, where employment is based upon personal capabilities and qualifications. Company policy prohibits unlawful discrimination based on race, color, nation origin, ancestry, sex, pregnancy, marital status, religious creed, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sexual orientation, veteran status, or any other classification protected by applicable federal, state, or local law. The company policy includes reasonable accommodation for all applicants and employees

Tolar has adopted and maintains policies and practices to prohibit harassment. The Company's policy prohibiting harassment applies to all persons involved in the operation of the Company. The Company prohibits harassment, disrespectful or unprofessional conduct by any employee of the Company, including supervisors, managers, and coworkers. The Company's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid



interns, volunteers, persons providing services pursuant to a contract and other persons with whom our employees come into contact with while working.

Tolar is committed to being an inclusive and diverse workplace, with a full commitment to fair and equitable hiring practices, and a company culture that encourages diversity, equity, mutual respect, safety, and inclusion, while maintaining a workplace that is free from discrimination and provides equal opportunity employment. In addition, Tolar utilizes an Affirmative Action Plan, with a commitment to diversity throughout our operations. Based on our strong company policies that maintain effective employment practices including diversity and inclusion, our policies and practices have been *certified to be in compliance with the Illinois Human Rights Act* by the Illinois Department of Human Rights as a State of Illinois Eligible Bidder/Public Contractor.

BUS SHELTER AND STREET FURNITURE DESIGN

Tolar has developed hundreds of transit amenity solutions for transit agencies, municipalities, commercial and private companies as well as the Federal Government for more than 30 years. While we do provide a variety of standard offerings, our products are designed in a manner that allows for multiple configurations and custom designed features. Rather than "offer the shelf" products, our standard designs allow our team to develop and produce shelters and amenities unique to each environment and purpose, with features that integrate into a community and street scape. This purpose driven approach in the development of our products enables communities the ability to implement transit solutions that are distinctive and enhance the passenger experience for the neighborhoods in which they are placed.

Design Process

To begin the design process, our experienced sales representative consults with each client to determine factors that dictate the custom transit solution we are to propose. Input for this discussion may include:

- Site limitations
- ADA requirements
- Environmental and social factors
- Aesthetic preferences & style
- Function
- Branding elements
- Security
- Advertising potential
- Information displays

- Waste disposal
- Comfort & Safety of passengers
- Maintenance requirements
- Ease of installation
- Parts replacement
- Integration into existing transit environment and community
- Existing budget for amenities
- Future goals of transit

Once the above considerations have been addressed with our customer, the sales representative collaborates with the engineering team to propose the best, most suitable solution to the client. The engineering staff works to design products that not only meet the criteria as listed above, but also local building code and safety requirements, such as seismic or wind load specifications.



Branding is a major concern for many of our transit customers, and we recognize the importance of factors like logo placement and color selection in design. Tolar provides options for logo placement in most of our products. Many shelter designs have placement in either end of the roof design or on the fascia. If additional visibility is desired, custom glazing treatments are also available incorporating silk screened or etched graphics etched into the wall or end panels of your shelter design, along with custom designed decals applied to the shelter.

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Our modular approach to design ensures a consistent and overall reduced kit of parts where roof and glazing panels are sized as equally as possible and like parts are interchangeable. In addition, the proprietary custom extrusions developed by Tolar simplify our products by eliminating the need for additional parts while enabling improved function. Our design incorporates ease of installation, ease of maintenance, and ease of parts replacement ensuring an attractive, durable, cost effective and practical transit shelter package.

Design Approval

Our team is experienced at building consensus throughout the design and approval process, investing time with stakeholders to make sure our shelters reflect the community they serve. Following design consensus, a submittal package, complete with color samples, approval drawings, and engineering calculations (if required), is then prepared for client evaluation. Any changes to design, as requested by the client, are noted and brought to the immediate attention of the engineering team for revisions. Follow up drawings are then prepared and are submitted to the client for final review and approval. Upon approval and when order authorization is obtained, the project is then entered into our central information software system for future tracking by all departments. Engineering staff prepares a production drawing package for the specific project. The complete drawing package is reviewed with the Production Manager, and when approved, the order is released for manufacturing.

Engineering

Tolar designs are engineered to meet all required building codes for the jurisdiction in which they are installed. Tolar retains the services of qualified engineers for all 50 states, and ensures that each final drawing package includes stamped and sealed engineering calculations for submittal and approval for installation by local building officials.

Tolar Production

One of the attributes that separates Tolar from other fabricators is our commitment to purpose driven design. Careful attention is given to the function of a particular component rather than simply utilizing standard tubing, angles, and flat bars. We have made considerable investment in the development of specially engineered aluminum extrusions that incorporate functional shapes to achieve particular functions, minimize the number of parts required and eliminate many fasteners. As a bonus, fewer parts usually also simplify installation.



Material Acquisition

The purchasing department first procures raw materials and other items with long lead times and works collectively with the engineering team on the balance of material procurement to ensure on-time delivery of materials needed for fabrication. A quality control manager inspects all materials for defects upon receipt and, if necessary, administers any corrective actions required.

The aluminum extrusions which form the core structure of our shelter designs are custom designed proprietary extrusions, pressed specifically for Tolar through our own engineered dies by one of several certified extruders. Spot checks are performed during the receiving process to ensure compliance with our specifications.

Fabrication

The majority of fabrication procedures required to build our transit shelters and passenger amenities, such as cutting materials to finish length, bending, and forming material to finish shape, drilling and boring, welding procedures, and finish processes such as grinding and sanding, are performed by skilled fabricators on our shop floor in Corona, CA. This includes water jet cutting various materials and parts. All welding is performed by AWS Certified welders, and is performed at our facility. No welding is required or performed in the field or jobsite. The remaining fabrication processes used to produce some Tolar products, such as laser cutting, etc., are performed by highly qualified subcontractors who specialize in specific production processes and adhere to our high standards.





During fabrication, the shop department supervisors and the Quality Control Supervisor certify all prototypes and first articles and depending on the part, they audit the particular process against the engineered drawings to ensure compliance. Quality control inspections continue regularly throughout the manufacturing, finish, and crating process prior to final shipment. All components are equally checked for fit and finish by production staff during the fabrication phase to ensure the products provided meet the specifications and expectations of our customer.

Shipping & Delivery

To ensure optimal performance and safe handling of Tolar transit shelters, amenities and solar products, proper storage and handling guidelines must be followed. These guidelines will help to protect Tolar products while in storage, during shipment or transport to installation site, and on site prior to installation. Shipping is typically performed by flatbed trailer, and may be accomplished by using van or other trucking methods in particular situations.

Most Tolar products are shipped in knock down fashion neatly packaged and protected in crates and stacked carefully to optimize shipping and reduce the need for storage when delivered. As an alternative, and when requested, we also ship in kit form whereby the products are modularly assembled and packaged in crates using methods of nesting materials and, once again, optimizing space to the greatest extent possible. All Tolar shelters and street furniture are shipped with all necessary hardware and complete illustrated instructions for ease of installation. Hardware is bagged or boxed individually per each unit shipped for easy installation.

Handling

Exercise caution and care when handling crates or unpacking products, to prevent breaking or crushing of the square edges or surfaces. Remove the shipped crates from the trucks with proper equipment and with trained personnel utilizing a forklift or other equipment rated for proper weight capacity. In some cases, forklift extension tubes may be



used to ease the process. Methods resulting in mishandling of the shipment such as pushing the crates beyond their structural integrity or other radical means must be avoided as they may result in material damage. When unpacking or dismantling crates, use caution and gently pry connected members apart to avoid marring or puncture of adjacent surfaces. We recommend transporting the product to the field for installation prior to unpacking to ensure the highest level of protection until such time as installation may be performed.

<u>Storage</u>

Packaged crates are typically very large and should not be stacked vertically any more than when they arrived via the freight truck transportation. To ensure structural integrity and material longevity, it is recommended that all crates be stored on a dry and level surface with a cover of waterproof, breathable tarpaulin material. To prevent damage, plastic glazed panels should never be stored in direct sunlight or allowed to get wet as the paper masking will stick and cause damage when later removed.



Installation

Upon client receipt and approval of shipment, our sales and engineering staff work in tandem with the client to ensure complete understanding of the products provided as well as the intended installation steps necessary for implementation. As the transit amenities are installed, the engineering team is available by phone at all times for any assistance that may be required.



Production Schedule Lead Time

The table below represents the typical schedule for production of a Tolar transit shelter. Production schedules generally follow this outline, with adjustments made for specific quantities or customer requirements.

Duration	Task	Description
Week 1 – 2	Administration	Project review and clarifications. Order placed by client and processed internally by Tolar sales and staff.
Week 3 – 4	Design & Approval	Complete design drawings. Obtain final drawing and engineering approval. Complete production documentation, work orders, and system programming
Week 5 – 19	Production	Receive materials, manufacture, and prepare shipment.
Week 20	Shipping/Delivery	Ship to destination and coordinate receipt and storage with client.

Tolar Solar Lighting

Tolar works extensively with Urban Solar Corporation (USC) in the design and fabrication of hundreds of solar powered lighting applications across the country to offer illumination solutions that provide reliable, dawn-to-dusk lighting for users of outdoor shelters during nighttime hours. Both Tolar and USC understand the important role passenger amenities play in the success of any transit service, as well as the critical role that passenger amenities play in creating a safe and attractive passenger environment. Tolar helps our customers meet these expectations for passenger safety and convenience by providing high quality, reliable UL Listed solar lighting solutions for our transit shelters. To achieve this, we discuss each project and collectively develop a product that best addresses all the key elements of a solar lighting solution:

- Underwriters Laboratory (UL) compliance and certification to ensure safe operation
- Geographic location and local environmental conditions
- Light level, system run time, autonomy, and sizing requirements
- Integration of the solar elements into and shelter design
- 100% Buy America compliance with solar fabrication in Beaverton, OR

Solar Lighting System Design

To achieve optimum operation of solar lighting systems, critical factors such as sun exposure, weather, site specific conditions, and even geographic location must be considered. For that reason, we do not take a "one size fits all" approach to solar system sizing. Instead, we use over 20 years of NASA data to determine the needs for your specific geographic area. The amount of sun exposure in the United States varies widely from East to West as well as from North to South. Using detailed information from NASA documenting the length of sun exposure for each month of the year, typical weather, and the duration of night, we design a solar



lighting system specifically for any location in the US. The resulting final product is designed for optimum operation during the most challenging months of the year (the longest run times and shortest charge times), while also providing for an average of 5 to 7 days of continuous operation with no sun exposure at all. This approach allows us to design a system for optimum operation during the most challenging months of the year for your specific geographic area.

Tolar systems utilize a low-profile light assembly. Mounted to the inside of the shelter's ceiling, this assembly houses the batteries, charge controller and the LED lights themselves. This assembly is engineered as an integral part of the shelter structure, making it highly vandal resistant. Our system offers a completely UL Listed system with bright, white LED lighting in a modular design that integrates seamlessly with the shelter design so that passengers can benefit from



a safer, more secure environment. Loitering is discouraged and transit drivers are better able to identify riders waiting in the shelter. At the same time, illumination can be provided at desired locations without the expense and potential construction challenges of trenching and installation of meters, but perhaps the greatest benefit is providing shelter lighting without the utility bills that that come with conventional lighting.

Solar Lighting Safety

Passenger safety is a key rating on many ridership surveys, and both Tolar and Urban Solar Corporation are committed to transit passenger safety. It is for this reason we design reliable systems that meet the level of safety and quality only Underwrites Laboratory (UL) certification can guarantee. Tolar is a UL compliant manufacturer subject to quarterly on-site UL inspection, assuring all UL testing and safety requirements are fulfilled. UL certification is a critical consideration for transit agencies, as it provides for the following benefits:

- UL is a Nationally Recognized Testing Laboratory (NRTL) listed by OSHA https://www.osha.gov/dts/otpca/nrtl/
- UL is recognized under National Electrical Code (NEC) Article 690 as the approved safety standard
- UL tests and assures the highest level of safety compliance with National Fire Protection Association (NFPA) http://www.nfpa.org/
- Systems are designed to ensure all components are properly sized and rated for optimum operation
- High quality components are thoroughly tested to guarantee performance and reliability
- UL protects the customer from liability of safety testing
- If non-UL systems are installed, all safety liability and associated testing costs fall on the customer
- UL certified systems must be installed in compliance with the manufacturer's instructions, ensuring highest levels of safety
- NEC requires detailed electrical diagrams which require technical expertise to assure safety
- Fully UL certified systems undergo the highest levels of stress testing to ensure fire resistance and safety

Tolar Quality Assurance

The Tolar design and fabrication process operates as a *Clark County Certified Fabricator* for structural steel, aluminum, and stainless steel. This certification is obtained through Quality Systems review, approval, audit, and certification by the *Clark County Nevada Department of Building & Fire Prevention*. The Approved Fabricator certification, issued by IAS-approved (International Accreditation Service) independent auditing agency Clark County Nevada's Department of Building & Fire Prevention, is accepted as the quality standard by architects, contractors and building officials across North America.

Tolar is also a *City of Los Angeles Certified Licensed Fabricator* of aluminum, high strength steel, light gauge steel, light weight steel and stainless steel with a specialty of shelters and canopies by the *City of Los Angeles Department of Building and Safety* under fabricator license FB24984. This certification is recognized nationally as a respected quality control program. The rigorous process to become a Certified Fabricator by the City of Los Angeles was led by Tolar Manufacturing's Quality Control Manager Sergio Cortez, Engineering Manager Eli Meza, and Senior Design Engineer Carlos Garcia. With a combined 40 years working on the Tolar team, all three passed the LADBS Approved Fabricator exam and are now certified Quality Control Inspectors. This certification means that all Tolar Manufacturing products and fabrication work performed by Tolar employees adhere with the building and safety requirements of the City of Los Angeles, assuring all Tolar customers in Los Angeles and across the United States of the company's commitment to producing the highest quality street furniture and bus shelters.

The Tolar Quality Systems Manual (QSM) is the basis for our quality manufacturing process and both of these fabricator certifications. Tolar's QSM ensures compliance with local building codes and that fabrication meets International Accreditation Service (IAS) and American Institute of Steel Construction (AISC) standards. This certified quality assurance program outlines the quality assurance and quality control processes within Tolar, and its ability to



support all materials, welding, and fabrication processes within its production facility, including all material suppliers, vendors and third parties.



Tolar's reputation has been built on the foundation of top quality and service. Only first-grade materials and processes are used. A rigorous quality assurance process monitors the design, fabrication, and finish of our products to ensure that Tolar shelters will keep their "new" appearance with a minimum of maintenance for many years. Before production starts, approval drawings are produced and submitted to our customer for review and written acceptance prior to production. This ensures that all details are in accordance with specifications and customer expectations, and that the configuration details and accessories will fit the specified

site locations. Once the main design features are finalized and accepted, the detailed shop drawings and final bill of material are produced.

Tolar is committed to passenger safety, and our product designs meet stringent safety standards. Design drawings and calculations are certified and sealed by an engineer licensed in the state of installation. This process confirms compliance with local building codes, wind load, seismic standards, and other safety requirements. In addition, whether the design includes solar lighting or traditional power, Tolar designs reliable systems that meet the level of safety and quality only Underwrites Laboratory (UL) certification can guarantee. All Tolar electrical systems are certified by UL, and Tolar is a UL compliant manufacturer subject to quarterly on-site UL inspection, assuring all UL testing and safety requirements are fulfilled.

In addition to UL inspections, we utilize a system of audits to maintain our strict adherence to quality production standards. Supporting our Quality Assurance program, our processes are audited quarterly by an outside third-party quality assurance specialist, and include training and suggestions for continuous improvement. An additional annual audit is also performed by the outside third-party quality assurance specialist to assist in preparation for the Clark County Department of Development Services — Building Division annual audit.

Tolar Quality Systems Manual (QSM)

The heart of the Tolar quality control process is the Quality Systems Manual. This detailed document outlines both the specific processes and responsible parties required to maintain quality production throughout the fabrication process. Beyond the processes and people, the third component of the quality control process is accurate and accessible documentation of the entire fabrication process from design to shipping, in order to facilitate project reviews and ensure non-compliant parts or processes are addressed quickly and efficiently before they have a chance to impact a final product. The process is supported by each department in the company, and is led by the Quality Control Supervisor, with responsibility to ensure QSM compliance companywide and the authority to implement proactive process improvements.

While the complete 251-page QSM provides extensive information related to each step of the production process, there are several key steps which outline the scope of the Tolar quality control program as listed below:

- 1. Preparation, revision, and implementation of the Quality Control program is assigned to the Quality Assurance Manager and President, with final approval required by the President, and the controlled QSM manual is available for use at all departments.
- All contracts that have been reviewed by sales/management staff and accepted for work are maintained electronically in our E2 Manufacturing Software system and data network within respective departments.
- 3. Projects and specifications are recorded and distributed to appropriate personnel for planning and implementation via a Sales/Work Order Traveler (SWOT). This document



accompanies the project through each step of the planning and production process; is used to develop a schedule for the implementation and completion of the order; and serves as the project control document.

- 4. The engineering department performs a review of customer specifications and project details, and initiates the preparation of design drawings and calculations. Throughout the process, drawings are shared amongst the Quality Assurance Manager, President, Production Manager, Engineering and Sales. These documents are available and stored in a specific electronic customer file and all revisions are documented.
- 5. Following drawing review by the Engineering Manager to ensure compliance with contract specifications, drawings are submitted for customer approval, as required per specifications or contractual requirements.
- 6. Upon customer drawing approval, the SWOT Traveler is signed by engineering and drawings are released for to the production department for fabrication.
- 7. Changes (if any) are reviewed by respective departments and implementation is tracked by SWOT. Any considerations or changes to the contract specifications will take into consideration the following functions:
 - a. Quality Management System including SWOT traveler
 - b. Engineering
 - c. Detailing
 - d. Purchasing
 - e. Fabrication Process
 - f. Quality Assurance
 - g. Quality Control
 - h. Assembly
- 8. New approved orders are reviewed by the Purchasing Manager for material requirements and all documents are tracked and maintained by the purchasing department via a new purchase order (PO). Prior to implementation of work, the SWOT Traveler is signed off by purchasing after the acceptance by the President and Engineering Manager. Purchasing documents may contain the following information, as applicable:
 - a. Type of service, material class, grade, finish, and other unique identification
 - b. Project specifications, drawings, process requirements and instruction that may apply
 - c. Delivery instructions and date
 - d. Certificate of compliance/conformance, mill test reports and or certifications as required
 - e. Special instructions or any other information pertinent to the product ordered
- 9. The Quality Manager or its designee ensures inspection of all incoming products and materials to ensure that it conforms to the PO and project requirements, and the incoming product or material is inspected for accuracy within 24 hours of delivery. As required by the project, test reports, certificates of compliance and other evidence of quality control are kept on file in the purchasing department.
- 10. The Quality Manager or their designate are responsible for ensuring that all materials that are received are tagged and bundled together with a label that indicates the PO that it originated from. When materials are cut, any remnants not traceable to the originating PO are segregated from traceable material.



11. The SWOT and associated work orders follow the project through each fabrication process. Each process is documented and confirmed for compliance with specifications as the process is completed and handed off to the next process, from inventory through to final assembly and/or shipping.

Upon completion of manufacturing for a project, at the time of final inspection for assembly and quality control release, the sales department verifies project completion meets our quality standards and completes the SWOT sign off process. Only at this point, the sales department issues our Certificate of Compliance to the project owner stating that the completed product(s) meets the requirements of the approved contract specifications, specifically certifying that all purchase/work order requirements, materials, workmanship and services supplied on the project were purchased, fabricated, manufactured, shipped and/or installed in strict accordance with the requirements of the approved construction documents, International Building Codes, applicable local building codes and the Tolar Quality Systems Manual.



Tolar Finish & Durability

Tolar products are powder coated with a durable baked enamel finish. A wide range of powder coat finish colors is available using the printed RAL color deck, and custom match finish colors are also available to meet specific customer needs. In addition to the approved drawings, after selection of the finish powder coat color(s) from the printed RAL color deck, two samples of the actual powder coat finish on sample strips are submitted for final customer approval. This ensures customer acceptance of the color, gloss, and texture. One of these color strips is to be returned to Tolar, indicating customer approval, and for documentation in our quality control process.

Powder Coat Process

The finish process involves a series of production steps that starts with cleaning and sandblasting the material which prepares the metal surface to receive a finish. The powder coat finish is applied and followed by a topcoat application for durability. Tolar outsources the finish process to highly qualified specialists to complete the finish, and performs pre-delivery and receipt inspections of each part to ensure the final finish meets our quality standards.

Sand Blast

All welded parts are sand blasted to remove any rust, oxidization and contaminants as well as provide a mechanical profile for superior adhesion.

Pre-Treatment

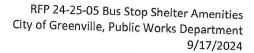
All of the parts enter a four-stage power spray pretreatment system. Most Parts are hung on the conveyor for maximum efficiency and proper drainage, larger parts such as roofs and advertising kiosks are hung on carts and pretreated with a wand system.

- Stage 1 is Henkel's Bonderite 1070, a combination cleaner trimetal phosphate heated to 160*F and applied through spray nozzles at 30 P.S.I. There is a 90 second dwell time in this stage.
- Stage 2 is an overflowing city water rinse applied at 30 P.S.I. Dwell time is 45 seconds.
- Stage 3 is an additional overflowing fresh city water rinse applied at 30 P.S.I Dwell time is 45 seconds.
- Stage 4 is a Deinoized water rinse with Henkel's 7100 Parcolene, a non-chrome dry in place sealer applied at 30 P.S.I. Dwell time is 15 seconds.

Drying

All surfaces shall drip dry for seven minutes prior to entering the dry off oven, then eight minutes at 400*F for drying. Powder Coat

All steel parts are coated with a zinc rich epoxy primer powder coating with a dry film thickness of 1 to 2 mils. These parts are then partially cured and ready for the final color topcoat. All of the parts enter the powder coating booth





where the selected color topcoat of Super Durable Polyester TGIC or Super Durable Polyester TGIC Free powder coating is electro- statically applied, with a dry film thickness of 3 to 5 mils.

The parts enter the bake oven, where the coating melts, flows and is cured at 400*F for twenty-five to forty-five minutes, depending upon the metal thickness and alloy.

After the parts exit the bake oven, the parts enter the cool down zone where our quality inspectors inspect and count

Quality Control

Finished parts are inspected for complete coating and tested for adhesion and cure to verify coating durability prior to moving to the packaging department.

Packaging

The packaging department packages the finished parts according to specifications.

Tolar Finish Quality

In order to provide a lifetime warranty and to ensure compliance with our quality standards, we monitor and document the finish quality of each production run using a minimum of four sample parts. These parts are tested according to American Society for Testing and Materials (ASTM) D3359-02, the industry standard for coating finish adhesion also known as the ASTM Standard Test Method for Measuring Adhesion by Tape. This method tests the adhesion of powder coating films to metallic surfaces by applying and removing adhesive tape over cuts made in the coating to determine how well the coating resists scratching and lifting of the finish to avoid rust or corrosion of the

In addition, the finished parts are tested according to ASTM D4752-10 also known as the ASTM Standard Test Method for Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc-Rich Primers by Solvent Rub. This method tests the

finish for resistance to chemical solvents. The test is used to ensure that finished surfaces are resistant to graffiti and other damages caused by exposure to solvents. Both ASTM tests help to ensure our products remain functional and maintain a positive appearance in the community over their lifetime. All powder coated parts are inspected for quality and uniformity of finish prior to assembly and shipment. Tolar assumes no responsibility for nicks, cuts, scratches, or any other damage to powder coated parts that are caused by normal wear and tear, abusive use, or improper cleaning. Finish quality testing helps us to ensure our products have a long lasting, highly durable, and attractive finish that will improve the street scape and passenger experience for transit riders for years to come.



Tolar Maintenance Recommendations

Powder coating is one of the most durable and adaptable surface finishes available for metal components. However, like all quality finishes, it needs special care. The effects of ultraviolet light, pollution, dirt, grime, and salt deposits can all accumulate on your powder coated surface over time. To extend the effective life of powder coatings and protect any warranty requirements that may exist, a very simple regular maintenance program should be implemented.



Tolar uses AAMA powder coatings for the finish of shelters and other passenger amenities. Steel and aluminum surfaces coated with architectural coating products need to be maintained properly to optimize the appearance and performance of the coating during the product service life. Proper coating maintenance is needed to keep coating warranty protection in force. Coating maintenance involves regular monitoring, cleaning, and damage repair. Surface cleaning removes accumulated



materials that can affect the appearance and/or undermine the integrity of the coating.

Powder coated surfaces must be properly maintained in service to keep the powder coating product performance warranty valid. Program effectiveness depends on cleaning the coated surface often enough to keep it free of harmful agents. Regular cleaning will increase coating longevity. For coastal installations, the cleaning frequency may need to be as often as once a month. Furthermore, significant events like storms may necessitate unscheduled cleanings. Additional guidance on proper cleaning methods may be found in the AAMA Specification 609 & 610-02 Cleaning and Maintenance Guide which can be found at www.aamanetstore.org.

Maintenance activities need to begin as part of the installation process. The minimum required maintenance cleaning is twice a year with documentation of dates, cleaning agents used and method of application. Maintenance program effectiveness includes visual inspection and also depends on prompt repair or replacement of damaged components.

Cleaning

As a general rule, cleaning should take place every six months. However, in areas where pollutants are more prevalent, especially in coastal or industrial regions, a cleaning program should be carried out on a more frequent basis (i.e., every three months).

The best method for cleaning powder coated finishes is washing with soap, water and a soft cloth, sponge, or extra soft bristle brush. The use of solvents such as acetone, contact cleaners, Dulon Thinners or Methyl Ethyl Ketone (MEK) is NOT recommended to clean powder coated finishes. These solvents are very damaging to powder coat and will soften and/or dissolve the surface of the coating, diminishing its shine and durability or removing the finish altogether. If it is absolutely necessary to use a solvent, small amounts of mineral spirits should be tried first. It is recommended that if this, or any other solvents, are going to be used for cleaning, a test of the solvent first be conducted using an unseen portion of the surface to determine if it will harm the powder coat finish. If there are questions as to the suitability of a specific solvent please contact Tolar Manufacturing for more information.

NOTE: Tolar Manufacturing Inc. does not guarantee its finishes with the use of any solvents other than soap and water.

Recommended Cleaning Procedure

- 1. Pick up trash and debris and place in trash receptacle.
- 2. Sweep the sidewalk in and around the shelter.
- 3. Pull trash bag from trash receptacle and replace it with a new bag, as applicable.
 - 3.1. Remove any trash accumulated at bottom of receptacle (wear PVC coated gloves)
- 4. Check trash receptacles for secure mounting (surface or post).
 - 4.1. If receptacle is loose, tighten or replace hardware as needed.
- 5. Clean Roof Panels
 - 5.1. Remove trash or debris from roof panels before cleaning.
 - 5.2. For glass or polycarbonate cleaning:
 - 5.2.1. Use a window brush to cover glass with soap and water.
 - 5.2.2. Squeegee water from glass
 - 5.2.3. Wipe down roof rafters or supports with soft rag.
 - 5.3. For metal panel cleaning:
 - 5.3.1. Use a soft bristle brush with soap and water.
 - 5.3.2. Wipe down roof rafters or supports with soft rag.
- 6. Clean wall panels
 - 6.1. For glass or polycarbonate cleaning:
 - 6.1.1. Use a window brush to cover glass with soap and water.
 - 6.1.2. Squeegee water from glass
 - 6.1.3. Wipe down bottom glass channels/supports with soft rag.
 - 6.2. For metal panel cleaning:
 - 6.2.1. Use a soft bristle brush with soap and water.

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6.2.2. Wipe down panel and bottom glass channels/supports with soft rag.

- 7. Clean Bench
 - 7.1. Use a soft bristle brush with soap and water.
 - 7.2. Wipe down panel and bottom glass channels/supports with soft rag.
- 8. Clean Trash Receptacle
 - 8.1. Use a soft bristle brush with soap and water.
 - 8.2. Wipe down panel and bottom glass channels/supports with soft rag.

Recommended Graffiti/Vandalism Removal

Removing graffiti as soon as possible will help to ensure the graffiti hasn't cured to the underlying coating. Fully cured graffiti will require more effort to remove.

1. General Recommendations

- 1.1. When Using chemicals or cleaners, cover the surrounding vegetation, untreated surfaces, and ground areas where the graffiti removal will take place.
- 1.2. Overspray and run off should be wiped up or collected immediately to prevent drying on any surface.
- 1.3. After complete removal of graffiti, rinse the cleaned area thoroughly with water to neutralize any cleaners used.
- Graffiti on glass surfaces
 - 2.1. Scrape off with razor and/or utility blade scraper.
 - 2.1.1. Do not use on acrylic and polycarbonate as it will scratch/gouge the surface.
 - 2.2. Scrub with window brush and soapy water.
 - 2.3. Scrub with steel wool and/or scouring pads.
 - 2.3.1. Do not use on acrylic and polycarbonate as it will scratch or "fog" surface.
 - 2.4. Remove with graffiti removing chemicals (See Aerosols below).
 - 2.5. Graffiti that is etched (Scratched) into glass should be replaced.
- 3. Graffiti on acrylic or polycarbonate surfaces
 - 3.1. Scrub with window brush and soapy water.
 - 3.2. Graffiti can be removed with high pressure water spray.
 - 3.3. Acetone should not be used as it may burn and melt material.
 - 3.4. Aerosols or jellied types of graffiti removing chemicals can be used on acrylic surfaces only.
 - 3.4.1. Test in an inconspicuous place first.
- Graffiti on metal surfaces
 - 4.1. Scrub with window brush and soapy water.
 - 4.2. Scrub with Citrus Clean Super cleaner, as recommended for metal surfaces.
 - 4.3. Only as a last resort, scrub with steel wool and/or scouring pads.
 - 4.3.1. Using scouring pads, sandpaper, steel wool, or other abrasives WILL remove some or all of the protective top layer of the powder coat surface. Repainting with touch up paint is required to prevent rusting or corrosion of the underlying metal surface.
 - 4.4. Remove with graffiti removing chemicals (See Aerosols below)
 - 4.5. Touch up with spray paint may be required to restore the powder coat finish.
- 5. Aerosol Graffiti removal procedure
 - 5.1. Spray onto affected area and wipe clean with wiping towel and/or nylon-scouring pad.
 - 5.2. Steel wool can be used on glass but is not recommended on painted, polycarbonate or plastic surfaces.
 - 5.3. Aerosols usually have a petroleum base and can stand for a few minutes without evaporation.
 - 5.4. Let the chemical stand for a few minutes.
 - 5.5. Reapply and wipe until graffiti is satisfactorily removed.
 - 5.6. Aerosols are best suited for newer finishes and small areas of graffiti.
 - 5.7. Aerosols should not be used in breezy or windy conditions and/or if pedestrians are nearby.



- 5.8. Appropriate safety equipment and chemical precautions should be used.
- 5.9. Wipe off residue with a damp, clean rag.

Touchup Paint

Touch up painting is not recommended unless it is necessary to cover up graffiti that cannot be completely removed, or other damaged finish condition. Touchup painting can be done using brush, roller, or aerosol match paint if available. Normally, a brush can be used to apply the paint but if the area is larger than a few inches in area, use a roller or aerosol match painting for better consistency and smoothness. The area to be touched up must be sanded slightly beyond the damaged finish area. If flaking, chipping, or rust is present, feather the edges until blended and smooth. If the area is bare metal, a primer can be used to help touchup last longer.

When it is necessary to paint, the following procedure should be used:

- 1. Read and follow directions on product first.
- 2. Appropriate safety equipment and chemical precautions should be used.
- 3. Shake or stir paint product can according to directions.
- 4. Clean dirt from surface to be painted with damp rag.
- 5. Acetone or metal cleaner can be used if the surface is extremely dirty.
- 6. If necessary, lightly sand/scuff surface with fine grit sandpaper
- 7. Always prepare more surface than actually is affected so that paint can be blended, or feathered into existing paint.
- 8. Test paint and spray pattern on a piece of cardboard or other scrap material before painting
- 9. Using even stokes, apply roller or spray paint onto the finish surface.
- 10. Overlap each previous stroke by at least one half.
- 11. Apply paint in light to medium coats (rather than one heavy coat), and apply multiple coats until satisfactory coverage is achieved.
- 12. Allow appropriate dry/cure time between coats and after finish is completed.

Tolar Technical Specifications

On the following pages we have provided product specifications, descriptions, sample design drawings and supporting technical information for the transit shelters and passenger amenities Tolar has proposed for your project to create a unique and individual solution that enhances the passenger experience and improves the streetscape experience for your residents.



PRODUCT SPECIFICATIONS

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

١. **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

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.

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. TOLAR MANUFACTURING COMPANY INC.

> TRANSIT SHELTERS | STREET FURNITURE | DISPLAYS & DIRECTORIES | TRANSIT SOLAR LIGHTING 258 Mariah Circle, Corona, CA USA 92879-1751 | 800-339-6165 | 951-808-0081 | www.tolarmfg.com



- 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.

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- 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
 - End panel frame is radiused to match I-beam column for mechanical attachment to end column I-beam using stainless steel hardware.
 - d) $1/\xi''$ clear polycarbonute sheet mechanically fastened to frames.

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.
- Solar powered lighting systems shall provide for a minimum 7 days autonomous operation as calculated for the

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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

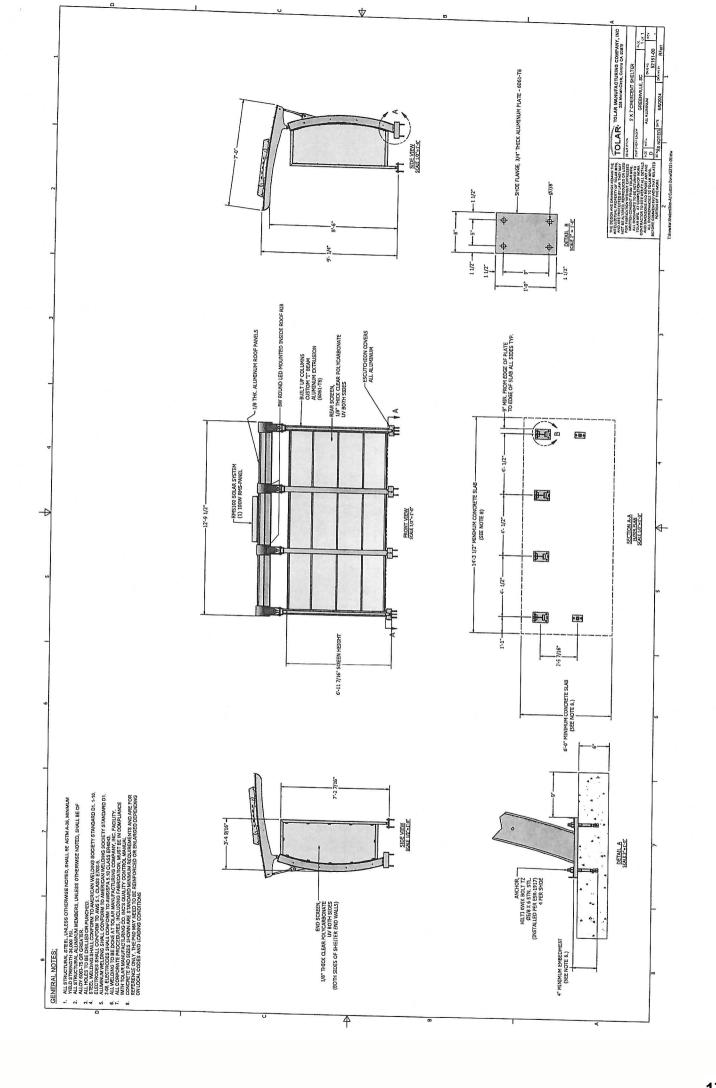
- 1. Manufacturer provides all necessary installation hardware.
- 2. Manufacturer provides complete detailed installation instructions.
- 3. Shelter installation shall be performed by manufacturer certified and qualified local installer.
- 4. Surface installation requires level concrete pad of appropriate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

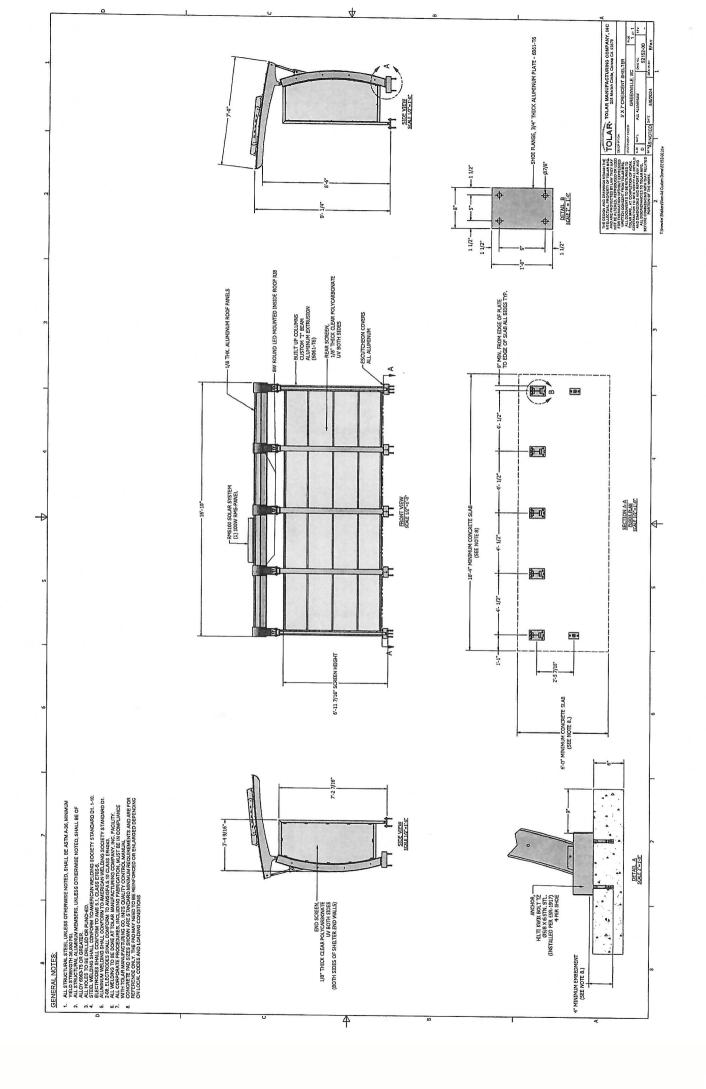
C. MAINTENANCE

- 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.

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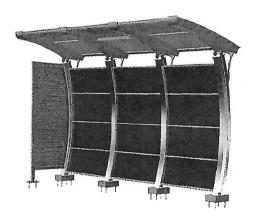
DURABILITY WITH DISTINCTION

SAMPLE

INSTALLATION INSTRUCTIONS

for

CRESCENT SHELTER MODELS



NOTE: Read all instructions prior to installing the shelters. Compare Hardware and parts to the Packing/Ship list to ensure all parts and hardware are accounted for.

Report missing items to Tolar Manufacturing within 48 hours of shipment arrival.

Tolar Manufacturing Customer Service line: 951-808-2091 customerservice@tolarmfg.com For any questions regarding solar installation call: Urban Solar 778-430-5516 (Canada) 503-356-5516 (USA)

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INSTALL INSTRUCTION (CORPUS CHRISTI, TX) (13550A)

ANCHORING INSTRUCTIONS AND SPECIFICATION TABLE

Mechanical Anchoring Systems

4.3.4 Kwik Bolt TZ Expansion Anchor

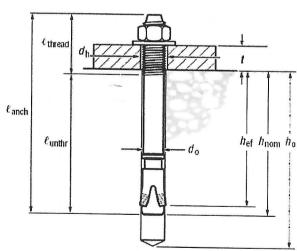
4.3.4.3 Technical Data

Table 1 — Kwik Bolt TZ Specification Table

SETTING	Symbol	Units		Units Nominal anchor diameter (in.)												
INFORMATION		0,11,0		3/8			1/			Г		/8			3/4	
Ancher O.D.	Ø _G	ln.		0.37	5		0.	5			0.6	325			0.75	
		(mm)		(9.5)			(12	.7)			(15	5.9)			(19.1	
Nominal bit diameter	d_{bil}	In.		3/8			1/	2				/8			3/4	1
Effective min.	ħet	In.		2		2		3-1	/4	3-	1/8	-	1	3.3/4		4-3/4
embedment		(mm)		(51)		51)	(8)	3)	(7	9)	(10	(20	(95)		(121)
Min. hole depth	h _a	in.		2-5/8	3	2-5/	8	4		3-3	₹4	4-3	3/4	4-5/8	3	5-3/4
		(mm)		(67)		(67		(10	2)	(9	5)	(12	21)	(117		(146)
Min. thickness of	t _{min}	In.		1/4		3/4		1/4	4	3,	8	3/		1/8		1-5/8
fixture1	- 81481	(mm)		(6)		(19) [(6)	49	1)	(1	9)	(3)		(41)
Max. thickness of	t _{max}	in.		2-1/4	1	4		2-3	/4	5-5	¥8	4-3		4-5/8		3-5/8
fixture	, mide	(mm)		(57)		(101)	(70		[14	13)	(12	71)	(117)		(92)
Installation torque	Ting	N-Ib		25			4()			6			(****)	110	(VL)
•	nix.	(Mm)		(34)			(54	1)			18	1)			(149	
Min. dia. of hote	$d_{\mathfrak{h}}$	In.		7/16			9/1	6			11/	/16			13/10	
In flxture	~(1	(mm)		(11.1)		(14.	3			(17		- 1		20.6	50
						Allerman 22 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -				***************************************	***************************************	-			<u> </u>	
Available anchor	ℓ_{anch}	In.	3	3-3/4	5	3-3/4	4-1/2	5-1/2	7	4-3/4	6	8-1/2	10	5-1/2	8	10
lengths	* dipar	(mm)	(76)	(95)	(127)	(95)	(114)	(140)	(178)	(121)	(152)	(216)	100	(140)	(203)	
Threaded length	f thread	In.	7/8	1-5/8	2-7/8	1-5/8	2-3/8	3-3/8	4-7/8	1-1/2	2-3/4	5-1/4		1-1/2	4	6
including dog point	, an end	(mm)	(22)	(41)	(73)	(41)	(60)		(178)		(70)	(133)		38	(102)	1
Unthreaded length	Eunthr	in.	***************************************	2-1/8			2-1	/8			3-1		-X1 + 1/	200	4	11100
*	NIKR) *	(mm)		(54)			(54	1			(8:				(102)	
installation	ħ _{nom}	In.		2-1/4		2-	3/8	3-5/	8	3-	5/8	4-1	12	4-3/		5-3/8
embedment	ranom.	(mm)		(57)		16	30)	(92)	-)2)	(11	1 400	(111		(137)

^{1.} The minimum thickness of the fastened part is based on use of the anchor at minimum embedment and is controlled by the length of thread. If a thinner fastening thickness is required, increase the anchor embedment to suit.

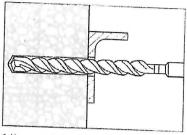
Figure 1 — Kwik Bolt TZ installed



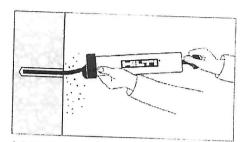
214 Hill, Inc. (US) 1-800-879-8000 | www.us.hilti.com | en español 1-800-879-5000 | Hilti (Canada) Corp. 1-800-363-4458 | www.ca.hilti.com | Product Technical Guide 2006

Kwik Bolt TZ Expansion Anchor 4.3.4

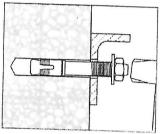
4.3.4.4 Kwik Bolt TZ Anchor Installation Instructions into normal-weight and lightweight concrete



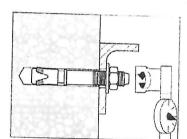
Hammer drift a hole to the same nominal diameter as the Kwik Bolt TZ. The hole depth must exceed the ancher embedment by at least 1/4 inch. The fixture may be used as a drifting template to ensure proper ancher location.



2. Clean hole,



 Drive the Kwik Bolt TZ into the hole using a hammer. The anchor must be driven until at least 4 threads are below the surface of the fixture.



Tighten the nut to the recommended installation torque.

Hits, Inc. (US) 1-800-879-8008 / www.us.hills.com / en español 1 809 879 5000 / Hits (Caractal Com 1 809 353-1458 / www.ca.hills.com / Product Technical Guide 2 100 279



Tolar Manufacturing Company, Inc.

258 Mariah Circle, Corona, CA 92879 P: (951) 808 - 0081 | F: (951) 808 - 0041

PACKING LIST

Report Missing Items to Tolar Mfg. Customer Service within 48 Hours of Receipt

Order Number	13550B		
Customer Code	REGAU01	5658 Bear Lane	
Customer Name	Regional Trans. Authority		3405

QTY Ordered				Color '	Verfication:		<u>By:</u>
20.00	32501-00 13'NACRESCENT 13' CRESCENT NON-ADVERTISING S	HELTER (MODI	JLAR IN				
				-	-		
	Components		AND NOT ALSO AND AND AND AND AND				
Part Number	Description	QTY /Unit	QTY Total	<u>Load</u>	Counted By	Checked By	Customer Received By
35165-00	ROOF PANEL, 5' CRESCENT (1 CORD GRIP)	1.00	20.00				
34913-00	ROOF PANEL, 5' CRESCENT ROOF	2.00	40.00				
34914-01	PRESSURE RIB, 5' CRESCENT ROOF	4.00	80.00				
34738-01A	ROOF BEAM ASSEMBLY, CRESCENT (LEFT)	1.00	20.00				
34738-00A	ROOF BEAM ASSEMBLY, CRESCENT (RIGHT)	1.00	20.00				
34739-00	5' ROOF RIB EXTERIOR WELDMENT (LEFT)	1.00	20.00				
34911-00	5' ROOF RIB EXTERIOR WELDMENT (RIGHT)	1.00	20.00				
34921-00	PURLIN, SMALL CRESCENT SHELTER	8.00	160.00				
34916-00	PURLIN, LARGE W/ SINGLE HOLE	1.00	20.00				
37103-00	I BEAM COLUMN WELDMENT	4.00	80.00				
37099-00	REAR SCREEN FRAME ASSEMBLY (FORMED)	3.00	60.00				
37107-00	END SCREEN WELDMENT, CRESCENT SHELTER	1.00	20.00				

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REV. 09/15/2015

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37109-00	END SCREEN, PERFORATED (ALUMINUM)	4.00		
18686-00		1.00	20.00	
10000-00	ESCUTCHEON WELDMENT, RIGHT SIDE	4.00	80.00	
18687-00	ESCUTCHEON WELDMENT, LEFT SIDE	4.00	80.00	
18722-00	END SCREEN SHOE WELDMENT			
37105-00	RAD SOLAR MOUNTING BRACKET, 71"	1.00	20.00	
18658-00	STRUT WELDMENT	2.00	40.00	
	OTTO T VVELDIVILIAT	4.00	80.00	
	Hardware			

Part Number	Description	QTY /Unit	OTV T-1-1			Checked		Ship
8089556	BOLT, 5/8"-11 X 6 1/2", STAINLESS STL.	4.00	QTY Total 80.00	Load	<u>By</u>	By	Received by	<u>Direct</u>
8089190	BOLT, 5/8"-11 X 1-/2", STAINLESS STL.	8.00	160.00					
8177094	HEXNUT, 5/8"-11, STN. STL.	12.00	240.00					
8038600	ANCHOR HILTI KWIK BOLT TZ 5/8" X 6" STN. STL.	18.00	360.00					
8385201	MACHINE SCREW, 3/8"-16 X 2", BUTTON HD,	8.00	160.00					
8375301	MACHINE SCREW, 3/8"-16 X 3", BUTTON HD,	8.00						
8503098	MACHINE SCREW, 1/4"-20 X 1/2", FLAT HD, PHILLIPS	36.00	160.00					
8155032	HEXNUT, 3/8"-16, STN. STL.		720.00					
8685100	FLAT WASHER, 3/8", STAINLESS STL.	16.00	320.00					
8383100	MACHINE SCREW, 1/4"-20 X 1", BUTTON HD,	32.00	640.00					
8163044	HEXNUT, 1/4"-20, STN. STL. NYLOCK	10.00	200.00					
8703049		10.00	200.00					
8684053	LOCK WASHER, 1/4", STAINLESS STL.	20.00	400.00					
8403125	FLAT WASHER, 1/4", STN. STL.	10.00	200.00					
The second second	MACHINE SCREW, 1/4"-20 X 1-1/4", BUTTON HD,	10.00	200.00				1	
8353025	POP RIVET, STAINLESS STL., 3/16" DIA. X .126250	16.00	320.00					
8684088	FLAT WASHER, 5/16", STAINLESS STL.	1.00	20.00					
8704059	LOCK WASHER, 5/16", STAINLESS STL.	1.00	20.00				-	
8155020	HEXNUT, 5/16"-18, STAINLESS STL.	1.00	20.00					
8213044	HEXNUT, 1/4"-20, STN. STL. SERRATED FLANGE,	24.00	480.00					
8683075	FLAT WASHER, 1/4", STN. STL. W/ NEOPRENE SEAL	24.00	480.00					
1106040	BIT, TORX T-27, TAMPER-PRUF	1.00	20.00					
1107020	BIT, HEX 7/32", TAMPER-PRUF, #61190	1.00	20.00					
					1			Ш

COMMENTS:		
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Page 2 of 4

QTY Ordered 20.00	<u>Part Number</u> 3360223	Part Description USC RMS-80 ROOF SECURITY LIGHTING FROM DUS	K TILL DAWN		Color \	/erfication:			<u>By:</u>
QTY Ordered 20.00	<u>Part Number</u> 35787-121	Part Description 6' EURO AD BENCH W/ 2 VAGRANT BAR SLATS	S - SINGLE F	FACED - GRAY	Color \	/erfication:			<u>By:</u>
Dort Number	Designation	Components					Checked		Part Ann. Mr. Ann. was and and
Part Number 37731-00	Description	DMENT, BOTTOM FRAME	QTY /Unit	QTY Total	Load	<u>By</u>	<u>By</u>	Customer Rece	eived By
			1.00	20.00					
37733-00		NCH BACK FRAME ASSEMBLY	1.00	20.00			745843		
37742-00		RCYL MTRL, FOR 71-1/2" BNCH (VBARS)	3.00	60.00					
37738-00		MENT, W/ BACK	2.00	40.00					
Part Number	Description	Hardware	QTY /Unit	QTY Total	Load	Counted By	Checked By	Customer Received by	Ship Direct
18735-00	EURO BENC	H V-BAR, (11-1/2" X 5")	2.00	40.00	Loau			TCCCIVEU DY	7
8684053	 	ER, 1/4", STN. STL.	16.00	320.00					
8703049	LOCK WASH	ER, 1/4", STAINLESS STL.	16.00	320.00					
8383275	 	CREW, 1/4"-20 X 2-3/4", BUTTON HD,	6.00	120.00					
8385100		CREW, 3/8"-16 X 1" BUTTON HD,	4.00						_
8685100	1	ER, 3/8", STAINLESS STL.		80.00					
8705068	 	ER, 3/8", STAINLESS STL.	4.00	80.00		***************************************			
8124275	+	IAGE, 1/4"-20 X 2-3/4", STAINLESS STL.	4.00	80.00					
8155036	 	"-20, STAINLESS STL.	6.00	120.00					
8037450	 		6.00	120.00					
8403125	 	TI KWIK BOLT TZ 1/2" X 4-1/2" STN.	4.00	80.00					
1106040	1	REW, 1/4"-20 X 1-1/4", BUTTON HD,	4.00	80.00	-				
1107020	 	27, TAMPER PRUS	1.00	20.00					
	 	Z", TAMPER-PRUF, #61190	1.00	20.00					
1106030	BIT, TORX T-	25, :AMPER-PRUF	1.00	20.00				ļ	
COMMENTS	:								
	U.N.O.	TOUCH UP PAINT REQUIREM	ENT IS _						

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QTY Ordered	Part Number	Part Description			Color \	/erfication:			<u>By:</u>
20.00	20953-121	TRASH CAN, 44 GAL., RECTANGULAR V STAINLESS STEEL ANCHORS	W HARD RUB	BER LINER					<u>Dy.</u>
					Married Control		***************************************		
		Components	AND DESCRIPTION OF THE PART OF THE PART			Counted	Checked		
Part Number	Description		QTY /Unit	QTY Total	Load	By	By	Customer Rece	eived By
37758-00	TRASH CAN	ASSEMBLY, 44 GAL.	1.00	20.00					
		Hardware							
Part Number	Description		QTY /Unit	QTY Total	Load	Counted By	Checked By	Customer Received by	Ship Direct
1115016	RUBBER DR	UM, 44 GAL; (VERIFY FIT)(BLACK)	1.00	20.00					1 🗆
8037450	ANCHOR HII	LTI KWIK BOLT TZ 1/2" X 4-1/2" STN.	4.00	80.00					
A 100 - 100	and the second s	Many Court of the						L	J

CO	nnn.		TC.
CC	IVIIV	11-1	110.

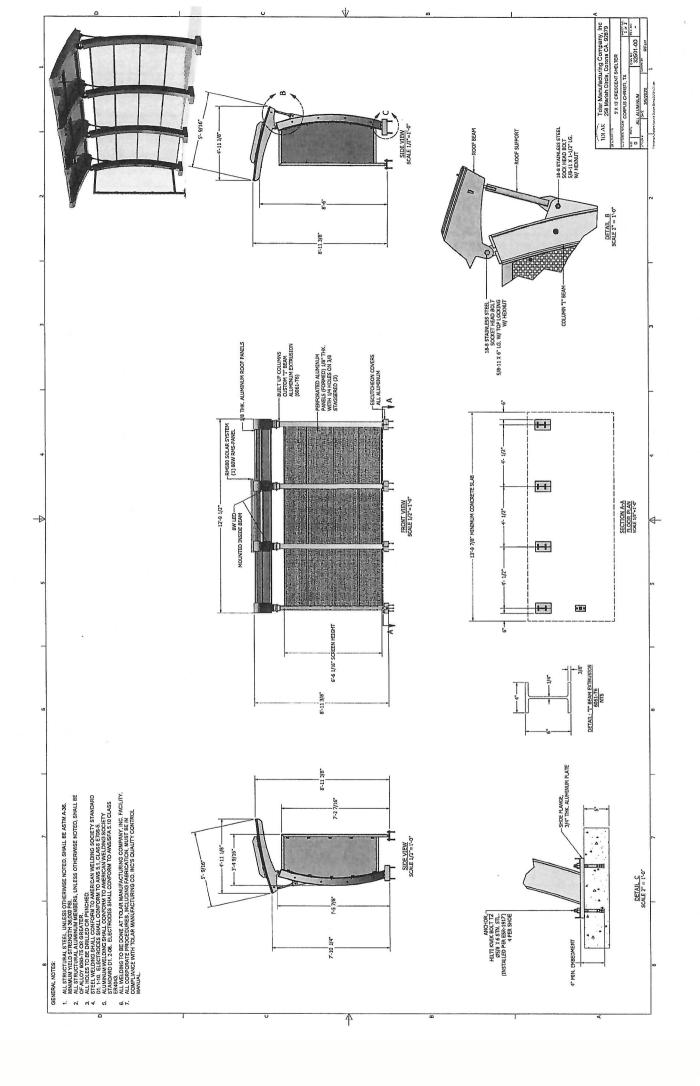
U.N.O. TOUCH UP PAINT REQUIREMENT IS ______

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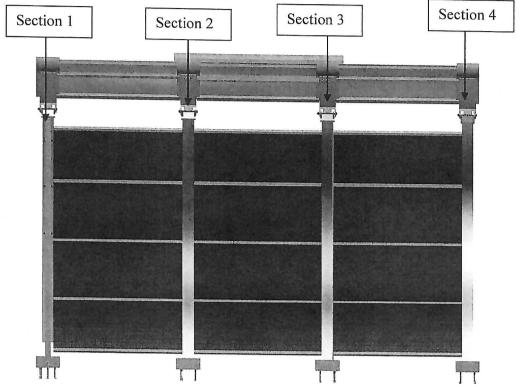
REV. 09/15/2015

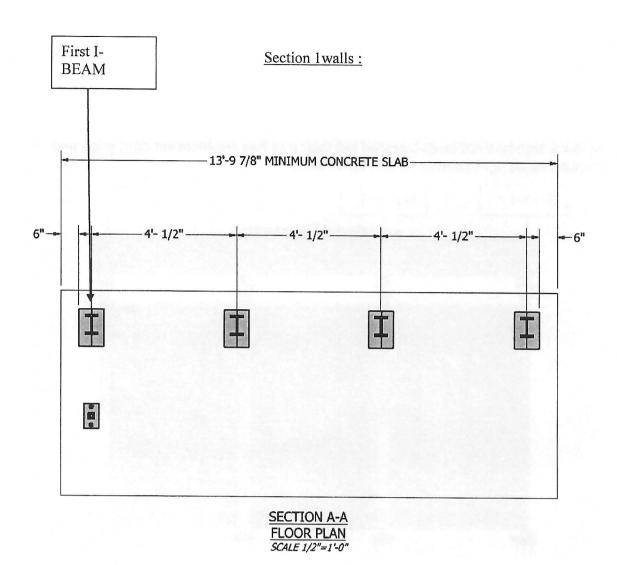
Page 4 of 4

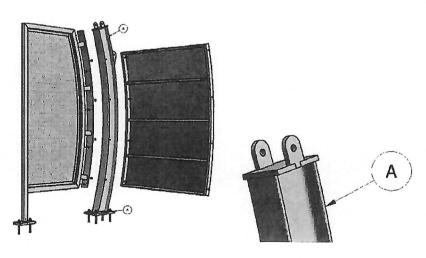


Before proceeding: this shelter is designed to be stood up from left to right following the floor plan below. Each I-beam post unit is modular and is to be built in sections accordingly with each screen placed and fastened before proceeding the the next I-beam.

Each section will be explained on a separate page along with the floor plan. The roof beams will be installed last as they have electrical wiring that has been pre-installed by tolar mfg for the 8w round leds. Please note the electrical for the e-ink sign has not been installed but tolar mfg has pre-installed cord grips and provided liquid tight conduit for this application.







1. Each I-beam is to be evenly spaced at 4'-1/2" from center to center Do not being step 2 unto all of step 1 has been completed This will ensure the easiest installation of the shelter.

Step a:

First mark off holes where I-beam is to be placed be sure to follow floor plans 6" from edge of concrete to edge of shoe rule when installing this beam.

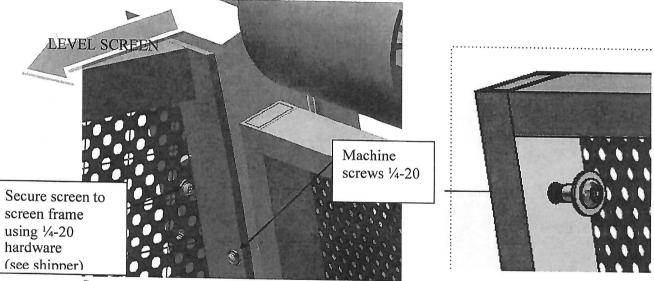
Drill holes with hammer drill and install the 5/8 dia anchors. Do not fully tighten as adjustments may be needed.

Step b:

next slide the end screen shoe weldment (this shoe is 5 x 2 and has 2 anchoring holes) into the screen weldment (screens has a formed flat bar attachment with 10 mounting holes) after the shoe has been slide on attach the screen to the I beam in the pre-drilled holes using (1/4-20 x 1" machine screws qty 10)

Section 1 walls continued:

Pictured below is the screen attachment hardware for clarity:
Installer will choose which end to install the end screen to the i-beam
Installer is to use the holes in the rear screens formed flat bar to mark where he will drill 5/16 hole through the i-beam. Level the screen before drilling out the holes
Use the ½-20 machine screws with the flat washer lock washer and hexnut to secure to the lips of each end of the ibeam.



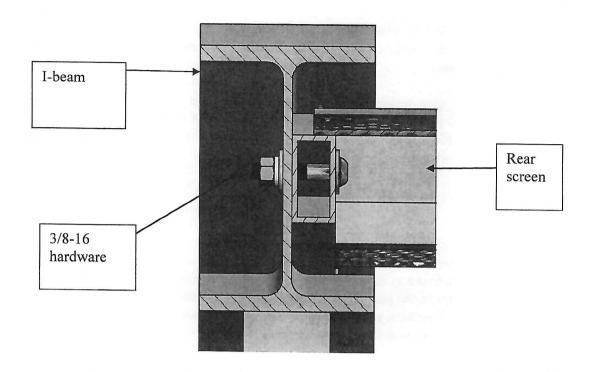
Step c:

After the end screen has been installed its time to start with installed section 1's rear screen (each screen is identical)

Using the provided machine screws tolar part number 8385201 (7/32 hex bit provided as well) (3/8-16 x 2") accompanied by a flat washer, lock washer, and hexnut

Secure the end screen (continue to leave the hardware semi-loose as adjustsments may be neded between I-beams

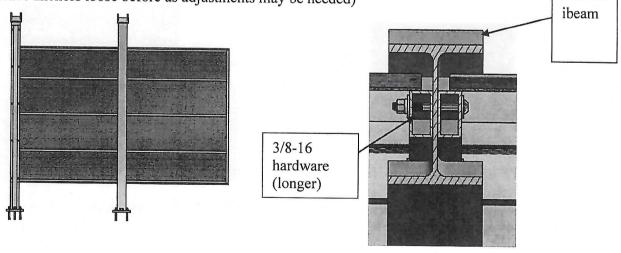
Section view shown below for clarity:

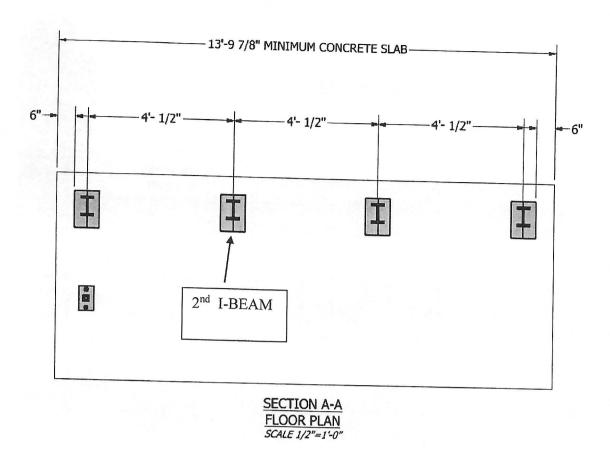


Section 2 walls:

Step d:

Now bring the next I-beam proceed to mark off holes and pre-drill anchors (same as before leave anchors loose before as adjustments may be needed)

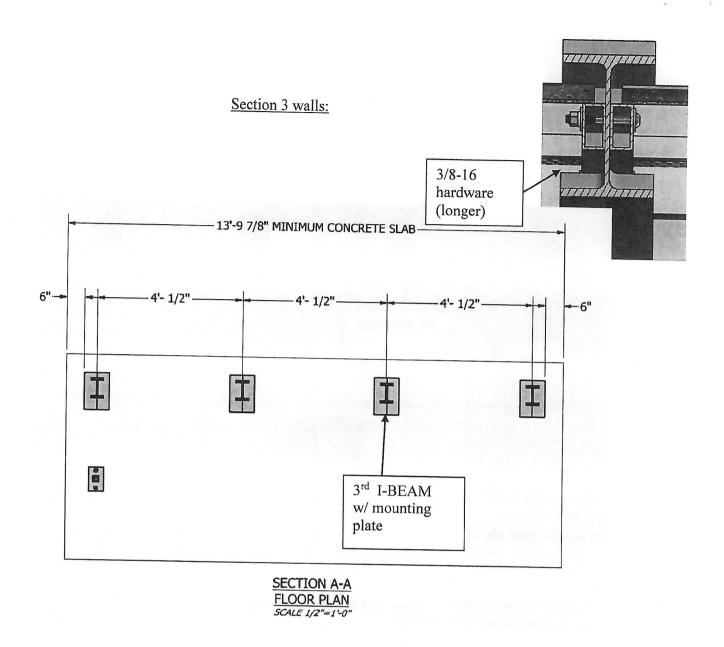




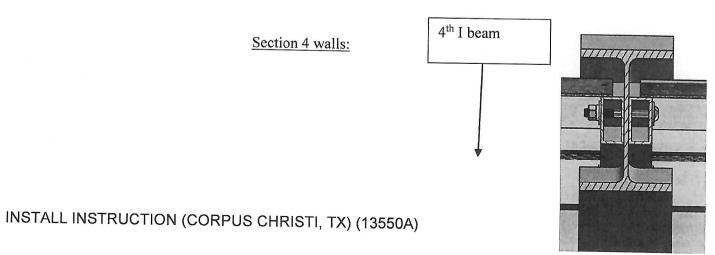
Please note for the 2^{nd} & 3^{rd} I-beams, the rear screen hardware is longer (3/8-16 x 3") See section view above for clarity.

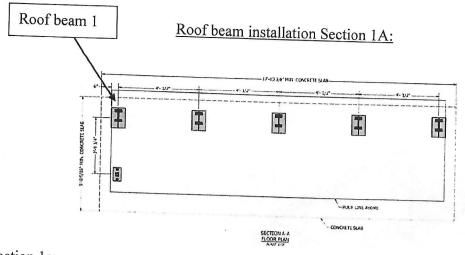
Step e:

Continuing on: brind the 3rd i-beam and pre-drill holes and slide in place (use previous steps as use pictures below as reference)

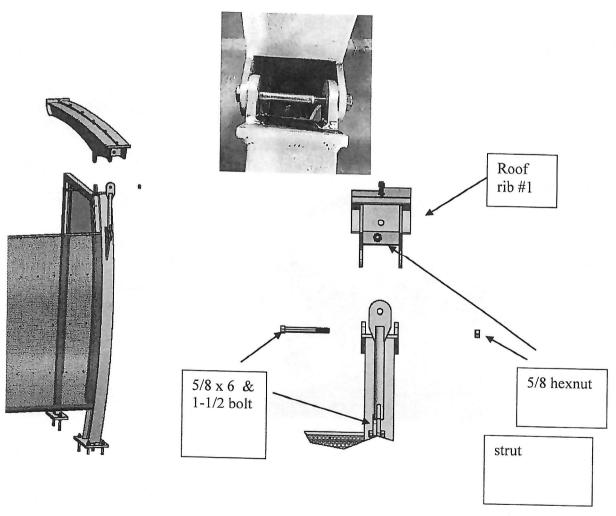


This I beam will have holes also at the top plate where later liquid tight conduit for the e-ink sign will pass thru



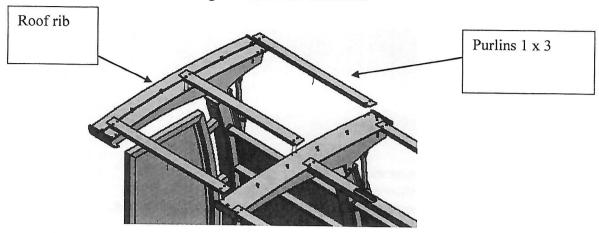


Section 1a: step a: lower the roof beam onto the post as shown below to secure the roof beam use the strut as shown below along with the 5/8 x 6 tolar part # 8089555 (keep in mind all roof beam securement hardware is 5/8) along with 5/8 hexnut. To secure the strut to the ibeam ues a 5/8 x ½ bolt (use this bolt for both connections



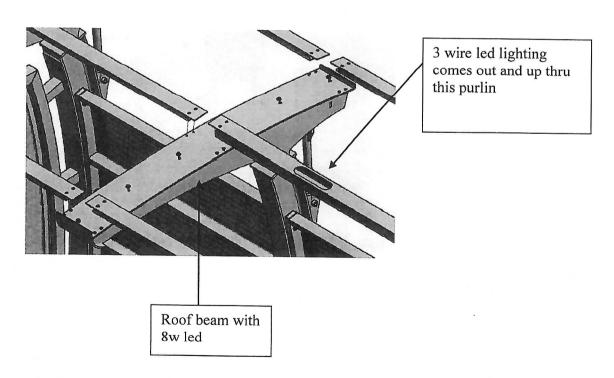
Section 1a continued

Step b: next lower the purlins (3 x 1 alum. Tube) onto the as shown below secure the purlins using flat head Phillips machine screws (2 per connection) $(1/4-20 \text{ x } \frac{1}{2})$ the roof beams will be pre-tapped for $\frac{1}{4}-20$. The center 3 beams will have electrical wiring for the 8w lights see below electrical wiring schematic for reference.



Step c:

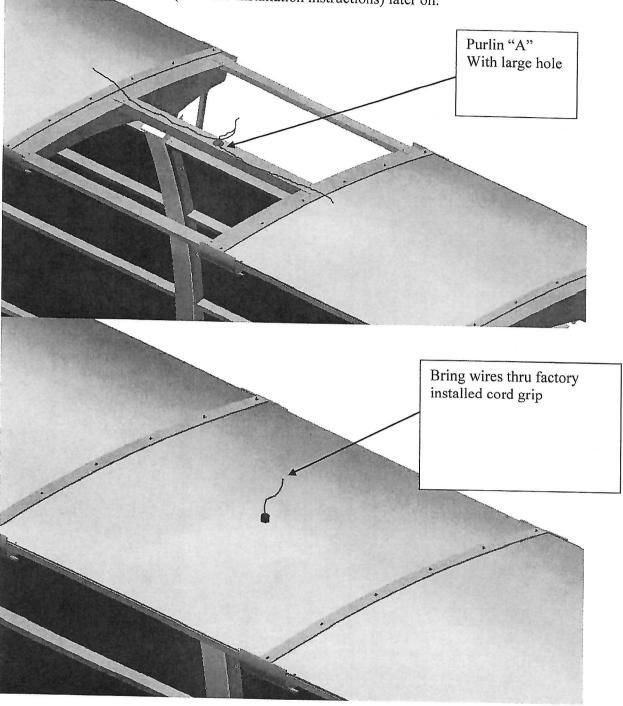
important Bring all wires thru 2 x 3 purlin with large "pill" shaped cut out
This is where the majority of the wiring will be done before lowering the roof panels
Note: install will also use this pull shaped purlin to bring the antenna coaxial cable for the Eink sign thru the roof panel with double cord grips and down into this purlin and then thru the
center roof beam followed by bring the coxial cable out through the center beams rear opening
(this beam has a pre-installed cord grip) shown below (pg 14)



Section a2

Ccenter beam installation:

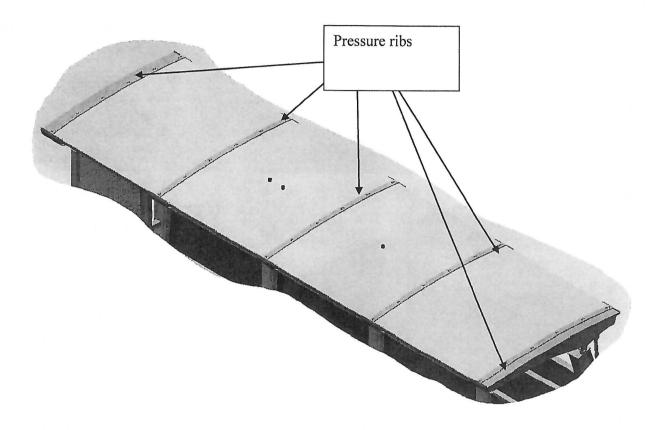
This purlin (A) will only need to bring up two set of wires for each 8w light which will be connected to the solar ecm (see solar installation instructions) later on.

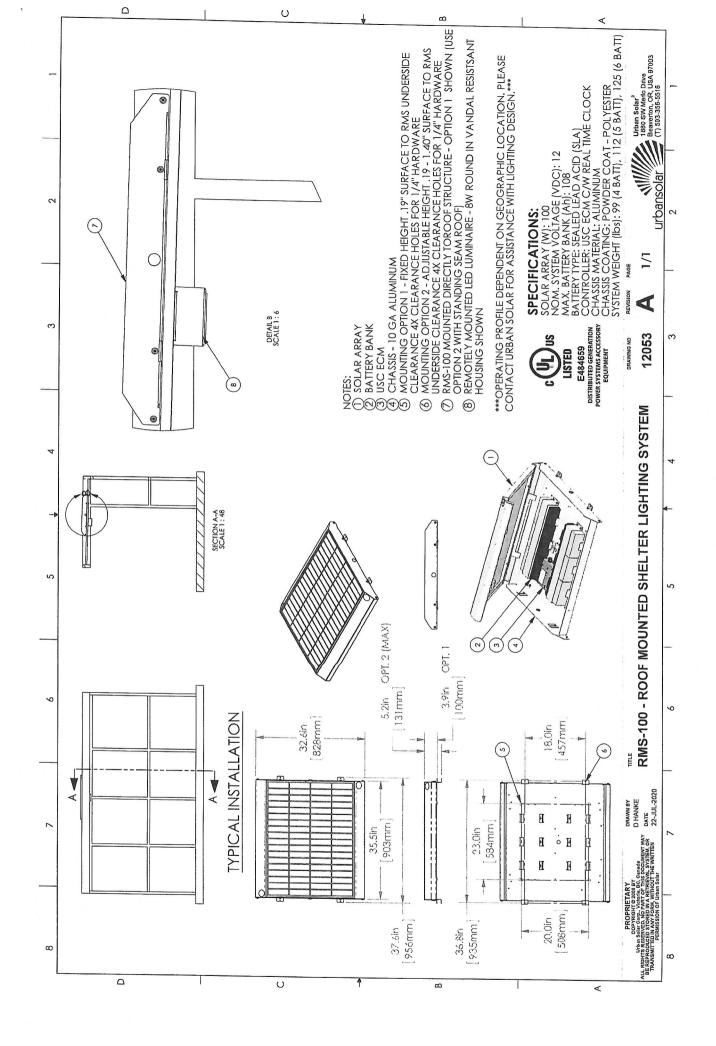


Finishing roof installation:

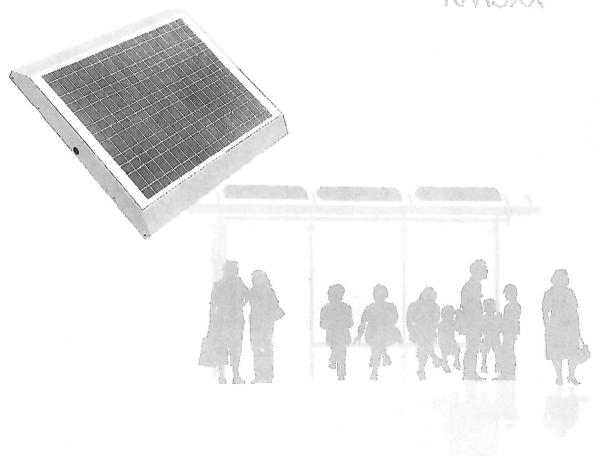
finish the roof assembly by placing the pressure ribs with rubber gasket over the roof beams with studs (secure using ½-20 flat washer w/ neoprene seal and ½-20 hex-nut 6 per pressure rib

Verify shelter is level and tighten all hardware





PV-Shelter RMSxx





REV 14-10-27

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.

A DANGER

HAZARD OF BURNS, EXPLOSION, FALLING OR FALLING EQUIPMENT

- Apply appropriate personal protective equipment (PPE) and follow all local worplace safety regulations.
- This equipment must only be installed by a qualified person.
- Remove all jewelry before working with or near batteries.
- Do not short circuit batteries.
- Do not alter factory wiring.
- Do not smoke while installing or servicing this product.
- Secure all tools from falling while working overhead.
- Install batteries only after securing this to product in its intended location.
- Replace all covers, doors, or access panels after installing or servicing this product.

Failure to follow these instructions will result in death or serious injury.

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.



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 \sim 30 minutes after sunset (civil twilight).

RMSxx Components

All of the required wiring harnesses and hardware are included.

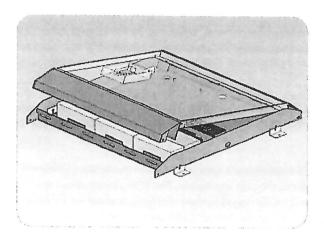


figure 1. Power module with batteries, ECM, and solar module



Installation

A DANGER

HAZARD OF BURNS, EXPLOSION, FALLING OR FALLING EQUIPMENT

- Apply appropriate personal protective equipment (PPE) and follow all local worplace safety regulations.
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- Replace all covers, doors, or access panels after installing or servicing this product.

Failure to follow these instructions will result in death or serious injury.

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.

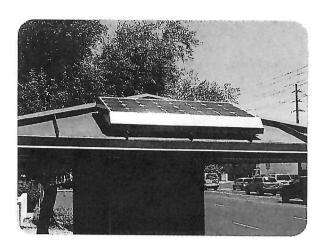


figure 2. Power module mounted on shelter

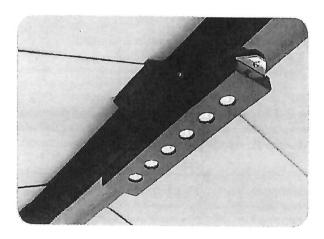


figure 3. LED Luminaire assembly (installed)

Power module mounted on shelter roof

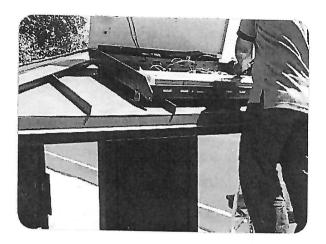


figure 4. Open roof mounted RMS

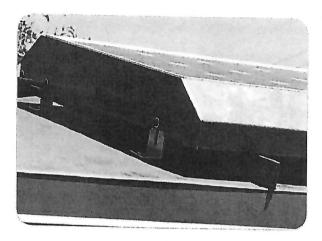


figure 5.

Strip luminaire – mounted on ceiling beam

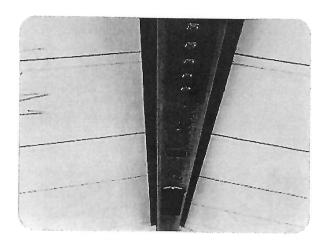


figure 6. Strip luminaire – mounted on ceiling beam

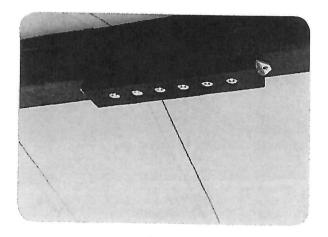


figure 7. Strip luminaire – mounted on ceiling beam

Flush Mount Round Luminaire

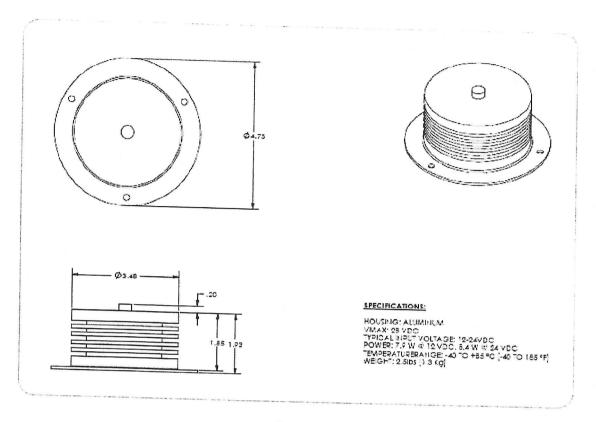


figure 8.

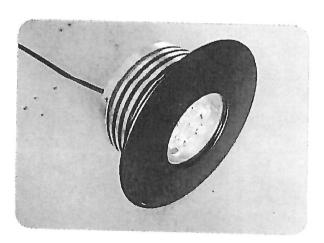


figure 9.

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.

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

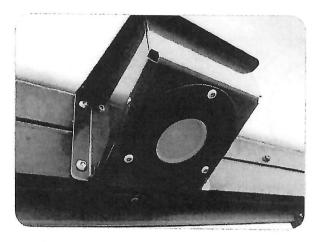


figure 10. Mounting Option 1. Angle Bracket mounted on cross beam above bench.

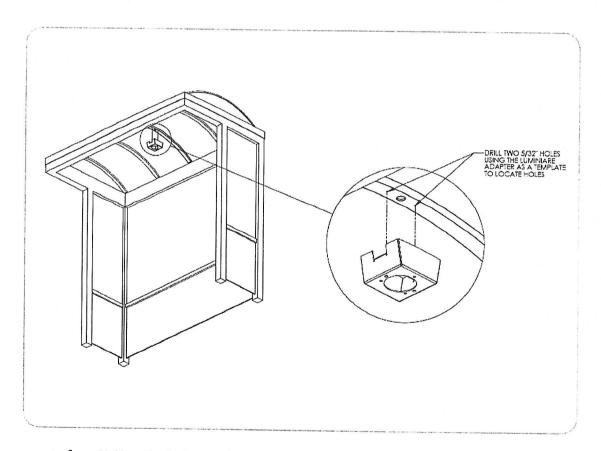


figure 11. Mounting Option 2. Ceiling Mount Bracket with cut out for roof rib. Also available as flush mount.



RMS50 Wiring Schematic

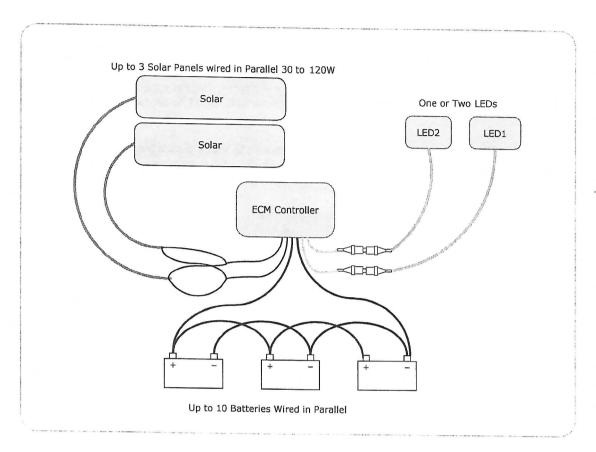


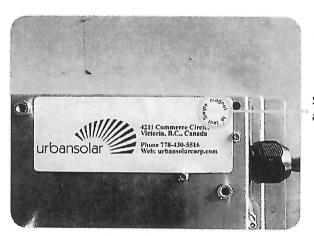
figure 12. Schematic shows typical wiring for the RMS50 with three batteries and two luminaires.

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.)



Swipe a magnet here to activate self-test feature

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.

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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.

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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

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

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urbansolar -

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Appendix A: Warranty

Urban Solar Corporation ("the manufacturer") will warrant, for a period of five (5) years from the date of delivery that all Urban Solar Corp. solar-powered LED shelter lighting systems will comply with published product specifications. Date of delivery shall be defined as the day after the product or system leaves the manufacturers facility. This warranty covers all parts for each entire lighting system installed, excluding batteries, which have a prorated three (3) year warranty. No other warranty is stated or implied. This warranty shall not be assigned without the express written consent of the manufacturer.

The warranty on any replacement products will not extend beyond the five years from original installation date. Please note that the customer is responsible for return of defective products to the manufacturer.

The manufacturer makes no warranties, expresses or implied concerning the goods furnished hereunder other than they shall meet the manufacturer's current sales specifications. Any recommendations made by manufacturer concerning the use, design or application of said goods are believed reliable, but the manufacturer makes no warranty of results to be obtained. The buyer assumes all responsibility and liability for loss or damage resulting from the handling or use of said goods.

Prorated Sattery Warranty

	3.6 Month Prorated Rattery Warranty
0 to 12 months	100% of the original battery purchase price will be refunded or applied to the purchase of a new unit
13 to 24 months	50% of the original battery purchase price will be refunded or applied to the purchase of a new unit
25 to 36 months	25% of the original battery purchase price will be refunded or applied to the purchase of a new unit

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.

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

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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 TOLAR MANUFACTURING COMPANY INC.

TRANSIT SHELTERS | STREET FURNITURE | DISPLAYS & DIRECTORIES | TRANSIT SOLAR LIGHTING 258 Mariah Circle, Corona, CA USA 92879-1751 | 800-339-6165 | 951-808-0081 | www.tolarmfg.com



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

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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 ion 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.

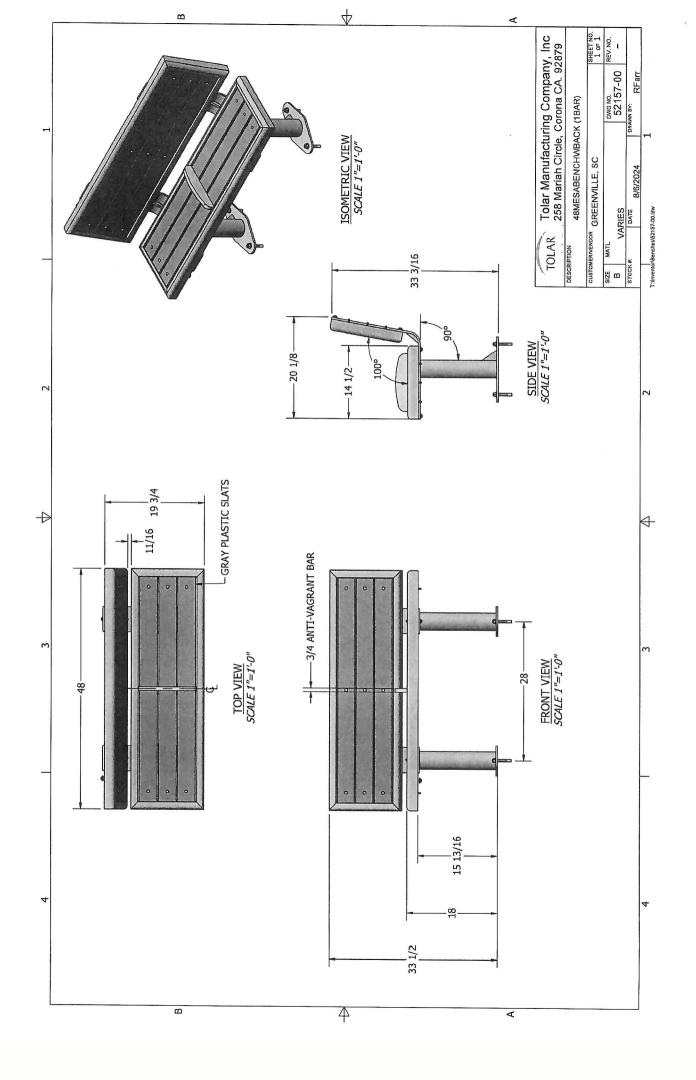
B. INSTALLATION

- 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.

TOLAR MANUFACTURING COMPANY INC.





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 TOLAR MANUFACTURING COMPANY INC.



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.

TOLAR MANUFACTURING COMPANY INC.



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 ion 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.

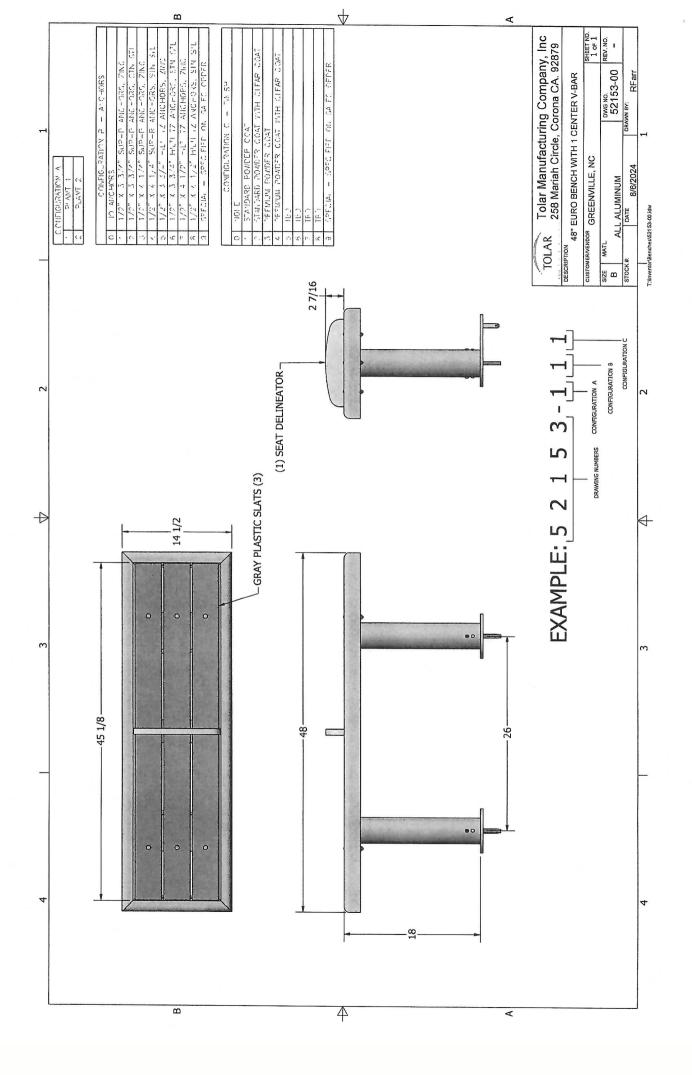
B. INSTALLATION

- 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.

TOLAR MANUFACTURING COMPANY INC.





PRODUCT SPECIFICATIONS

ECOSEAT TRANSIT BENCH TOLAR MODEL 33044-02

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.

TOLAR MANUFACTURING COMPANY INC.



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.
- 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

TOLAR MANUFACTURING COMPANY INC.



(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.

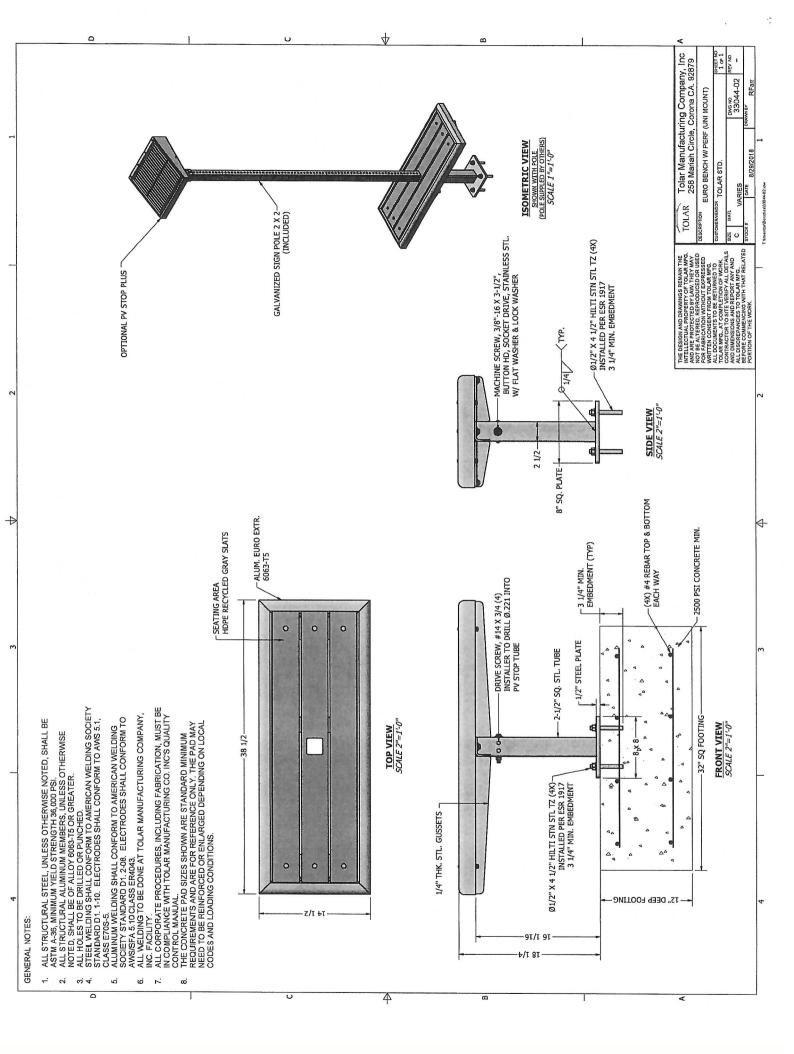
B. INSTALLATION

- 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.

TOLAR MANUFACTURING COMPANY INC.





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)

TOLAR MANUFACTURING COMPANY INC.



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. 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 uniwelded 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

TOLAR MANUFACTURING COMPANY INC.



(Inorganic) Zinc-Rich Primers by Solvent Rub

III. EXECUTION

A. SHIPPING AND STORAGE

- 1. Products are packaged and crated for delivery ion 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.

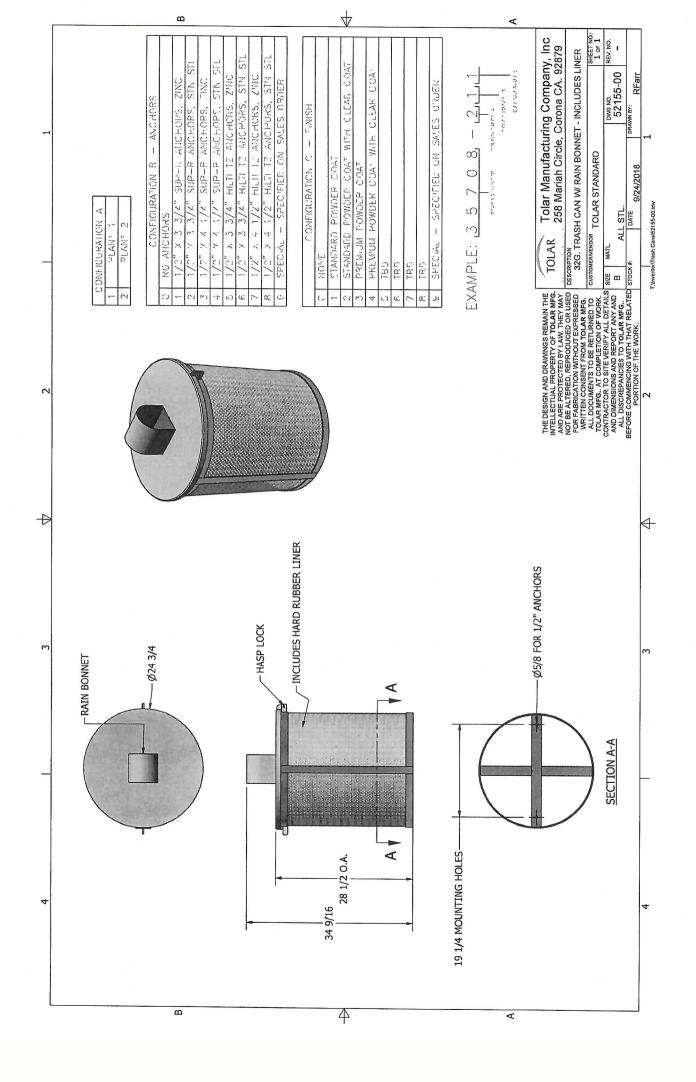
B. INSTALLATION

- 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.

TOLAR MANUFACTURING COMPANY INC.





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)

TOLAR MANUFACTURING COMPANY INC.



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. 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.

TOLAR MANUFACTURING COMPANY INC.



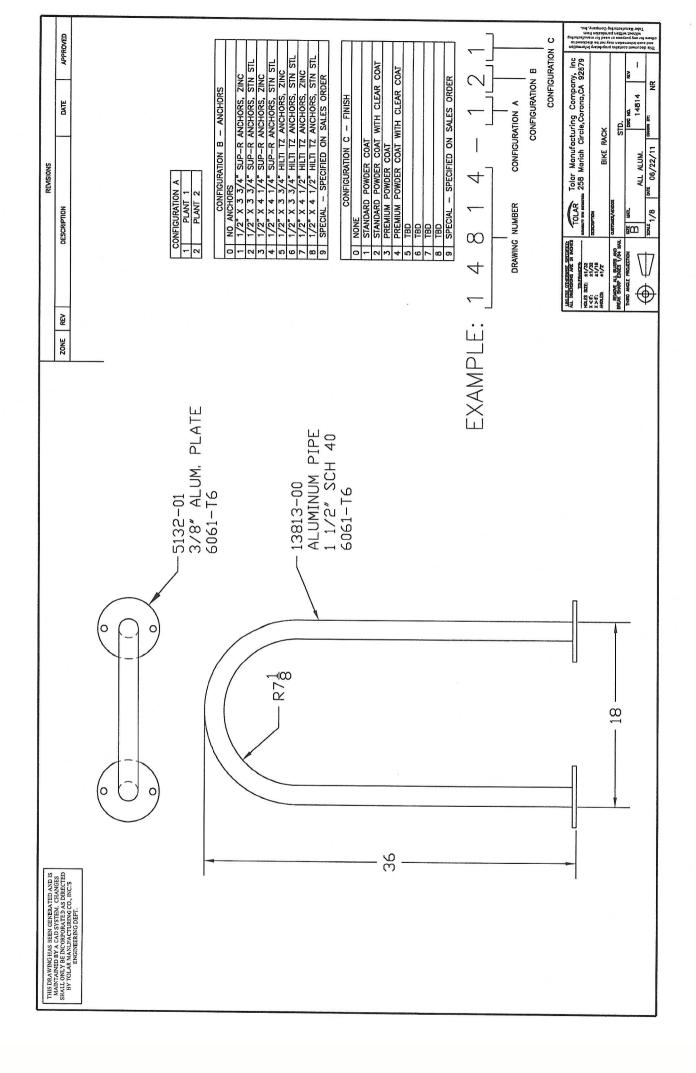
B. INSTALLATION

- 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.

TOLAR MANUFACTURING COMPANY INC.





Color Card

RAL 1000 9840-12040R

Green Beige



RAL 1005 9840-11998R Honey Yellow



RAL 1013 9840-11914R Oyster White



RAL 1018 9840-11955R Zinc Yellow



RAL 1024 9840-1199SR Ochre Yellow



RAL 1034 9840-12003R Pastel Yellow



RAL 2003 9840-2467R Pastel Orange



RAL 2011 9840-2465R Deep Orange



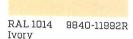
RAL 3003 9940-30205R Ruby Red



RAL 1000 9840-12040R Green Beige



RAL 1006 9840-11976R Maize Yellow



RAL 1019 9840-11916R Grey Beige



RAL 1027 9840-12009R Curry



RAL 1037 9840-12004R Sun Yellow



RAL 2004 9840-2461R Pure Orange



RAL 2012 9840-2460R Salmon Orange



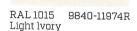
RAL 3004 9840-30195R Purple Red



RAL 1002 9840-11993R Sand Yellow



RAL 1007 9840-11994R Daffodil Yellow





RAL 1020 9840-11972R Olive Yellow



RAL 1028 9840-11928R Melon Yellow



RAL 2000 9840-2466R Yellow Orange



RAL 2008 9840-2473R Bright Red Orange



RAL 3000 9940-30198R Flame Red



RAL 3005 9840-30191R Wine Red



RAL 1003 9840-11990R Signal Yellow



RAL 1011 9840-11991R Brown Beige



RAL 1016 9840-11963R Sulfur Yellow



RAL 1021 9840-12005R Rapeseed Yellow



RAL 1032 9840-12002R Broom Yellow



RAL 2001 9840-2469R Red Orange



RAL 2009 9840-2462R Traffic Orange



RAL 3001 9840-30193R Signal Red



RAL 3007 9840-30222R Black Red



RAL 1004 9940-11997R Golden Yellow



RAL 1012 9840-12001R Lemon Yellow



RAL 1017 9840-12010R Saffron Yellow



RAL 1023 9940-11910R Traffic Yellow



RAL 1033 9840-12000R Dahlia Yellow



RAL 2002 9840-2468R Vermilion



RAL 2010 9840-2464R Signal Orange



RAL3002 9840-30200R Carmine Red



RAL 3009 9840-30211R Oxide Red

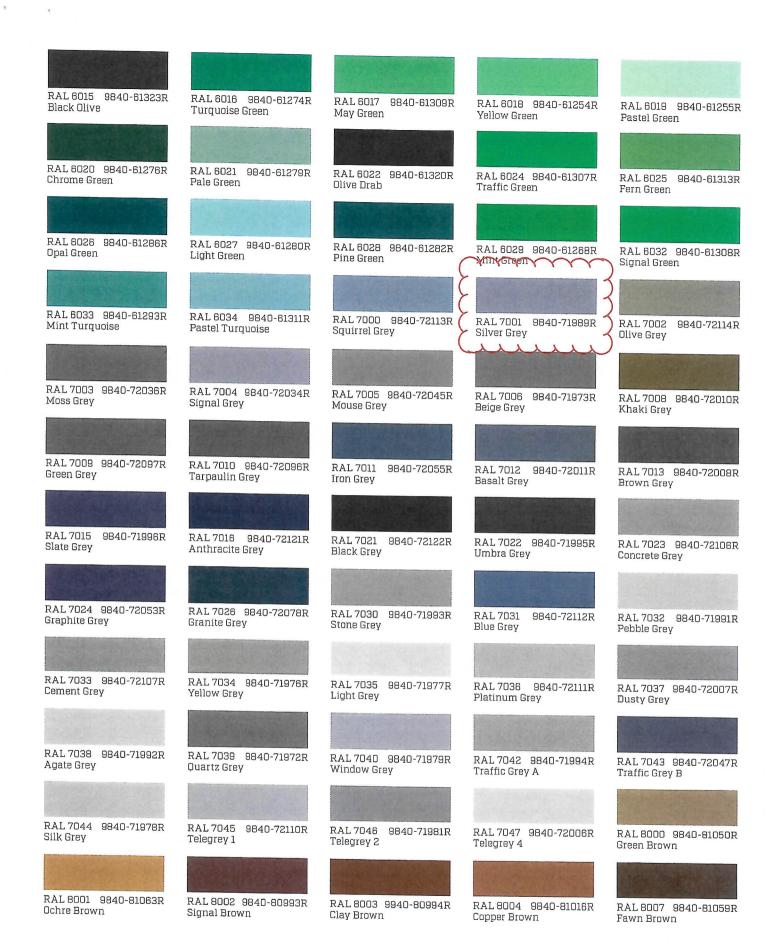
tolarmfg.com

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RAL 8008 9840-81001R Olive Brown



RAL 8016 9840-81039R Mahogany Brown

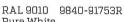


RAL 8024 9840-80987R Beige Brown



RAL 9003 9840-91739R Signal White







RAL 8011 9840-80992R Nut Brown



RAL 8017 9840-80957R Chocolate Brown



RAL 8025 9840-80985R Pale Brown



RAL 9004 9840-91793R Signal Black



RAL 9011 9840-91747R Graphite Black



RAL 8012 9840-81060R Red Brown



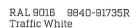
RAL 8019 9840-81018R Grey Brown



RAL 8028 9840-80968R Terra Brown



RAL 9005 9940-91748R Jet Black

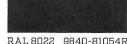




RAL 8014 9840-80964R Sepia Brown



Black Brown



RAL 9001 9840-91744R

Cream



RAL 8022 9840-81054R



RAL 8023 9840-81058R Orange Brown

RAL 8015 9840-81007R

Chestnut Brown



RAL 9002 9840-91728R Gray White



RAL 9006 9841-01492R RAL 9007 9841-01493R White Aluminum Grey Aluminum



RAL 9017 9840-91743R Traffic Black



RAL 9018 9840-91757R Papyrus White

ADDITIONAL POWDER COLORS

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



PT70-E6602 BL Bronze



PSZ7-60001 Sparkle Silver



JSF3-V0001 Powdura 4000 Anodized Clear

Tolar Manufacturing - Standard RAL Color Deck

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.



PROUDLY FINISHED WITH SHERWIN-WILLIAMS. COATINGS

 $\hbox{@ 2024 The Sherwin-Williams Company GI-1648150 8/24}$



WARRANTY: LIMITATION OF LIABILITY

Tolar Manufacturing Co., Inc. warrants the products and materials manufactured by it, when properly assembled and installed, to be free from defects in materials and workmanship, when under normal use and service, for the expected lifetime of the product. If any products or materials manufactured by Tolar Manufacturing Co., Inc. are found to be defective upon inspection after shipment to Tolar Manufacturing Co., Inc. at sender's cost, Tolar Manufacturing Co., Inc. will repair or replace, at its sole option, the defective products or materials, subject to the following conditions:

- A. Tolar Manufacturing Co., Inc. is notified in writing within the applicable warranty period of any product or material defect;
- B. The product or material is returned to Tolar Manufacturing Co., Inc. at sender's expense;
- C. The product or material has not been misused, abused or improperly maintained by the user;
- D. This offering excludes glazing, electronic components, illumination components and powder coat finish (*)
 - Powder coat finish is warranted for a period of five (5) year against fading or lifting
 - The solar illumination systems are warranted for five (5) years with the exception of the batteries, Batteries for solar illumination are warranted for five (5) years with the following criteria: 100% years 1, 2 and 3 100%, 25% year 4 and 10% year 5.
- E. The product or material has been installed in compliance with Tolar's installation instructions and not been repaired or altered except by written authorization of Tolar Manufacturing Co., Inc.; and
- F. The defect is not attributable to vandalism or normal wear and tear.

The limited warranty herein described constitutes the entire obligation of Tolar Manufacturing Co., Inc., and the maximum liability of Tolar Manufacturing Co., Inc. is limited to the purchase price of each defective product or material. No other warranties, whether express, implied or statutory, including warranties of fitness for a particular purpose or merchantability, are given and all such warranties are hereby expressly disclaimed. In no event shall Tolar Manufacturing Co., Inc. be liable for any consequential, indirect, incidental or special damages of any nature whatsoever arising from the sale or use of its products or materials. Tolar Manufacturing Co., Inc. shall have no further liability or obligation whatsoever to any distributor or any other person or entity with respect to Tolar Manufacturing Co., Inc. products or materials other than the obligations expressly set forth above.

LABOR CONSIDERATION

If Tolar Manufacturing Co., Inc., in its sole discretion, determines that an authorized Tolar Manufacturing Co., Inc. distributor or repair facility shall perform the warranty work, Tolar Manufacturing Co., Inc. will pay a specified labor amount for repair or replacement as determined and approved by Tolar Manufacturing Co., Inc. service department before any such work has started, and in accordance with the coverage periods.

STARTING DATE

The STARTING DATE shall be determined as that date which can be verified to Tolar Manufacturing Co., Inc.'s satisfaction as the product installation date, or, if not verified, then the date on which the product was shipped by Tolar Manufacturing Co., Inc. to the original purchaser.

ADDITIONAL RESPONSIBILITIES OF TOLAR MANUFACTURING CO., INC. MANUFACTURING CO, INC

Tolar Manufacturing Co., Inc. will provide, or make available from its factory, such information or instruction as is needed to install, service, operate, and maintain its products.

Tolar Manufacturing Co., Inc. will provide the replacement parts or materials, freight prepaid, and reimburse distributor for freight charges on returned components, which are warranted.

Tolar Manufacturing Co., Inc. will make every attempt to respond to warranty claims within sixty (60) days after the receipt of written request as stated in the WARRANTY: LIMITATION OF LIABILITY reference A.

PRODUCT INSTALLER RESPONSIBILITIES

Installer is responsible for installing the product in accordance with the Tolar Manufacturing Co., Inc. specifications and installation instructions. Installer is responsible for keeping such records as are necessary to locate the product and determine its installation date.

PRODUCT OWNER RESPONSIBILITIES

Owner is responsible for communication expenses, meals, lodging, and incidental costs incurred by the owner or employees of the owner as a result of warrantable failure.

Owner must give notice of a warranted failure and deliver the product to a Tolar Manufacturing Co., Inc. Authorized Distributor or to the Tolar Manufacturing Co., Inc. service department in Corona, CA.

ADDITIONAL WARRANTY LIMITATION

Tolar Manufacturing Co., Inc. is not responsible for products, which have failed as a result of owner or operator abuse or neglect, such as lack of maintenance, vandalism, product alteration, overload, accident, or other causes beyond its control.

Tolar Manufacturing Co., Inc. does not warrant the product when it is used with accessories not approved by Tolar Manufacturing Co., Inc. or when other than genuine Tolar Manufacturing Co., Inc. replacement parts have been installed on the product.

Tolar Manufacturing Co., Inc. does not warrant accessories supplied by Tolar Manufacturing Co., Inc., which bear the name of another company, beyond the warranty provided by that company.

Tolar Manufacturing Co., Inc. does not warrant the paint finish if documentation cannot be provided as to the cleaning frequency of the product painted and the product has not been cleaned with a cleaner approved by Tolar Manufacturing Co., Inc. or if the product has been damaged due to etching, graffiti or other vandalism. Product cleaning and maintenance should be in compliance with AAMA 609/610.

Tolar Manufacturing Co., Inc. shall not be responsible for expenses due to owner's requirements, inspections, or modification of components, or other handling requirements.

Tolar Manufacturing Co., Inc. shall not be responsible for parts returned without prior authorization or without proper identification, including claimant's name and Tolar Manufacturing Co., Inc. claim number.

WARRANTY CLAIM PROCEDURES

HOW TO MAKE A CLAIM

To make a claim under this WARRANTY, the product must be taken to an authorized Tolar Manufacturing Co., Inc. distributor, and the distributor shall write directly to the Tolar Manufacturing Co., Inc. Service Department, 258 Mariah Circle, Corona, CA, 92879.

Emergency claims can be handled by calling the Tolar Manufacturing Co., Inc. Quality Assurance Department t at (800) 339-6165 and provide subsequent written notification.

For a claim to be considered it must contain adequate documentation which states product modes, starting date, Tolar Manufacturing Co., Inc. serial number as shown on the serial tag installed on the product, where and how used.

These warranties are the sole warranties of Tolar Manufacturing Co., Inc. Manufacturing Company, Inc. There are no other warranties express or implied.



QUALIFICATIONS OF STAFF

Gary Tolar - President

Gary began his career in the fabrication business in 1970 as an American Welding Society (AWS) certified welder for Century Plastics. Over the next several years, he expanded his knowledge of the fabrication industry to include the operation of fabrication machinery, reading blueprints and architectural drawings, and purchasing. Gary eventually became Vice President of Manufacturing for a major Southern California fabricator. Gary is the founder of Tolar Manufacturing Company, Inc., and maintains executive management of all company functions, including customer service, quality control, operations, finance, sales, purchasing, engineering, and human resources.



Patrick Merrick - Executive Vice-President

Patrick began his tenure with Tolar in 2001, bringing a diverse resume that included four years supervising public transportation with responsibility for transit marketing and passenger amenities. His experience included working with nonprofit agencies that deal with public agencies, and 15 years in retail management. This experience, and his long-term tenure at Tolar, has allowed Patrick to develop a complete understanding of the manufacturing process and a thorough knowledge of the transit industry. This gives him the ability to anticipate customer needs and fulfill them. Patrick is responsible for the sales, marketing, customer service and product development functions of the company, and he maintains OEM relationships. His focus is serving the needs of our current and prospective customers by listening to their needs and communicating their vision in a clear manner to all departments within our company.



Scott Williams - Business Development Manager

Scott joined the company in 2015 and provides our customers with extensive transit and public procurement expertise. Prior to joining Tolar, Scott served as Vice President for Business Development at Keolis Transit America where he developed long term customer relationships, managed the public procurement compliance process, and implemented solutions for transit agencies across the country. His experience providing proactive and responsive service helps Tolar customer agencies achieve a positive public image through the purchase, design, and production of public transit shelters and passenger amenities that enhance the communities they serve. Scott is responsible for sales and project management for new and existing Tolar customers in the transit and public agency marketplace.



<u>George Golden – Controller</u>

George is a Certified Public Accountant (CPA) with over 30 years' experience in financial management. For the past 14 years, George has been Controller/Chief Financial Officer for companies in the automotive industry as well as in the collection industry. George has also been a partner in a local CPA firm as well as owned his own accounting firm for 20 years. George holds a Bachelor of Science degree in Business Administration with emphasis in accounting, and currently oversees all financial responsibilities for Tolar, including the accounting, purchasing, document control, Human Resources, and IT portions of the company.



Maria Quinn - Human Resources Manager

As the Human Resources Manager, Maria Reports to George Golden, Controller, and is primarily responsible for ensuring the company is in compliance with Federal, State and local employment laws and regulations and providing guidance to operational managers and executive staff in the areas of recruitment and employment, training and



development, labor relations, benefits administration, and the development of a diversity, equality and inclusive organizational culture. Maria has been employed at Tolar Manufacturing for twelve years, and in her career has worked mostly in the manufacturing environment. She is particularly experienced in managing a diverse workforce, and has exceptional respect for confidentiality. She has been a Director of Human Resources for nearly 30 years, consulting with small business owners on Human Resources, Safety and Workers Compensation.

Gabriel Guzman - Production Manager

Gabriel has risen through the ranks at Tolar and reached his current position as Production Manager with over 15 years of experience in fabrication. Gabriel leads and trains a team of AWS certified welders, sheet metal workers, fabricators, material handlers, assembly workers and quality control staff. Gabriel is responsible for all activities on the production floor including production of quality products that exceed customer expectations, fabricator safety, workplace and environmental compliance, and finally, on-time shipment and delivery of our products to our customers.



Eli Meza - Engineering Manager

Eli joined Team Tolar in 2007 as our lead designer, and his skill set has grown while at Tolar. Eli's previous experience includes 15 years in the automotive industry designing and manufacturing aftermarket parts. His large architectural background is a great asset in his current responsibilities, and contributed to Eli earning the prestigious Autodesk Inventor of the Month award in 2012. This international recognition, for Tolar's use of Inventor, Vault, Publisher, and other CAD tools in our purpose driven designs, would not have been possible without the efforts of Eli and his team. Eli has a wealth of knowledge and experience in engineering systems and design, and has lead teams earning lean manufacturing system improvement, ISO, and AS9100 certifications. Eli leads a seven-



person engineering, design, and quality control team which is responsible for creating designs, renderings, production drawings and work orders based on customer specifications as well as research and development. Eli is also one of three Tolar employees certified by the City of Los Angeles as a Quality Control Inspector.

Sergio Cortez – Quality Control Manager

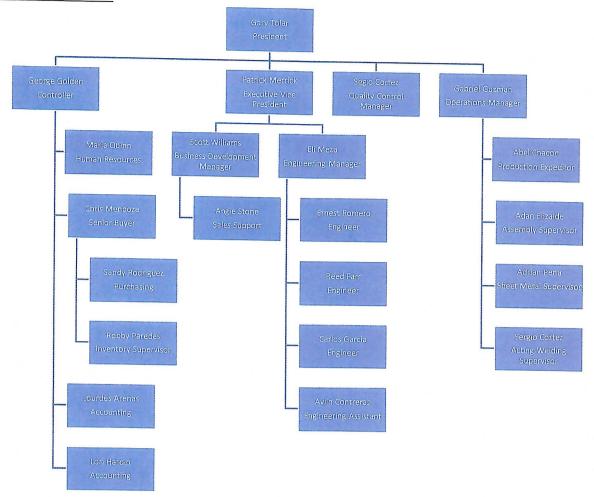
Sergio is a highly skilled fabricator who has shown an ability to take on new challenges, and a strong desire to maintain and improve the quality of Tolar products. Sergio began his service with Tolar in the assembly department in 2003. He quickly advanced to electrical installation, Assembly Supervisor, and Welding Supervisor, before taking on the role of Quality Control Manager. His passion and pride in "making something from nothing" makes him a great asset as he coordinates with all departments on the shop floor, and reports directly to the President to ensure Tolar customers receive the highest quality products. Sergio is an AWS Certified welder, and as Quality Control Manager, Sergio manages the Tolar Quality Assurance Program, and is responsible for quality

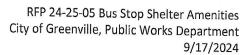


inspections, quality control, routine quality training, and compliance of all departments with the Tolar Quality Systems Manual. Sergio is certified as a Quality Control Inspector under City of Los Angeles, Department of Building and Safety Certified Fabricator License FB24984..



Tolar Organization







CERTIFICATION FORMS

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.]

failure.]
Tolar Manufacturing The Contractor, Company, Inc., 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
Scott Williams, Business Development Manager Name and Title of Contractor's Authorized Official 9/11/2024 Date **Include completed form with submitted proposal**

COG DOC #1196952

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.

<u>Instructions for Certification:</u> 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,

 - . 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: Tolar Manufacturing Company, Inc.	
Signature of Authorized Official:	Date 9/11/2024 /
Name and Title of Contractor's Authorized Official: Scott Williams	
Include completed form with submitted pro	oposal

COG DOC #1196952

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: Tolar Manufacturing Company, Inc.
Name: Scott Williams
Title: Business Development Manager
Printed Name: Scott Williams -/
Printed Name: Scott Williams Signature: Supplies
Date: 9/11/2024
Certificate of Noncompliance with Buy America Steel or Manufactured Products Requirements
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.
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.
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:
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:
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:
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: Title: Printed Name:
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: Title: Printed Name: Signature:
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: Title: Printed Name:
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: Title: Printed Name: Signature:

Include completed form with submitted proposal

COG DOC #1196952



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Contractor Reference Information

1.	Company name: SEE REFERENCES LIST ATTACHED	
	Contact person:	
		Phone No.
2.	Company name:	
		Phone No
3.	Company name:	
		Phone No

Include completed form with submitted proposal

COG DOC #1196952

29



TOLAR REFERENCES



Agency:	Blacksburg Transit
Location:	Blacksburg, VA
Contact:	Debbie Swetnam
Title:	Regulatory Manager
Email:	dswetnam@blacksburg.gov
Phone:	540-443-7100, ext. 2052
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity



Agency:	Capital Area Rural Transportation System	
Location:	Austin, TX	
Contact:	Lyle Nelson	
Title:	Chief of Staff	
Email:	lyle@ridecarts.com	
Phone:	512-505-5601	
Project Type:	Standard Bus Shelters	



Agency:	Capital Area Transportation Authority
Location:	Lansing, MI
Contact:	Kai Christiansen
Title:	Service Planning & Scheduling Manager
Email:	kchristiansen@cata.org
Phone:	517-999-2508
Project Type:	Standard Bus Shelters



Agency:	Capital Metropolitan Transportation Authority (Capital Metro)
Location:	Austin, TX
Contact:	Mark Herrera
Title:	Program Manager
Email:	Mark.herrera@capmetro.org
Phone:	512-369-6546
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity



Agency:	Central Florida Regional Transportation Authority (LYNX)
Location:	Orlando, FL
Contact:	Jeff Reine
Title:	Capital Planning Manager
Email:	jreine@golynx.com
Phone:	407-254-6046
Project Type:	Standard Bus Shelters

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Agency:	Central Oklahoma Transportation & Parking Authority (EMBARK)
Location:	Oklahoma City, OK
Contact:	Chip Nolen
Title:	Manager, Scheduling & Short Range Planning
Email:	Chip.nolen@okc.gov
Phone:	405-297-2104
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity



Agency:	Champaign-Urbana Mass Transit District (MTD)
Location:	Urbana, IL
Contact:	Jane Sullivan
Title:	Grants & Government Affairs Director
Email:	jsukivan@mtd.org
Phone:	217-384-8188
Project Type:	BRT/Rail/High Capacity



Agency:	Chapel Hill Transit
Location:	Chapel Hill, NC
Contact:	Matt Cecil
Title:	Transit Development Manager
Email:	mcecil@townofchapelhill.org
Phone:	919-969-4916
Project Type:	Standard Bus Shelters



Agency:	Charlotte Area Transit System	
Location:	Charlotte, NC	
Contact:	Dan Edes	
Title:	Chief Procurement Officer	
Email:	dedes@ci.charlotte.nc.us	
Phone:	704-432-2567	
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity	



Agency:	Citibus
Location:	Lubbock, TX
Contact:	Chris Mandrell
Title:	General Manager
Email:	cmandrell@mylubbock.us
Phone:	806-775-3435
Project Type:	Standard Bus Shelters



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Agency:	Clarksville Transit System
Location:	Clarksville, TN
Contact:	Paul Nelson
Title:	Transportation Manager
Email:	Paul.nelson@cityofclarksville.com
Phone:	931-553-2430
Project Type:	Standard Bus Shelters



Agency:	Concord Kannapolis Area Transit
Location:	Concord, NC
Contact:	L.J. Weslowski
Title:	Transit Manager
Email:	weslowlj@concordnc.gov
Phone:	704-920-5447
Project Type:	Standard Bus Shelters



Agency:	Corpus Christi Regional Transportation Authority (CCRTA
Location:	Corpus Christi, TX
Contact:	Sharon Montez
Title:	Managing Director of Capital Programs
Email:	smontez@ccrta.org
Phone:	361-903-3531
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity



Agency:	Dallas Area Rapid Transit (DART)
Location:	Dallas, TX
Contact:	Jennifer Jones
Title:	Senior Manager Mobility Programs
Email:	jjones@dart.org
Phone:	214-749-2938
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity



Agency:	City of Davenport – CitiBus
Location:	Davenport, IA
Contact:	John Powell
Title:	General Manager
Email:	jpowell@ci.davenport.ia.us
Phone:	563-888-2150
Project Type:	Standard Bus Shelters

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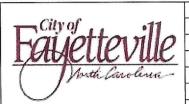




Agency:	Des Moines Area Regional Transit Authority
Location:	Des Moines, IA
Contact:	Keith Welch
Title:	Facilities Manager
Email:	kwelch@ridedart.com
Phone:	515-283-5028
Project Type:	Standard Bus Shelters



Agency:	Central Oklahoma Transportation & Parking Authority (EMBARK)
Location:	Oklahoma City, OK
Contact:	Chip Nolen
Title:	Manager, Scheduling & Short Range Planning
Email:	Chip.nolen@okc.gov
Phone:	405-297-2104
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity



Agency:	Fayetteville Transit
Location:	Fayetteville, NC
Contact:	Juan Laragui
Title:	Transit Manager
Email:	jlarregui@ci.fay.nc.us
Phone:	910-433-1931
Project Type:	Standard Bus Shelters



Agency:	Fresno Area Express
Location:	Fresno, CA
Contact:	Brian Kujawski
Title:	Senior Engineer
Email:	Brian.kujawski@fresno.gov
Phone:	559-621-5629
Project Type:	BRT/Rail/High Capacity



Agency:	City of Gainesville Regional Transit System (RTS)
Location:	Gainesville, FL
Contact:	Matthew Muller
Title:	Transit Planner
Email:	mullermr@cityofgainesville.org
Phone:	352-393-7820
Project Type:	Standard Bus Shelters





Agency:	Gary Public Transit Corporation (GPTC)
Location:	Gary, IN
Contact:	David Wright
Title:	Planning & Marketing Manager
Email:	planningmanager@gptcbus.com
Phone:	219-885-7555 x 204
Project Type:	BRT/Rail/High Capacity



Agency:	Greater Hartford Transit District
Location:	Hartford, CT
Contact:	Mary Bujeaud
Title:	Director of Grants, Procurement & Contract Administration
Email:	mbujeaud@ghtd.org
Phone:	860-380-2024
Project Type:	Standard Bus Shelters



Agency:	Des Moines Area Regional Transit Authority
Location:	Des Moines, IA
Contact:	Keith Welch
Title:	Facilities Manager
Email:	kwelch@ridedart.com
Phone:	515-283-5028
Project Type:	Standard Bus Shelters



Agency:	Go Triangle
Location:	Research Triangle Park, NC
Contact:	Eric Simpson
Title:	Capital Projects Manager
Email:	esimpson@gotriangle.com
Phone:	919-485-7557
Project Type:	Standard Bus Shelters



Agency:	Greensboro Transit	
Location:	Greensboro, NC	
Contact:	Bruce Adams	
Title:	General Manager	
Email:	Bruce.adams@greensboro-nc.gov	
Phone:	336-412-6237	
Project Type:	Standard Bus Shelters	







Agency:	Hillsborough Area Regional Transit (HART)
Location:	Tampa, FL
Contact:	DeWayne Brown
Title:	Project Manager
Email:	brownd2@gohart.org
Phone:	813-384-6567
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity



Agency:	The Interurban Transit Partnership (The Rapid)
Location:	Grand Rapids, MI
Contact:	Maxwell Dillivan
Title:	Senior Planner
Email:	mdillivan@ridetherapid.org
Phone:	616-774-1159
Project Type:	Standard Bus Shelters



Agency:	Jacksonville Transit
Location:	Jacksonville, NC
Contact:	Roy Bredahl
Title:	General Manager
Email:	rbredahl@jacksonvillenc.gov
Phone:	910-938-5037
Project Type:	Standard Bus Shelters



Agency:	Jacksonville Transit Authority
Location:	Jacksonville, FL
Contact:	Andy Rodgers
Title:	Assistant Vice-President – Construction & Engineering
Email:	acrodgers@jtafla.com
Phone:	904-633-8537
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity



Agency:	Knoxville Area Transit
Location:	Knoxville, TN
Contact:	Si McMurray
Title:	Chief Procurement Officer
Email:	smcmurray@katbus.com
Phone:	865-215-7803
Project Type:	Standard Bus Shelters





Agency:	Livermore Amador Valley Transit Authority (LAVTA)
Location:	Livermore, CA
Contact:	Mike Tree
Title:	Executive Director
Email:	mtree@lavta.org
Phone:	925-455-7555
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity



Agency:	Massachusetts Bay Transportation Authority (MBTA)
Location:	Boston, MA
Contact:	Erik Scheier
Title:	Senior Project Manager
Email:	escheier@mbta.com
Phone:	617-899-9116
Project Type:	BRT/Rail/High Capacity



Agency:	Memphis Area Transit Authority (MATA)
Location:	Memphis, TN
Contact:	Gary Crawford
Title:	Program Manager
Email:	gary@memphistransitads.com
Phone:	901-674-7694
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity



Agency:	Merrimack Valley Regional Transit Authority (MeVa)
Location:	Haverhill, MA
Contact:	Dan Flaherty
Title:	Assistant General Manager of Maintenance
Email:	dflaherty@mevatransit.com
Phone:	978-228-0561
Project Type:	Standard Bus Shelters



Agency:	Metropolitan Atlanta Rapid Transit Authority (MARTA)
Location:	Atlanta, GA
Contact:	Ryan VanSickle
Title:	Senior Transit Systems Planner
Email:	rvansickle@itsmarta.com
Phone:	404-848-4151
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity





Ļ		
	Agency:	Metropolitan Transportation Authority
	Location:	Los Angeles, CA
	Contact:	Scott Harwell
	Title:	Transportation Planning Manager
-	Email:	hartwells@metro.net
220000000000000000000000000000000000000	Phone:	213-922-2836
	Project Type:	BRT/Rail/High Capacity
	Email: Phone:	hartwells@metro.net 213-922-2836



Agency:	Montachusett Regional Transit Authority (MART)
Location:	Fitchburg, MA
Contact:	Ryan Josti
Title:	Director of Capital Projects
Email:	Ryan.josti@mrta.us
Phone:	978-665-2250
Project Type:	Standard Bus Shelters



Agency:	Monterey-Salinas Transit (MST)
Location:	Monterey, CA
Contact:	Carl Sedoryk
Title:	General Manager
Email:	csedoryk@mst.org
Phone:	831-899-2558
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity



Agency:	Morongo Basin Transit Authority (MBTA)
Location:	Joshua Tree, CA
Contact:	Mark Goodale
Title:	General Manager
Email:	mark@mbtabus.com
Phone:	760 366-2986
Project Type:	Standard Bus Shelters



Agency:	North Central Regional Transit District (NCRTD)
Location:	Espanola, NM
Contact:	Delilah Garcia
Title:	Transit Operations Director
Email:	delilahg@ncrtd,org
Phone:	506-629-4655
Project Type:	Standard Bus Shelters





Agency:	North County Transit District (NCTD)
Location:	Oceanside, CA
Contact:	Bill Olszanicky
Title:	Service Implementation Manager
Email:	bolszanicky@nctd.org
Phone:	760-966-6591
Project Type:	BRT/Rail/High Capacity



Okaloosa County Transit	
Fort Walton Beach, FL	
Janet Willis	
Transit Coordinator	
jwillis@myokaloosa.com	
850-683-6255	
Standard Bus Shelters	
	Fort Walton Beach, FL Janet Willis Transit Coordinator jwillis@myokaloosa.com 850-683-6255



Agency:	Pinellas Suncoast Transit Authority (PSTA)	
Location:	St. Petersburg, FL	
Contact:	Elizabeth Fazio	
Title:	Project Manager	-
Email:	efazio@psta.net	
Phone:	727-540-1865	
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity	



Agency:	Regional Transportation Commission-Southern Nevada, Las Vegas (RTC)
Location:	Las Vegas, NV
Contact:	Carl Scarbrough
Title:	Manager-Transit Advertising and Facilities
Email:	scarbroughc@rtcsnv.com
Phone:	702-676-1602
Project Type:	Standard Bus Shelters



Agency:	Riverside Transit Agency (RTA)	
Location:	Riverside, CA	
Contact:	Robert Wyman	
Title:	Sr. Facilities/Construction Project Manager	
Email:	rwyman@riversidetransit.com	
Phone:	951-5655190	
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity	





Agency:	Rock Region METRO
Location:	Little Rock, AR
Contact:	Joe Procop
Title:	Procurement Manager
Email:	jprocop@rrmetro.org
Phone:	501-375-6717 Ext. 228
Project Type:	Standard Bus Shelters



Agency:	San Diego County Association of Governments (SANDAG)
Location:	San Diego, CA
Contact:	Dennis Wahl
Title:	Senior Engineer
Email:	dwa@sandag.org
Phone:	
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity



Agency:	San Juaquin Regional Transit District (RTD)
Location:	Stockton, CA
Contact:	Darla Smith
Title:	Facilities Superintendent
Email:	drsmith@sjrtd.com
Phone:	916-548-3286
Project Type:	BRT/Rail/High Capacity



Agency:	Santa Clara Valley Transportation Authority (VTA)
Location:	San Jose, CA
Contact:	Rodrigo Carrasco
Title:	Service & Operations Planning
Email:	Rodrigo.carrasco@vta.org
Phone:	408-321-5973
Project Type:	BRT/Rail/High Capacity



Agency:	South Central Transit Authority
Location:	Lancaster & Reading, PA
Contact:	Jeff Glisson
Title:	Director of Capital Projects
Email:	jglisson@sctapa.com
Phone:	717-358-1928
Project Type:	Standard Bus Shelters





Agency:	StarMetro – City of Tallahassee
Location:	Tallahassee, FL
Contact:	Mary White
Title:	Project Coordinator
Email:	Mary.white@talgov.com
Phone:	850-891-5384
Project Type:	Standard Bus Shelters



Agency:	Sun Metro
Location:	El Paso, TX
Contact:	Carlos Becerra
Title:	Facilities Maintenance Manager
Email:	becerracx2@elpasotexas.gov
Phone:	915-212-3414
Project Type:	Standard Bus Shelters



Agency:	Topeka Metro	
Location:	Topeka, KS	
Contact:	Susan Duffy	
Title:	General Manager	
Email:	sduffy@topekametro.org	
Phone:	785-233-2011	
Project Type:	Standard Bus Shelters	



	Torrance Transit
Location:	Torrance, CA
Contact:	James Lee
Title:	Administrative Manager
Email:	jameslee@torranceca.gov
Phone:	310-781-6924
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity



Agency:	Trinity Metro
Location:	Fort Worth, TX
Contact:	Jose Perez
Title:	Planning Infrastructure Coordinator
Email:	jperez@the-t.com
Phone:	817-215-8707
Project Type:	Standard Bus Shelters







Agency:	WeGo Public Transit (Nashville MTA)	
Location:	Nashville, TN	
Contact:	D'Nese Nicolosi	
Title:	Transit Stop Manager	
Email:	dnese.nicolosi@nashville.gov	
Phone:	615-880-2100 x 1547	
Project Type:	Standard Bus Shelters & BRT/Rail/High Capacity	

Additional information about Tolar projects can be obtained at www.tolarmfg.com





Contractor Data Form

Company Name: Tolar Manufacturing Company, Inc.	
Address: 258 Mariah Circle, Corona, CA 92879	
Phone Number: 951-808-0081 Mobile Phone Number:	
Company Owner: Gary Tolar Company Owner Phone Number: 951-808-0081	
Authorized Company Representative submitting bid: Scott Williams	
Title: Business Development Manager	
Phone Number of Authorized Representative: 951-808-0081	
Email: swilliams@tolarmfg.com	
Description of the plan to you intend to utilize to perform this contract: Attach additional sheet or continue on back if needed. See Proposal Document	
Include completed form with submitted proposal	
COG DOC #1196952	30

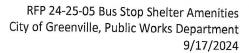
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	STATE OF NORTH CAROLINA	
	CITY OF GREENVILLE	FFIDAVIT
5	**********	
]	Scott Williams (the individual attesting below), b	eing duly authorized by and on behalf of
Tolar	Manufacturing Company, Inc. (the entity bidding on project h	
	sworn hereby swears or affirms as follows:	. , ,
t 2	Employer understands that E-Verify is the federal E-Verify properties of Homeland Security and other federal agencies, or any such work authorization of newly hired employees pursuant to federal law. Employer understands that Employers Must Use E-Verify. Eawork in the United States, shall verify the work authorization of the employers Must Use E-Verify.	iccessor or equivalent program used to verify w in accordance with NCGS §64-25(5). ch employer, after hiring an employee to ployee through E-Verify in accordance with
	Employer is a person, business entity, or other organization that	at transacts business in this State and that
e	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	oyer is the winning bidder on this project
5	Employer will ensure compliance with E-Verify by any subcontractors This 11th day of September, 2024 Signature of Affiant Scott Williams	subsequently hired by Employer.
	State of California City of Rancho Cucamonga Signed and sworn to (or affirmed) before me, this the 11th Day of September, 2024. My Commission Expires: Aug 226, 2028	AlDAN THOMAS Notary Public - California San Bernardino County Commission # 2498288 My Comm. Expires Aug 22, 2028
	Notary Public	ıl Seal)

Include completed form with submitted proposal

COG DOC #1196952

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PRICE SCHEDULE



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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** Total cost quantities 1 52151-00 Silver Grey Standard Signature 28 **Cresent Shelter** 14.530.00 406,840.00 2 52152-00 Silver Grev Large Signature Cresent 4 Shelter 18,430.00 73,720.00 3 52157-121 Silver Grey Mesa bench with back 36 \$ 33,300.00 925.00 4 52153-121 Mesa bench without back Silver Grey 115 \$ 53,475.00 465.00 5 33044-02 Silver Grey Ecobench with pole \$ 575.00 \$ 66,125.00 115 6 52155-121 Silver Grev Trash receptacle \$ 705.00 34 \$ 23,970.00 7 14814-121 Bike loop Silver Grey \$ 195.00 \$ 6,630.00 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: Tolar Manufacturing Company, Inc.	
Signed: 5 MM	
Print Name: Scott Williams	
Title: Business Development Manager	
Date: 9/11/2024	
Include completed form with submitted proposal	

COG DOC #1196952

31

31

Vendor Number: <u>12420</u>

Munis Contract #

Exhibit C

<u>Title VI of the Civil Rights Act of 1964 Nondiscrimination</u> 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

Tolar Manufacturing Company, Inc.

Vendor Number: <u>12420</u>

Munis Contract #

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, subrecipients 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)

City Of Greenville, NC Public Works Department/Buildings and Grounds Division Tuesday, September 3, 2024 at 2:00 PM Information meeting agenda Bus Stop Shelter Amenities

1. Introductions



- √ 1.1. City Staff to introduce
- √1.2. Confirm all attendees complete sign-in sheet
- ✓ 1.3. Welcome all attendees to meeting
 - 1.4. Please hold questions until the end unless the question is specific to item currently being discussed. All questions can be sent via email to mturner@greenvillenc.gov until Thursday, September 5 at 5PM.
- 1.5. All items will be on the City website regarding the bid requests TUTORIAL ON WEBSITE
- ✓ 1.6. Questions about specifications-Michael Turner. Questions about the bid package-Wanda House. Questions about M/WBE info-Wanda House

2. Overview of Project

- ✓ 2.1. RFP #24-25-05 Bus stop shelter amenities
- 2.2. The scope of work shall include, but not limited to, providing bus stop shelters, benches, litter receptacles, solar lighting, as well as other associated amenities and products.
- 2.3. Review proposal package and general specification notes
- ✓2.4. Highlight certain points

3. Special Conditions

- ✓ 3.1. Work must comply with OSHA regulations
- 3.2. Contractor is responsible for all work associated with the scope of work
- ✓3.3. Contractor is responsible for all measurements

4. Work Location(s)

4.1. Greenville, NC

5. Proposal Submittal

- 5.1. All proposals are due Thursday, September 17 at 2:00 p.m. on the form provided in a sealed envelope labeled with the Company Name, Attention: Michael Turner, Building Facilities Coordinator, and the words <u>City of Greenville Public Works Department Bus Stop Shelter Amenities Proposal</u> written on the outside of the sealed envelope via mail or hand delivery to the Public Works Administrative offices located at 1500 Beatty Street Greenville NC 27834. Email submission will not be allowed. No faxed submissions will be accepted.
- ✓ 5.2. There will be public bid opening at 2:00 p.m. on Thursday, September 17.
- 5.3. All required responses are to be submitted on the forms provided. Proposals will be listed as unresponsive otherwise.
- 5.4. Proposers are to provide 3 references for similar work performed on form provided. References must be included to be considered responsive.

- 5.5. The City of Greenville reserves the right to reject any and all bids, to waive any formalities and to accept the bid or any portion there of that is deemed most advantageous to the City. Any bid submitted will be binding for 90 days after the bid opening.
- 5.6. Certificate of insurance will be required and workers compensation, general liability and vehicle insurance must be maintained throughout the work duration.
- 5.7. Addenda will be posted by Tuesday, September 10 at 5PM. Must record each addenda on bid submittal sheet.

6. Minor/Women Business Enterprise

- /6.1. 2% MBE
- 6.2. 2% WBE
- *All firms submitting proposals agree to utilize minority and women owned firms whenever possible*

7. Equal Employment Opportunity Clause

7.1. By submitting a proposal, you attest that you are an equal opportunity employer and have a policy of non-discrimination regarding handicapped individuals.

8. New vendor registration

- 8.1. Must register as a vendor on the VSS portal *signed W9* or update current profile
- 8.2. Must have a vendor number prior to award of contract
- 9. M/WBE Comments
- 10. Purchasing Division Comments
- 11. Questions
- 12. Closing

Reminders:

Questions due Thursday, September 5, 2024 @ 5:00 pm

Answers due/posted as an addendum Tuesday, September 10, 2024 @ 5:00 pm Bids due: Thursday, September 17, 2024 @ 2:00 pm sealed in envelope with correct language

language.

7	State of the state	5 C	4 C0	3 C	2 C	1 0	
	BEER' BUILDING GROUD, INC.	COG Transit	COG Purchasing	COG PWD	COG PWD	COG PWD	Company Name (Please Print)
	PAVID	E. Stalls	W. House	M. Turner	A. Lewis	D. Thompson	Representative Name (Please Print)
	clawhorn@berryba.com	estalls@greenvillenc.gov	whouse@greenvillenc.gov	mturner@greenvillenc.gov	alewis@greenvillenc.gov	dthompson@greenvillenc.gov	Email Address (Please Print)
	Om mrey	Dupling Stalls	wanda House	Millelin			Signature
	252.999.056.	252-329-4047	252-329-4862	252-329-4921	252-329-4522	252-329-4522	Phone Number

Company Name (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
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Pre-Bid Sign In Sheet	Bus stop shelt	0.00
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Representative Name Email Address (Please Print) (Please Print)

City of Greenville Public Works Department Bus stop shelt menities 2024

Pre-Bid Sign In Sheet

1500 beatty Street	PWD Offic 2:0	Tuesday, September 3, 2024
rty Street	2:00PM	er 3, 2024

32	31	30	29	28	27	26	25	
								Company Name (Please Print)
								Representative Name (Please Print)
								Email Address (Please Print)
								Signature
								Phone Number

FAIR AND REASONABLE PRICE DETERMINATION FORM

I hereby determine the price to be fair and reasonable based on at least one of the following:

Check one or more:	
Found reasonable on recent p	urchase.
Obtained from current price li	st.
Obtained from current catalog	ŗ.
Commercial market sales price	e from advertisements.
Similar in related industry.	
Personal knowledge of item p	rocured.
Regulated rate (utility).	
X Other.	Request for Proposals.
Comments:	
X Copy of purchase order, quo	tes, catalog page, price list, etc. is attached.
Michael Turner	
Project Manager	

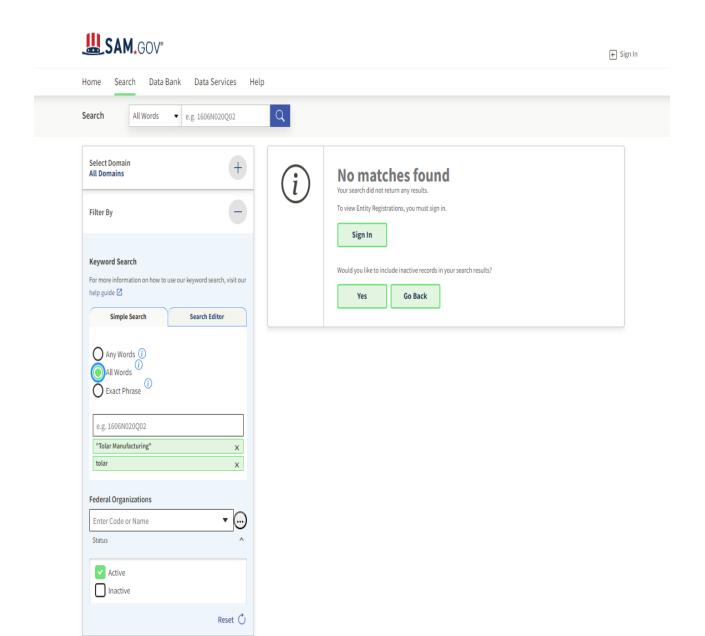
METHOD OF PROCUREMENT DECISION MATRIX

To be used when spending federal funds, this form provides guidance on which procurement method to use to obtain the needed good and services. Check boxes that apply below to determine the best method. Please include a copy of this form with your Requisition or Contract in Munis. NOTE: State procurement laws must still be followed as long as they do not conflict with federal requirements.

Project Description:	Bus Stop Shelter Amenities
Funding Source:	030-05-55-68-000-000-530230-TRAR
Estimated Budget:	\$605,000

Micro Purchase	
Estimated cost \$10,000 or less	
SMALL PURCHASE (Lowest Quote)	
Amount < \$250,000	
Multiple sources	
Price is the only determining factor in award	
SEALED BID (IFB)	
Any dollar amount	
Multiple sources	
Complete and adequate specifications or description	
Selection can be made on basis of price alone	
Suitable for firm, fixed price	
No discussion with bidders needed after receipt of offers	
COMPETITIVE PROPOSALS (RFP)	
Any dollar amount	X
Multiple sources	
Selection based on price and other criteria	Х
Discussion needed with bidders after receipt of offers	
Fixed price can be set after discussion	
ARCHITECTURAL AND ENGINEERING (QUALIFICATION BASED)	
Multiple sources	
A & E services that lead to construction	
SOLE SOURCE	
Custom item	
Only one source Public urgency/emergency	
Competition is inadequate after public solicitation	
Requires approval from granting agency	

Project Manager (Signature)	Michael Turner	
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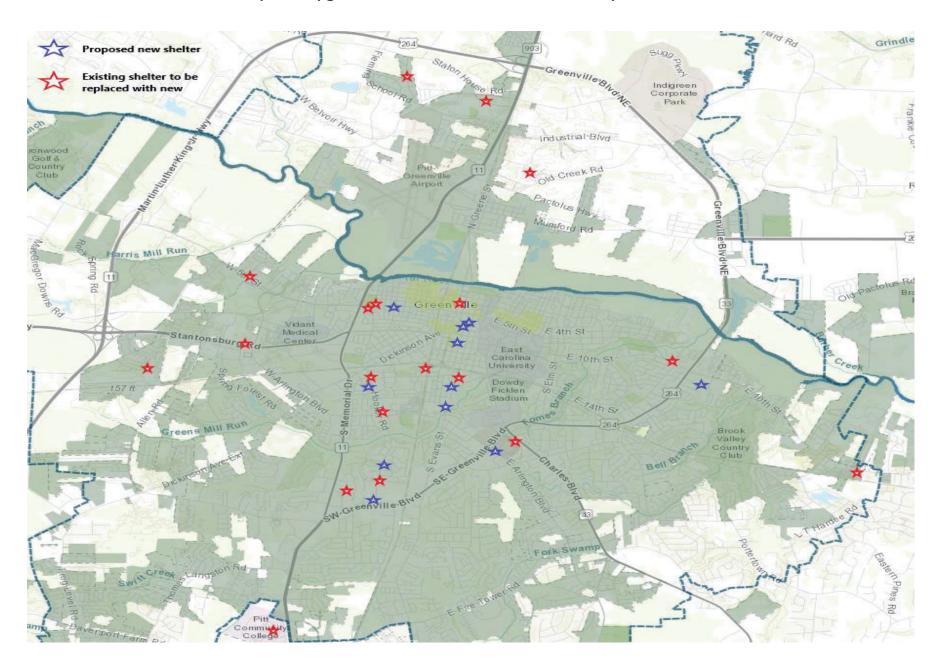


Contractor Name	Byrd Anti - Lobbying	Debarment certification	Buy America certification	Contractor Reference	Contractor Data	Request for Proposals	Addenda Acknowledged	E-verify Affidavit	Proposal Received on time	Price per Unit
Tolar Manufacturing Company, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	See attached price schedule
									No other	proposals received
										**
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Bid Certified by : M. Turner Building Facilities Coordinator

Signature: Wichasl Turner Date: 09/23/2024

Proposed upgrades and/or new locations for bus stop shelters



COG DOC #1198817



City of Greenville, North Carolina

Meeting Date: 10/10/2024

Title of Item:

Ordinance Amending Chapter 3 of Title 6 of the Greenville City Code Entitled Garbage and Refuse Collection and Disposal

Explanation:

Title 6 Chapter 3, Section 6, of the Code of Ordinances, City of Greenville, is being amended, as shown on the attached, by correcting grammatical errors, removing all strikethrough text that is outdated information, and inserting all red text with updated information.

On August 5, 2024, at the City Council's workshop, the Public Works Department provided a presentation on the issues associated with roll-out carts left at the curbside in violation of the City's Code. During the workshop, the Public Works Department received feedback from the Council as it relates to curbside carts in violation of the City's ordinances. The updates allow the removal of safety hazards and the assessment of a \$50 fee for each violation. The fee will be applied to the customer's Greenville Utilities bill. A summary of the proposed changes listed below for Title 6 Chapter 3 Section 6-3-4 Receptacles:

- (C) The occupant of any residential dwelling unit must use a roll-out cart for garbage and/or recyclables. The cart must be purchased from the Public Works Department except that the occupant of a residential dwelling unit may use a cart purchased from a vendor other than the Public Works Department for garbage and/or recyclables and the cart utilized by the resident was approved for use at the resident's dwelling unit by the Director of Public Works or designee on or before July 1, 2010. Roll-out carts used for garbage must be rolled out to the curb before 6:00 a.m. on the day designated for garbage collection service.
- (D) Public Works employees will leave all emptied carts or curbside recyclable receptacles at or near the front yard property line. In addition, employees of the Public Works Department may relocate roll-out carts that are violations of the City's ordinance. Curbside roll-out carts in violation of the City's ordinance may be relocated away from the curb to any location on the property outside of the right-of-way by Public Works' employees. The Public Works employees will leave the roll-out carts in an area accessible to the residents. This does not apply to special services residents.
- (F) Any person, firm, or corporation violating this section shall be liable for a service fee in the amount of \$50 for any violation, except that the

Public Works Director is authorized to issue one warning prior to a resident being assessed the \$50 service fee. The Public Works Director and the City Attorney are authorized to apply the \$50 service fee to the resident's utility bill.

A red-lined version of the ordinance is attached which reflects all proposed changes, and a cleaned version of the ordinance is also attached for consideration of adoption by Council.

Fiscal Note: No fiscal impact is anticipated with this action.

Recommendation: Adopt the ordinance amending Chapter 3 of Title 6 of the Greenville City Code,

Entitled Garbage and Refuse Collection and Disposal.

ATTACHMENTS

ORDINANCE AMENDING TITLE 6 CHAPTER 3 RED TEXT VERSION.DOCX
ORDINANCE AMENDING TITLE 6 CHAPTER 3 - CLEAN VERSION.DOCX

ORDINANCE NO. 24-____

AN ORDINANCE TO REPEAL AND REPLACE TITLE 6, CHAPTER 3 OF THE CITY OF GREENVILLE CODE OF ORDINANCES

WHEREAS, the City of Greenville, North Carolina, by and through its City Council, has heretofore adopted the "Garbage and Refuse Collection and Disposal" Ordinance currently published in Chapter 3 of Title 6 of the City Code of Ordinances; and

WHEREAS, amendments to Chapter 3 of Title 6 are necessary to remove and/or correct outdated information, ensure the City's safety needs are met, address community aesthetics and citizen complaints, and authorize assessment of a fee for violation of the ordinance and collection of the fee through the utility billing system;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Greenville, North Carolina, that:

Section 1: Title 6, Chapter 3 of the Code of Ordinances, City of Greenville, is hereby repealed and replaced to read as follows:

CHAPTER 3: GARBAGE AND REFUSE COLLECTION AND DISPOSAL

Article A. General Provisions

Section

6-3-1	Definitions
6-3-2	Unlawful deposits of refuse
6-3-3	Removal of garbage and refuse
6-3-4	Receptacles
6-3-5	Interference with contents of receptacles
6-3-6	Duties of property owners, landlords and tenants
6-3-7	Bulky items, tTree limbs, cuttings, and shrubbery, and bulky items
6-3-8	Cardboard to be flattened for pickup service
6-3-9	Receptacles; placement prohibited in right-of-way
6-3-10	Collection or storage of used beverage cans, bottles or cartons
6-3-11	Vehicles used for collecting used beverage bottles or cans
6-3-1 2 1	Special services

Article B. Container Policy

Division 1. Industrial, Commercial and Institutional

6-3-21	Industrial byproduct waste
6-3-22	Pickup schedules

6-3-23	Containers; required equal to need; concrete pickup platform
6-3-24	Same; design and capacity
6-3-25	Same; purchase and maintenance

Division 2. Condominiums and Multi-Family Dwellings

6-3-31	Developers and owners to provide containers; container capacity required
6-3-32	Location of containers and compactors; inclusion in site plan
6-3-33	Same; pickup accessibility
6-3-34	Purchase and maintenance of containers and compactors
6-3-35	Unauthorized use of receptacle prohibited
6-3-36	Commercial/industrial refuse collection

Article C. Fees and Charges for Solid Waste Collection Services

6-3-40	Definitions
6-3-41	Fees and charges for solid waste collection services
6-3-42	Presumption of service
6-3-43	Penalties

Cross-reference:

Litter control in parking lots, see §§ 11-9-1 et seq.

Editor's note:

Ord. No. 08-72, adopted June 12, 2008 shall become effective Aug. 1, 2008. The sections impacted by this change include §§ 6-3-1, 6-3-2, 6-3-4, 6-3-7, 6-3-12, 6-3-21, 6-3-23, 6-3-24, 6-3-25, 6-3-31, 6-3-32, 6-3-34 and 6-3-35.

Statutory reference:

Regulation of solid waste disposal, see G.S. 160A-192

Power to require connections to water or sewer service and the use of solid waste collection services, see G.S. 160A-317

ARTICLE A. GENERAL PROVISIONS

SEC. 6-3-1 DEFINITIONS.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Garbage. Organic waste matter from residential areas; # comprises chiefly waste food. "Garbage" does not include moisture that may be drained in the sewer.

Industrial byproduct waste. Any garbage, refuse, bulky items, and other solid waste items accumulated as a result of industrial activities, processes, or product distribution for disposal.

Recyclables. Glass jars and bottles, aluminum beverage cans, steel cans, cardboard, plastic #1 and #2, newsprint, magazines, and other materials for which a post-consumer recycling market exists.

Refuse. Ashes, tin cans, dirty rags, trash, house sweepings, paper, paper cups, shavings, bottles and other rubbish.

Solid waste collection services. The collection of garbage, refuse, recyclables, trash, or other solid waste items that are collected by the city pursuant to the ordinances, rules, and regulations established in this chapter or in rules and regulations adopted by the Public Works Director or City Manager pursuant to authority in this chapter.

(Ord. No. 2339, § 1, passed 6-13-1991; Ord. No. 2685, § 1, passed 7-8-1993; Ord. No. 08-72, § 1, passed 6-12-2008)

SEC. 6-3-2 UNLAWFUL DEPOSITS OF REFUSE.

- (A) No person shall throw, place, or deposit any garbage, refuse, or recyclables of any kind, on or upon any of the public streets, sidewalks, ground, and other public places within the city, unless it shall be placed or deposited in a receptacle provided and maintained for that purpose and in accordance with the provisions of this chapter. Any garbage, garbage bag, refuse, or recyclables placed on the ground is considered a violation and a threat to public health and safety. The property owner or resident could be charged \$50.00 for removal. The removal fee shall be added to the resident's monthly utility bill.
- (B) No person shall throw, place, or deposit any of the above materials, including old furniture, tires, appliances, and building materials into any city-owned and -maintained drainage ditch.
- (C) The city will not collect solid waste items that cannot be deposited in a designated EPA disposal site, including stumps, uncured paint, tires, car batteries, chemicals, oil drums, rubbish cleared from vacant lots, and logs more than four six inches in diameter, and petroleum, fuel oil, or chemical storage tanks.
- (D) The city will not collect any building construction, renovation, or demolition debris from any residence created by a contractor, resident, or property owner. (Ord. No. 2059, § 1, passed 8-21-1989; Ord. No. 2085, § 2, passed 7-8-1993; Ord. No. 08-72, § 2, passed 6-12-2008)

SEC. 6-3-3 REMOVAL OF GARBAGE AND REFUSE.

No person other than those under the direction of the City Manager shall haul away or remove any garbage, refuse, or recyclables set out for collection at residential units or mixed-use complexes as in this chapter provided, except by the written consent of the City Manager. Owners or occupants for of all nonresidential units are responsible for hauling, contracting for the hauling of, or otherwise disposing of garbage, refuse, and recyclables in a lawful and sanitary manner, and in all respects in accordance with the provisions of this chapter.

(Ord. No. 2339, § 2, passed 6-13-1991; Ord. No. 2685, § 3, passed 7-8-1993)

SEC. 6-3-4 RECEPTACLES; PLACEMENT PROHIBITED IN RIGHT-OF-WAY.

- (A) All property owners, landlords, or tenants of residential dwellings shall provide receptacles for all residential garbage, refuse, and recyclables for removal by the city.
- (B) Residential garbage, refuse, and recyclables shall be stored in containers of not more than 32 gallons and not less than 20 gallons in nominal capacity. Containers shall be leakproof and fitted with a secure lid and shall be properly covered at all times except when depositing waste therein or removing the contents thereof. The containers shall have handles, bails, or other suitable lifting devices or features. Containers shall be made of galvanized metal or heavy duty plastic of a type originally manufactured for residential solid waste, and shall be of light weight and sturdy construction. Receptacles shall be above ground, visible and located where a two wheeled refuse cart can gain access as determined by the Public Works Director or designee. Specifically designed containers for recyclables can be used as approved by the Public Works Director. roll-out carts approved for collection by City equipment. Garbage, rRefuse and recyclable containers shall not be located behind closed fences, inside closed structures, under carports, on porches, or in any other inaccessible location. Refuse and recyclable containers shall not be located behind closed fences, inside closed structures, under carports, or in any other inaccessible location-when using special services.
- (C) Each household may have up to three garbage containers for once a week pickup. Each household may have up to three containers for recyclables for once a week pickup. Recycling containers shall be labeled with a city recycling decal that is attached to the container in a visible location. The occupant of any residential dwelling unit must use a roll-out cart for garbage and/or recyclables. The cart must be purchased from the Public Works Department except that the occupant of a residential dwelling unit may use a cart purchased from a vendor other than the Public Works Department for garbage and/or recyclables and the cart utilized by the resident was approved for use at the resident's dwelling unit by the Director of Public Works or designee on or before July 1, 2010. Roll-out carts used for garbage must be rolled out to the curb before 6:00 a.m. on the day designated for garbage collection service.
- (D) In lieu of providing the receptacles described in subsection (B) above, the occupant of any residential dwelling unit may elect to use a roll-out cart for garbage and/or recyclables. If a roll-out cart for garbage is used under the election provided by this subsection, the cart must be purchased from the Public Works Department except that the occupant of a residential dwelling unit may use a cart purchased from a vendor other than the Public Works Department if the occupant has elected to use a rollout cart for garbage and/or recyclables and the cart utilized by the

resident was approved for use at the resident's dwelling unit by the Director of Public Works or designee on or before July 1, 2010. When roll-out carts are used for garbage, they must be rolled out to the curb before 6:00 a.m. on the day designated for garbage collection service. When rollout carts are used for garbage the occupant of the residential unit may use containers described in subsection (B) above for recyclables, provided the recyclable containers are brought to the curb before 6:00 a.m. on the day designated for recyclable collection service. Employees of the Public Works Department will neither roll nor relocate roll-out carts or recycling receptacles from any location on the property to the curb. Public Works employees will leave all emptied carts or curbside recyclable receptacles at or near the front yard property line. In addition, employees of the Public Works Department may relocate roll-out carts that are violations of the City's ordinance. Curbside roll-out carts in violation of the City's ordinance may be relocated away from the curb to any location on the property outside of the right-of-way by Public Works employees. The Public Works employees will leave the roll-out carts in an area accessible to the residents. This does not apply to special services residents.

- (E) No person shall place receptacles for residential garbage, refuse, or recyclables for removal by the city at curbside of a residential dwelling any earlier than dusk on the evening prior to scheduled collection. No later than daybreak of the day following scheduled collection, and at all times when not placed at the curbside for collection in accordance with the provisions of this subsection, receptacles must be removed from curbside and placed on a location on the residential property which is outside of the street right-of-way or easement and which is not located in the front yard of the property of the residential dwelling. For the purpose of this subsection, the "front yard" shall mean a yard extending across the full length of a lot from side lot line to side lot line and lying between the abutting street right-of-way or easement line and the building line. There is a front yard between each street which a property abuts and the residential dwelling located upon the property
- (F) Any person, firm or corporation violating this section shall be liable for a civil penalty service fee in the amount of \$50 per occurrence for any violation, except that the Public Works Director is authorized to issue one warning prior to issuing a civil citation a resident being assessed the \$50 service fee. Each day's continuing violation shall be a separate and distinct offense that may incur the curbside cart rollback fee. The Public Works Director and the City Attorney are authorized to pursue collection and enforcement of civil penalties through the courts of North Carolina apply the \$50 service fee to the resident's utility bill.

(Ord. No. 1255, §§ 1, 2, passed 3-10-1983; Ord. No. 2685, § 4, passed 7-8-1993; Ord. No. 95-20, §§ 1, 2, passed 2-9-1995; Ord. No. 08-72, § 3, passed 6-12-2008; Ord. No. 10-38, § 1, passed 4-8-10)

SEC. 6-3-5 INTERFERENCE WITH CONTENTS OF RECEPTACLES.

No person shall disturb, remove from containers, or interfere with the contents of any garbage, refuse, or recyclables set out for removal by the city, unless by permission of the Public Works Director.

(Ord. No. 2685, § 5, passed 7-8-1993)

SEC. 6-3-6 DUTIES OF PROPERTY OWNERS, LANDLORDS AND TENANTS.

- (A) It shall be the duty of each property owner, landlord, or tenants to see that all garbage, refuse, and recyclable containers, and the contents as in this chapter provided for, are set out for collection at such a location and time as may be fixed assigned by the Public Works Director.
- (B) All owners of real property within the city are required at all times to remove therefrom all garbage, debris, refuse, and recyclables that pose a public health or safety hazard. (Ord. No. 2330, § 1, passed 5-9-1991; Ord. No. 2685, § 6, passed 7-8-1993 Ord. No. 09-39, § 3, passed 5-14-2009)

SEC. 6-3-7 BULKY ITEMS, TREE LIMBS, CUTTINGS, AND SHRUBBERY, AND BULKY ITEMS

- (A) Tree limbs, cuttings, and shrubbery, and the like of more than one-half load will be hauled at such time as trucks and personnel are available. Limbs, cuttings, shrubbery, and the like must be cut in six-foot lengths or less and placed directly behind the curb or the traveled portion of the street upon the owner or tenant's property in an accessible location for collection. Tree limbs, cuttings, shrubbery, fine vegetation, debris, and junk shall be separated from each other as follows for collection:
 - (1) Limbs, cCuttings, shrubbery, and hedges shall be placed together at curbside for collection. Limbs should be placed in separate piles at curbside for collection.
 - (2) Fine vegetation such as leaves, grass, and pine straw shall be placed together at the curbside for collection.
 - (3) All other junk, debris, or discarded furniture or boxes shall be placed together at curbside for collection; and
 - (4) No trash, limbs, shrubbery, cuttings, junk, roll-out carts, or debris shall be placed in the gutter or on a public street.
- (B) Any business contracted by a property owner to cut or trim trees and/or shrubbery shall be is required to haul these cuttings to the designated disposal site.
- (C) It shall be unlawful to dump tree limbs, cuttings, leaves, shrubbery, lawn clippings, junk, and the like into any city-owned or privately owned and -maintained drainage ditch.
- (D) No person shall place junk, discarded furniture, or white goods at the curbside of a residential dwelling for removal more than two days in advance of the scheduled collection day. (Ord. No. 2059, § 2, passed 8-21-1989; Ord. No. 2685, § 7, passed 7-8-1993; Ord. No. 95-20, § 3, passed 2-9-1995; Ord. No. 08-72, § 4, passed 6-12-2008)

SEC. 6-3-8 CARDBOARD TO BE FLATTENED FOR PICKUP SERVICE.

Empty corrugated boxes, cartons, or containers shall be flattened before they are set out for removal and placed inside the resident's recycling container for collection. Flattened cardboard may be recycled by placing it in the resident's recycling container, For large amounts of cardboard, may be placed on the front corner of the resident's property nearest the public street or alley for recyclable collection call the Public Works Department for collection. The Sanitation Division shall not collect any corrugated box, carton, or container that has not been flattened for recyclable collection.

(Ord. No. 2685, § 8, passed 7-8-1993; Ord. No. 95-20, § 4, passed 2-9-1995)

SEC. 6-3-9 RECEPTACLES; PLACEMENT PROHIBITED IN RIGHT-OF-WAY.

It shall be unlawful for any person to place any garbage, refuse, or recyclable container of any kind within any portion of the right-of-way of any street, thoroughfare, or other public way for any reason other than for pickup by the Public Works Department as stated in this chapter. (Ord. No. 2685, § 9, passed 7-8-1993)

SEC. 6-3-10 COLLECTION OR STORAGE OF USED BEVERAGE CANS, BOTTLES, OR CARTONS.

Except as provided in section 6-3-6, no used beverage cans, bottles, or cartons may be collected or stored outside in drums, cans, or any container other than authorized commercial rainproof refuse containers, for a period of more than 24 hours, whether the purpose of such collection or storage be is for recycling or any other reason. Any receptacle, other than an authorized commercial container, used for collecting or storing such cans, bottles, or cartons shall have its contents emptied and removed—from the premises at least daily and the receptable thoroughly cleaned after each emptying.

(Ord. No. 1034, passed 12-11-1980; Ord. No. 2685, § 10, passed 7-8-1993)

SEC. 6-3-11 VEHICLES USED FOR COLLECTING USED BEVERAGE BOTTLES OR CANS.

Properly constructed vehicles may be used for the collection and immediate disposal of used beverage bottles or cans, but not for their storage until disposal.

- (A) Type of vehicle. Any vehicle used for collecting used beverage bottles or cans must be constructed and kept clean so as to prevent any leakage of waste or odor from its contents.
- (B) Standing. No vehicle used for collecting used beverage bottles or cans may be parked or left standing long enough to create an odor.

SEC. 6-3-121 SPECIAL SERVICES.

Individuals that who are unable to roll out their city-approved roll-out cart to the curb due to a medical condition may submit an application provided by the Public Works Department to request special services. The application shall require a physician to fill out a section of the application stating the condition that prevents the applicant from rolling out the cart and the term of the condition. The Public Works Director or designee shall approve or disapprove all requests for special services. In considering a request, the Public Works Director or designee shall consider if the application has been fully completed including the physician's statement section, and shall meet with the applicant to verify the application and verify there are no other residents residing at the address that can roll out the cart. If an application for special services is approved, the applicant must purchase a city-approved roll-out cart to receive the special services and allow the Public Works Department to install a special services placard on the purchased cart. The approved applicant will be charged the curbside fee. The Public Works Department collection crews will go to the location in the backyard that is accessible to a two-wheeled cart, roll out the cart to dump into the refuse truck, and return the cart to the designated location. This service, if approved, is effective for the term noted by the physician on the application form. This service is available only to single-family and multi-family residents.

(Ord. No. 08-72, § 5, passed 6-12-2008)

ARTICLE B. CONTAINER POLICY

DIVISION 1. INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL

SEC. 6-3-21 INDUSTRIAL BYPRODUCT WASTE.

No industrial byproduct waste will be accepted or collected for disposal by the city. The Public Works Director may collect industrial byproduct waste to supplant the safety of the public, life, and health. Otherwise, industrial byproduct waste will not be accepted or collected for disposal by the city.

(Ord. No. 2685, § 11, passed 7-8-1993; Ord. No. 08-72, § 6, passed 6-12-2008)

SEC. 6-3-22 PICKUP SCHEDULES.

Garbage, trash, and recyclables will be picked up from residential property on a regular schedule as established by the Director of Public Works. (Ord. No. 2685, § 12, passed 7-8-1993)

SEC. 6-3-23 CONTAINERS; REQUIRED EQUAL TO NEED; CONCRETE PICKUP PLATFORM.

Multi-family dwellings will be serviced by the city by a container-type refuse truck; therefore, these locations will be required to store their garbage, trash, or other waste in container sizes of four, six, or eight cubic yards equivalent to their needs. Multi-family dwellings with existing three or four cubic yard dumpsters will be allowed to be serviced with existing three or four cubic yards dumpsters as long as if they are compatible with front-loader refuse trucks. Compactors or roll-out carts are an option in accordance with the provisions of subsections (C) and (D) of Section 6-3-31. All multi-family dwellings will be required to install their own concrete platform for these containers. All multi-family dwellings will be required to install recycling centers with the required number of 96-gallon containers except that the city will install recycling centers at multi-family dwellings approved for construction prior to July 1, 2010. The recycling centers must have city-standard fencing, concrete pads, signage, and containers. Any request for an alternative design must be approved by the Director of Public Works or designee. The location of these containers will be chosen with regard to the best interest of public safety and to where the city refuse trucks can service them with the least maneuvering. Final approval as to the location will be made by the Director of Public Works or designee.

(Ord. No. 1639, § 3, passed 8-14-1986; Ord. No. 2339, §§ 4, 5, passed 6-13-1991; Ord. No. 2685, § 13, passed 7-8-1993; Ord. No. 08-72, § 7, passed 6-12-2008; Ord. No. 10-36, § 1, 4-8-2010; Ord. No. 10-37, § 1, 4-8-2010; Ord. No. 10-38, § 1, 4-8-2010)

SEC. 6-3-24 SAME; DESIGN AND CAPACITY.

Containers will be of an approved design, as provided by the Public Works Department, and of four, six, or eight cubic yards capacity. Containers must be made of 12-guage steel, with the exception of the lid which may be 14 or 16 guage or heavy duty plastic designed for the container approved materials used for solid waste dumpsters. The lid must be maintained by the owner in a manner such that the lid opens and closes easily. Recycling containers shall be city-approved 96-gallon roll-out containers designed for dumping by city semi-automated refuse trucks. (Ord. No. 08-72, § 8, passed 6-12-2008; Ord. No. 10-36, § 2, 4-8-2010)

SEC. 6-3-25 SAME; PURCHASE AND MAINTENANCE.

- (A) It will be the responsibility of the owner to make the original purchase of containers, and if purchased new, the Sanitation Division will provide a 12 month warranty if purchased from the city. During the 12 month period, the Department will perform all necessary repairs to the containers at the city's expense, except for repairs necessitated by deliberate acts of the owner or any other person. Approved compactors and containers not purchased from the city will not have a warranty period and will not be maintained or repaired by the city. It includes a 90-day warranty if purchased from the city.
- (B) The city will repair any container with a city warranty that is damaged by its refuse trucks and/or employees. It shall be the responsibility of the owner, at the expiration of the 12-

month period, to bear all costs of replacement or repairs of siding, bottoms, lids, and necessary patching of any holes developing in such containers.

- (C) The city will be responsible for providing maintenance of all recycling centers with city-standard fencing, concrete pads, signage, and containers after the recycling center is approved for service by the city. If alternative fencing or structures are utilized, the city will not be responsible for the maintenance of the alternative fencing or structure. If vegetation is used for the screening requirement in lieu of fencing, the city will not be responsible for the maintenance or replacement of the vegetation.
- (D) Notwithstanding the provisions of subsections (A) and (B), owners of multi-family units may elect to utilize a compactor in lieu of meeting the requirements of subsection (A) or (B) above if approved by the Director of Public Works or designee. The compactor will receive solid waste collection service from the city or a company contracted by the city. The ratio of compaction to uncompacted garbage shall be submitted as a part of the request for approval of a compactor. The Compactor must be sized to be equivalent to one yard of uncompacted garbage dumpster space per four units. The area inside the compactor enclosure must be kept clean and without safety hazards. To be considered for approval by the Director of Public Works or designee for a compactor, the developer or owner shall submit the following:
 - (1) Plan for how residents will dispose of garbage in the event of compactor failure;
 - (2) Specifications for compactor including compaction ratio;
 - (3) Site location plan for compactor;
 - (4) Access plan for servicing compactor;
 - (5) Compactor access plan for residents meeting all applicable accessibility requirements;
 - (6) Plan for a limitation on the time periods when the compactor will be operational for the purpose of limiting potential noise disturbance; and
 - (7) Recycling plan for the multi-family complex.
- (E) Notwithstanding the provisions of subsections (A) through (D) above, the City Council may authorize tests, trials, or experimental arrangements for solid waste collection. (Ord. No. 08-72, § 9, passed 6-12-2008; Ord. No. 10-36, § 3, 4-8-2010; Ord. No. 10-37, §§ 2, 3, 4-8-2010; Ord. No. 10-38, §§ 2, 3, 4-8-2010)

DIVISION 2. CONDOMINIUMS AND MULTI-FAMILY DWELLINGS

SEC. 6-3-31 DEVELOPERS AND OWNERS TO PROVIDE CONTAINERS;

CONTAINER CAPACITY REQUIRED.

- (A) Developers and owners of multi-family dwellings, or duplexes that have ten or more units, must provide containers as follows:
 - (1) Three to 24 living units: one six-eight-cubic yard container;
 - (2) More than 24 living units: one six- eight-cubic yard container for each every 24 units or fraction thereof; and
 - (3) Recycling centers must be constructed with a minimum ratio of one 96-gallon container for each 20 15 units or any fraction thereof. A minimum of one three 96-gallon containers for recycling is required for any complex with less than 20 units.
- (B) Owners and developers of mobile home parks, as defined in Title 9, Chapter 4 of the City Code with ten or more mobile homes, must provide containers on the same ratio of units to containers as prescribed in subsection (A) above.
- (C) Notwithstanding the provisions of subsections (A) and (B), developers and owners of multi-family units, duplexes, or mobile home parks may elect to provide each unit with roll-out carts in lieu of meeting the requirements of subsection (A) or (B) above. If roll-out carts are used under the election provided by this subsection, the carts and the proposed site plan for locating carts must be approved by the Director of Public Works. The Director shall consider the accessibility of the proposed locations, the protection of public health, and the compatibility of the carts with city collection equipment when approving or disapproving plans for cart use. If roll-out carts are approved by the Director of Public Works, curbside recycling will be collected in 64- or 96-gallon city-approved roll-out carts. Recycling carts shall be labeled with a city recycling decal that is attached to the container in a visible location.
- (D) Notwithstanding the provisions of subsections (A) through (C) above, the City Council may authorize tests, trials, or experimental arrangements for solid waste collection. (Ord. No. 892, passed 9-13-1979; Ord. No. 1218, § 1, passed 10-14-1982; Ord. No. 2685, § 14, passed 7-8-1993; Ord. No. 08-72, § 10, passed 6-12-2008; Ord. No. 10-36, § 4, 4-8-2010)

SEC. 6-3-32 LOCATION OF CONTAINERS AND COMPACTORS; INCLUSION IN SITE PLAN.

Developers of condominiums and multi-family dwelling developments, including such developments which also have duplex houses, will include in the site plan the location for containers, compactors, and recycling centers to be serviced by the city for approval by the Director of Public Works or designee. Containers, compactors, and recycling centers shall be provided by the developer on site before a certificate of occupancy for the structure shall be issued by the city.

(Ord. No. 892, passed 9-13-1979; Ord. No. 08-72, § 11, passed 6-12-2008; Ord. No. 10-36, § 5, 4-8-2010; Ord. No. 10-37, § 4, 4-8-2010; Ord. No. 10-38, § 4, 4-8-2010)

SEC. 6-3-33 SAME; PICKUP ACCESSIBILITY.

Containers, compactors, and recycling centers must be located for accessibility by Sanitation Division or city contractor pickup equipment. (Ord. No. 10-36, § 6, 4-8-2010; Ord. No. 10-37, § 5, 4-8-2010; Ord. No. 10-38, § 5, 4-8-2010)

SEC. 6-3-34 PURCHASE AND MAINTENANCE OF CONTAINERS AND COMPACTORS.

- (A) It will be the responsibility of the owner to purchase containers or compactors and to maintain and repair them except that the city will repair any container or compactor damaged by its refuse trucks and/or employees. Specifically, it shall be the responsibility of the owner to bear all costs of replacement of siding, bottoms, and lids, and necessary patching of any holes developing in the containers. It shall be the responsibility of the owner to maintain the container or compactor in a serviceable condition and to make necessary repair or replacement of the container or compactor within ten seven days of notice of needed repair.
- (B) Notwithstanding the provisions of subsection (A) above, for containers that meet the specifications outlined in section 6-3-24 which are purchased from the city, the Department will perform all necessary repairs to the containers at the city's expense for the 12 month warranty period beginning on the date of purchase from the city, except for repairs necessitated by deliberate acts of the owner or any other person.
- (C) (B) The city will be responsible for maintaining all recycling centers with city-standard fencing, concrete pads, signage, and containers after the recycling center is approved for service by the city. If alternative fencing or structures are utilized, the city will not be responsible for the maintenance of alternative fencing or structures. If vegetation is used for screening in lieu of fencing, the city will not be responsible for maintenance or replacement of vegetation. (Ord. No. 08-72, § 12, passed 6-12-2008; Ord. No. 10-36, § 7, 4-8-2010; Ord. No. 10-37, § 6, 4-8-2010; Ord. No. 10-38, § 6, 4-8-2010)

SEC. 6-3-35 UNAUTHORIZED USE OF RECEPTACLE PROHIBITED.

It shall be unlawful for any person to place, or allow to be placed, any garbage or refuse in any receptacle, in any recycling center, at any refuse collection point, or in any refuse container used in the commercial or multi-family garbage collection service unless the garbage or refuse is from the premise(s) served by such container or from the premise(s) at which the receptacle is located. It shall also be unlawful for any person to utilize a public city-owned dumpster, recycling center, or trash receptacle as a means to dispose of garbage or refuse from the premises of a commercial or industrial business. Any unauthorized use of a receptacle shall subject the offender(s) to a civil penalty in the amount of \$50, and the Public Works Department is authorized to issue citations.

(Ord. No. 2369, § 1, passed 9-12-1991; Ord. No. 95-20, § 5, passed 2-9-1995; Ord. No. 08-72, § 13, passed 6-12-2008; Ord. No. 10-36, § 8, 4-8-2010)

SEC. 6-3-36 COMMERCIAL/INDUSTRIAL REFUSE COLLECTION.

It shall be the responsibility of all commercial/industrial businesses to provide refuse collection and disposal service equivalent to their needs. It shall also be the responsibility of each business to contract with an approved hauler of their choice for service arrangements. Any firm or corporation violating this section shall be liable for a civil penalty in the amount of \$50. Each day's continuing violation shall constitute a separate offense. The Public Works Director and the City Attorney are authorized to pursue the collection and enforcement of civil penalties through the courts of North Carolina.

(Ord. No. 95-20, § 6, passed 2-9-1995)

ARTICLE C. FEES AND CHARGES FOR SOLID WASTE COLLECTION SERVICES

SEC. 6-3-40 DEFINITIONS.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Nonresidential unit. Any room or group of rooms used for business, commercial, educational, religious, or other nonresidential use.

Occupant. Any person who, alone or jointly with others, is in actual possession of any residential unit or of any other improved real property, either as owner or tenant.

Residential unit. Any room or group of rooms forming a single habitable unit, including houses, apartment units, mobile homes, condominium units, and townhouses, but not including hotel or motel living quarters.

Solid waste collection. The collection of solid wastes, including garbage, recyclables, and refuse, without regard to whether the collection is from trash cans, roll-out carts, containerized service, trash collection, or any combination of these services.

(Ord. No. 1639, § 1, passed 8-14-1986; Ord. No. 1678, § 1, passed 1-8-1987; Ord. No. 2685, § 16, passed 7-8-1993)

SEC. 6-3-41 FEES AND CHARGES FOR SOLID WASTE COLLECTION SERVICES.

(A) The person or organization in whose name utility service is listed shall be liable for, and shall pay, the charges for solid waste collection service provided for under this article.

- (B) All residential units shall be charged a monthly fee as established in the city *Manual of Fees*.
- (C) The monthly charge for solid waste collection service shall be billed by the Greenville Utilities Commission to each residential unit on a monthly basis, and shall be payable with utility charges within the time limit fixed for the payment of utility bills by the Greenville Utilities Commission.
- (D) The monthly fee charge for solid waste collection service for a residential unit shall accrue on the first day of the individual billing cycle for that unit under the billing system of the Greenville Utilities Commission. For billing cycles between 26 days and 35 days inclusive, charges will not be prorated. For billing cycles of 25 days or less and for billing cycles of 36 days and above, charges shall be prorated on a daily basis of one-thirtieth of the normal monthly charge.
- (E) Nonresidential units and mixed-use units shall be responsible for obtaining solid waste collection services from private haulers; or making other lawful and satisfactory arrangements for disposal of solid wastes.
- (F) Residential units owned, utilized, or occupied by any federal, state, or local governmental body, institution, or agency located wholly or partially in the city may receive an exemption from the payment of fees and charges for solid waste collection upon satisfactory showing to the City Manager that the governmental body, institution, or agency can remove and dispose of all solid waste at the subject location in a safe and sanitary manner.
- (G) The City Manager is and Public Works Director are authorized to establish, and to change as needed, whatever rules, regulations, interpretations, and policies as are necessary to implement and effectively administer the collection and enforcement of the fees and charges in this article. In establishing or amending the rules, regulations, interpretations, and policies authorized by this subsection, the City Manager and Public Works Director shall be guided by the following principles:
 - (1) Rules, regulations, interpretations, and policies shall be consistent with applicable state, federal, and local law;
 - (2) Rules, regulations, interpretations, and policies shall be consistent with generally accepted accounting principles, effective management oversight and control, and efficient operation; and
 - (3) Rules, regulations, interpretations, and policies shall not allow termination of electric, water, sewer, or gas service.
- (H) In addition to the fee established by the *City of Greenville Manual of Fees* pursuant to subsection (B) of this section, residential units and non-residential units shall be charged a fee as established in the *City of Greenville Manual of Fees* for any solid waste collection services provided to the unit by the city in addition to the regular solid waste collection service provided to the unit by the city. The charge for such additional solid waste collection service shall be billed by the Greenville Utilities Commission to the unit and shall be payable with utility charges within the time limit fixed for the payment of utility bills by the Greenville Utilities Commission. In the event

the unit does not have an active utility account, the charge for such additional solid waste collection service shall be billed by the city to the property owner and shall be payable within 15 days of the placement of the bill in the mail.

(Ord. No. 2685, § 17, passed 7-8-1993; Ord. No. 09-39, § 1, passed 5-14-2009)

SEC. 6-3-42 PRESUMPTION OF SERVICE.

- (A) It is presumed that all residential units in the city receive service. This presumption may be rebutted, and the fee for service released or refunded in accordance with rules, regulations, interpretations, and policies established by the City Manager.
- (B) The Director of Public Works of the city, or a designee, shall hear and decide appeals on presumption of service questions. The Director of Public Works may release or refund fees for service charged or collected under circumstances described in subsection (A) of this section, and in other circumstances as defined by rules, regulations, interpretations, and policies adopted by the City Manager pursuant to authority granted by section 6-3-41(G) of this article.
- (C) Residential and nonresidential units unoccupied for more than 30 consecutive days will be allowed an exemption from fees and charges. The burden of proof for showing that a unit has been unoccupied for more than 30 consecutive days shall be upon the party responsible for paying the fees and charges established in this article, and shall be done on a month-to-month basis on forms provided or approved by the city.

(Ord. No. 2685, § 18, passed 7-8-1993)

SEC. 6-3-43 PENALTIES.

- (A) Any willful and knowing refusal to pay fees assessed for solid waste collection services shall subject the offender to a civil penalty in the amount of \$50. It is presumed that payment of the total utility bill, minus the amount of the solid waste collection fee, is a willful and knowing refusal to pay.
- (B) Unpaid accounts for fees or charges under this article may be enforced by appropriate civil actions for the collection of amounts due, or by other appropriate relief.
- (C) Unpaid solid waste collection fees shall be included in the fees and charges which must be repaid before utility service is resumed in those cases where failure to pay utility charges has resulted in discontinuance of utility service.

(Ord. No. 1639, § 1, passed 8-14-1986; Ord. No. 2339, § 8, passed 6-13-1991; Ord. No. 2685, § 19, passed 7-8-1993)

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution, or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 4. This ordinance shall become effective upon its adoption.

This the 10th day of October, 2024.		
	P.J. Connelly, Mayor	
ATTEST:		
Valerie P. Shiuwegar, City Clerk		

ORDINANCE NO. 24-____

AN ORDINANCE TO REPEAL AND REPLACE TITLE 6, CHAPTER 3 OF THE CITY OF GREENVILLE CODE OF ORDINANCES

WHEREAS, the City of Greenville, North Carolina, by and through its City Council, has heretofore adopted the "Garbage and Refuse Collection and Disposal" Ordinance currently published in Chapter 3 of Title 6 of the City Code of Ordinances; and

WHEREAS, amendments to Chapter 3 of Title 6 are necessary to remove and/or correct outdated information, ensure the City's safety needs are met, address community aesthetics and citizen complaints, and authorize assessment of a fee for violation of the ordinance and collection of the fee through the utility billing system;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Greenville, North Carolina, that:

Section 1: Title 6, Chapter 3 of the Code of Ordinances, City of Greenville, is hereby repealed and replaced to read as follows:

CHAPTER 3: GARBAGE AND REFUSE COLLECTION AND DISPOSAL

Article A. General Provisions

Section	
6-3-1	Definitions
6-3-2	Unlawful deposits of refuse
6-3-3	Removal of garbage and refuse
6-3-4	Receptacles
6-3-5	Interference with contents of receptacles
6-3-6	Duties of property owners, landlords and tenants
6-3-7	Tree limbs, cuttings, shrubbery, and bulky items
6-3-8	Cardboard to be flattened for pickup service
6-3-9	Receptacles
6-3-10	Collection or storage of used beverage cans, bottles or cartons
6-3-11	Special services

Article B. Container Policy

Division 1. Industrial, Commercial and Institutional

6-3-21	Industrial byproduct waste
6-3-22	Pickup schedules
6-3-23	Containers; required equal to need; concrete pickup platform
6-3-24	Same; design and capacity
6-3-25	Same; purchase and maintenance

Division 2. Condominiums and Multi-Family Dwellings

6-3-31	Developers and owners to provide containers; container capacity required
6-3-32	Location of containers and compactors; inclusion in site plan
6-3-33	Same; pickup accessibility
6-3-34	Purchase and maintenance of containers and compactors
6-3-35	Unauthorized use of receptacle prohibited
6-3-36	Commercial/industrial refuse collection

Article C. Fees and Charges for Solid Waste Collection Services

- 6-3-41 Fees and charges for solid waste collection services
- 6-3-42 Presumption of service
- 6-3-43 Penalties

Cross-reference:

Litter control in parking lots, see §§ 11-9-1 et seq.

Statutory reference:

Power to require connections to water or sewer service and the use of solid waste collection services, see G.S. 160A-317

ARTICLE A. GENERAL PROVISIONS

SEC. 6-3-1 DEFINITIONS.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Garbage. Organic waste matter from residential areas; comprised chiefly of waste food. "Garbage" does not include moisture that may be drained in the sewer.

Industrial byproduct waste. Any garbage, refuse, bulky items, and other solid waste items accumulated as a result of industrial activities, processes, or product distribution for disposal.

Recyclables. Glass jars and bottles, aluminum beverage cans, steel cans, cardboard, plastic #1 and #2, newsprint, magazines, and other materials for which a post-consumer recycling market exists.

Refuse. Ashes, tin cans, dirty rags, trash, house sweepings, paper, paper cups, shavings, bottles and other rubbish.

Solid waste collection services. The collection of garbage, refuse, recyclables, trash, or other solid waste items that are collected by the city pursuant to the ordinances, rules, and regulations established in this chapter or in rules and regulations adopted by the Public Works Director or City Manager pursuant to authority in this chapter.

SEC. 6-3-2 UNLAWFUL DEPOSITS OF REFUSE.

- (A) No person shall throw, place, or deposit any garbage, refuse, or recyclables of any kind, on or upon any of the public streets, sidewalks, ground, and other public places within the city, unless it shall be placed or deposited in a receptacle provided and maintained for that purpose and in accordance with the provisions of this chapter. Any garbage, garbage bag, refuse, or recyclables placed on the ground is considered a violation and a threat to public health and safety. The property owner or resident could be charged \$50.00 for removal. The removal fee shall be added to the resident's monthly utility bill.
- (B) No person shall throw, place, or deposit any of the above materials, including old furniture, tires, appliances, and building materials into any city-owned and -maintained drainage ditch.
- (C) The city will not collect solid waste items that cannot be deposited in a designated disposal site, including stumps, uncured paint, chemicals, oil drums, rubbish cleared from vacant lots, logs more than six inches in diameter, and petroleum, fuel oil, or chemical storage tanks.
- (D) The city will not collect any building, renovation, or demolition debris from any residence created by a contractor, resident, or property owner.

SEC. 6-3-3 REMOVAL OF GARBAGE AND REFUSE.

No person other than those under the direction of the City Manager shall haul away or remove any garbage, refuse, or recyclables set out for collection at residential units or mixed-use complexes as in this chapter provided, except by the written consent of the City Manager. Owners or occupants of all nonresidential units are responsible for hauling, contracting for the hauling of, or otherwise disposing of garbage, refuse, and recyclables in a lawful and sanitary manner, and in all respects in accordance with the provisions of this chapter.

SEC. 6-3-4 RECEPTACLES.

- (A) All property owners, landlords, or tenants of residential dwellings shall provide receptacles for all residential garbage, refuse, and recyclables for removal by the city.
- (B) Residential garbage, refuse, and recyclables shall be stored in roll-out carts approved for collection by City equipment. Refuse and recyclable containers shall not be located behind closed fences, inside closed structures, under carports, on porches, or in any other inaccessible

location. Refuse and recyclable containers shall not be located behind closed fences, inside closed structures, under carports, on porches, or in any other inaccessible location when using special services.

- (C) The occupant of any residential dwelling unit must use a roll-out cart for garbage and/or recyclables. The cart must be purchased from the Public Works Department except that the occupant of a residential dwelling unit may use a cart purchased from a vendor other than the Public Works Department for garbage and/or recyclables and the cart utilized by the resident was approved for use at the resident's dwelling unit by the Director of Public Works or designee on or before July 1, 2010. Roll-out carts used for garbage must be rolled out to the curb before 6:00 a.m. on the day designated for garbage collection service.
- (D) Public Works employees will leave all emptied carts or curbside recyclable receptacles at or near the front yard property line. In addition, employees of the Public Works Department may relocate roll-out carts that are violations of the City's ordinance. Curbside roll-out carts in violation of the City's ordinance may be relocated away from the curb to any location on the property outside of the right-of-way by Public Works employees. The Public Works employees will leave the roll-out carts in an area accessible to the residents. This does not apply to special services residents.
- (E) No person shall place receptacles for residential garbage, refuse, or recyclables for removal by the city at curbside of a residential dwelling any earlier than dusk on the evening prior to scheduled collection. No later than daybreak of the day following scheduled collection, and at all times when not placed at the curbside for collection in accordance with the provisions of this subsection, receptacles must be removed from curbside and placed on a location on the residential property which is outside of the street right-of-way or easement and which is not located in the front yard of the property of the residential dwelling. For the purpose of this subsection, the "front yard" shall mean a yard extending across the full length of a lot from side lot line to side lot line and lying between the abutting street right-of-way or easement line and the building line. There is a front yard between each street which a property abuts and the residential dwelling located upon the property
- (F) Any person, firm or corporation violating this section shall be liable for a service fee in the amount of \$50 per occurrence for any violation, except that the Public Works Director is authorized to issue one warning prior to a resident being assessed the \$50 service fee. The Public Works Director and the City Attorney are authorized to apply the \$50 service fee to the resident's utility bill.

SEC. 6-3-5 INTERFERENCE WITH CONTENTS OF RECEPTACLES.

No person shall disturb, remove from containers, or interfere with the contents of any garbage, refuse, or recyclables set out for removal by the city, unless by permission of the Public Works Director.

SEC. 6-3-6 DUTIES OF PROPERTY OWNERS, LANDLORDS AND TENANTS.

- (A) It shall be the duty of each property owner, landlord, or tenant to see that all garbage, refuse, and recyclable containers, and the contents as in this chapter provided for, are set out for collection at such a location and time as may be assigned by the Public Works Director.
- (B) All owners of real property within the city are required at all times to remove therefrom all garbage, debris, refuse, and recyclables that pose a public health or safety hazard.

SEC. 6-3-7 TREE LIMBS, CUTTINGS, SHRUBBERY, AND BULKY ITEMS

- (A) Tree limbs, cuttings, shrubbery, and the like of more than one-half load will be hauled at such time as trucks and personnel are available. Limbs, cuttings, shrubbery, and the like must be cut in six-foot lengths or less and placed directly behind the curb or the traveled portion of the street upon the owner or tenant's property in an accessible location for collection. Tree limbs, cuttings, shrubbery, fine vegetation, debris, and junk shall be separated from each other as follows for collection:
 - (1) Cuttings, shrubbery, and hedges shall be placed together at curbside for collection. Limbs should be placed in separate piles at curbside for collection.
 - (2) Fine vegetation such as leaves, grass, and pine straw shall be placed together at the curbside for collection.
 - (3) All other junk, debris, or discarded furniture shall be placed together at curbside for collection.
 - (4) No trash, limbs, shrubbery, cuttings, junk, roll-out carts, or debris shall be placed in the gutter or on a public street.
- (B) Any business contracted by a property owner to cut or trim trees and/or shrubbery is required to haul these cuttings to the designated disposal site.
- (C) It shall be unlawful to dump tree limbs, cuttings, leaves, shrubbery, lawn clippings, junk, and the like into any city-owned or privately owned and -maintained drainage ditch.
- (D) No person shall place junk, discarded furniture, or white goods at the curbside of a residential dwelling for removal more than two days in advance of the scheduled collection day.

SEC. 6-3-8 CARDBOARD TO BE FLATTENED FOR PICKUP SERVICE.

Empty corrugated boxes, cartons, or containers shall be flattened and placed inside the resident's recycling container for collection. For large amounts of cardboard, call the Public

Works Department for collection. The Sanitation Division shall not collect any corrugated box, carton, or container that has not been flattened for recyclable collection.

SEC. 6-3-9 RECEPTACLES; PLACEMENT PROHIBITED IN RIGHT-OF-WAY.

It shall be unlawful for any person to place any garbage, refuse, or recyclable container of any kind within any portion of the right-of-way of any street, thoroughfare, or other public way for any reason other than for pickup by the Public Works Department as stated in this chapter.

SEC. 6-3-10 COLLECTION OR STORAGE OF USED BEVERAGE CANS, BOTTLES, OR CARTONS.

Except as provided in section 6-3-6, no used beverage cans, bottles, or cartons may be collected or stored outside in drums, cans, or any container other than authorized commercial rainproof refuse containers, for a period of more than 24 hours, whether the purpose of such collection or storage is for recycling or any other reason. Any receptacle, other than an authorized commercial container, used for collecting or storing such cans, bottles, or cartons shall have its contents emptied and removed.

SEC. 6-3-11 SPECIAL SERVICES.

Individuals who are unable to roll out their city-approved roll-out cart to the curb due to a medical condition may submit an application provided by the Public Works Department to request special services. The application shall require a physician to fill out a section of the application stating the condition that prevents the applicant from rolling out the cart and the term of the condition. The Public Works Director or designee shall approve or disapprove all requests for special services. In considering a request, the Public Works Director or designee shall consider if the application has been fully completed including the physician's statement section, and shall verify the application and verify there are no other residents residing at the address that can roll out the cart. If an application for special services is approved, the applicant must purchase a cityapproved roll-out cart to receive the special services and allow the Public Works Department to install a special services placard on the purchased cart. The approved applicant will be charged the curbside fee. The Public Works Department collection crews will go to the location in the backyard that is accessible to a two-wheeled cart, roll out the cart to dump into the refuse truck, and return the cart to the designated location. This service, if approved, is effective for the term noted by the physician on the application form. This service is available only to single-family and multi-family residents.

ARTICLE B. CONTAINER POLICY

DIVISION 1. INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL

SEC. 6-3-21 INDUSTRIAL BYPRODUCT WASTE.

The Public Works Director may collect industrial byproduct waste to supplant the safety of the public, life, and health. Otherwise, industrial byproduct waste will not be accepted or collected for disposal by the city.

SEC. 6-3-22 PICKUP SCHEDULES.

Garbage, trash, and recyclables will be picked up from residential property on a regular schedule as established by the Director of Public Works.

SEC. 6-3-23 CONTAINERS; REQUIRED EQUAL TO NEED; CONCRETE PICKUP PLATFORM.

Multi-family dwellings will be serviced by the city by a container-type refuse truck; therefore, these locations will be required to store their garbage, trash, or other waste in container sizes of four, six, or eight cubic yards equivalent to their needs. Multi-family dwellings with existing three or four cubic yard dumpsters will be allowed to be serviced with existing three or four cubic yards dumpsters if they are compatible with front-loader refuse trucks. Compactors or roll-out carts are an option in accordance with the provisions of subsections (C) and (D) of Section 6-3-31. All multi-family dwellings will be required to install their own concrete platform for these containers. All multi-family dwellings will be required to install recycling centers with the required number of 96-gallon containers except that the city will install recycling centers at multi-family dwellings approved for construction prior to July 1, 2010. The recycling centers must have city-standard fencing, concrete pads, signage, and containers. Any request for an alternative design must be approved by the Director of Public Works or designee. The location of these containers will be chosen with regard to the best interest of public safety and to where the city refuse trucks can service them with the least maneuvering. Final approval as to the location will be made by the Director of Public Works or designee.

SEC. 6-3-24 SAME; DESIGN AND CAPACITY.

Containers will be of an approved design, as provided by the Public Works Department, and of four, six, or eight cubic yards capacity. Containers must be made of approved materials used for solid waste dumpsters. The lid must be maintained by the owner in a manner such that the lid opens and closes easily. Recycling containers shall be city-approved 96-gallon roll-out containers designed for dumping by city semi-automated refuse trucks.

SEC. 6-3-25 SAME; PURCHASE AND MAINTENANCE.

(A) It will be the responsibility of the owner to make the original purchase of containers. It includes a 90-day warranty if purchased from the city.

- (B) The city will repair any container with a city warranty that is damaged by its refuse trucks and/or employees. It shall be the responsibility of the owner to bear all costs of replacement or repairs of siding, bottoms, lids, and necessary patching of any holes developing in such containers.
- (C) The city will be responsible for providing maintenance of all recycling centers with city-standard fencing, concrete pads, signage, and containers after the recycling center is approved for service by the city. If alternative fencing or structures are utilized, the city will not be responsible for the maintenance of the alternative fencing or structure. If vegetation is used for the screening requirement in lieu of fencing, the city will not be responsible for the maintenance or replacement of the vegetation.
- (D) Notwithstanding the provisions of subsections (A) and (B), owners of multi-family units may elect to utilize a compactor in lieu of meeting the requirements of subsection (A) or (B) above if approved by the Director of Public Works or designee. The compactor will receive solid waste collection service from the city or a company contracted by the city. The ratio of compaction to uncompacted garbage shall be submitted as a part of the request for approval of a compactor. The compactor must be sized to be equivalent to one yard of uncompacted garbage dumpster space per four units. The area inside the compactor enclosure must be kept clean and without safety hazards. To be considered for approval by the Director of Public Works or designee for a compactor, the developer or owner shall submit the following:
 - (1) Plan for how residents will dispose of garbage in the event of compactor failure;
 - (2) Specifications for compactor including compaction ratio;
 - (3) Site location plan for compactor;
 - (4) Access plan for servicing compactor;
 - (5) Compactor access plan for residents meeting all applicable accessibility requirements;
 - (6) Plan for a limitation on the time periods when the compactor will be operational for the purpose of limiting potential noise disturbance; and
 - (7) Recycling plan for the multi-family complex.
- (E) Notwithstanding the provisions of subsections (A) through (D) above, the City Council may authorize tests, trials, or experimental arrangements for solid waste collection.

DIVISION 2. CONDOMINIUMS AND MULTI-FAMILY DWELLINGS

SEC. 6-3-31 DEVELOPERS AND OWNERS TO PROVIDE CONTAINERS;

CONTAINER CAPACITY REQUIRED.

- (A) Developers and owners of multi-family dwellings, or duplexes that have ten or more units, must provide containers as follows:
 - (1) Three to 24 living units: one eight-cubic yard container;
 - (2) More than 24 living units: one eight-cubic yard container for every 24 units or fraction thereof; and
 - (3) Recycling centers must be constructed with a minimum ratio of one 96-gallon container for each 15 units or any fraction thereof. A minimum of three 96-gallon containers for recycling is required for any complex with less than 20 units.
- (B) Owners and developers of mobile home parks, as defined in Title 9, Chapter 4 of the City Code with ten or more mobile homes, must provide containers on the same ratio of units to containers as prescribed in subsection (A) above.
- (C) Notwithstanding the provisions of subsections (A) and (B), developers and owners of multi-family units, duplexes, or mobile home parks may elect to provide each unit with roll-out carts in lieu of meeting the requirements of subsection (A) or (B) above. If roll-out carts are used under the election provided by this subsection, the carts and the proposed site plan for locating carts must be approved by the Director of Public Works. The Director shall consider the accessibility of the proposed locations, the protection of public health, and the compatibility of the carts with city collection equipment when approving or disapproving plans for cart use. If roll-out carts are approved by the Director of Public Works, curbside recycling will be collected in 64- or 96-gallon city-approved roll-out carts.
- (D) Notwithstanding the provisions of subsections (A) through (C) above, the City Council may authorize tests, trials, or experimental arrangements for solid waste collection.

SEC. 6-3-32 LOCATION OF CONTAINERS AND COMPACTORS; INCLUSION IN SITE PLAN.

Developers of condominiums and multi-family dwelling developments, including such developments which also have duplex houses, will include in the site plan the location for containers, compactors, and recycling centers to be serviced by the city for approval by the Director of Public Works or designee. Containers, compactors, and recycling centers shall be provided by the developer on site before a certificate of occupancy for the structure shall be issued by the city.

SEC. 6-3-33 SAME; PICKUP ACCESSIBILITY.

Containers, compactors, and recycling centers must be located for accessibility by Sanitation Division or city contractor pickup equipment.

SEC. 6-3-34 PURCHASE AND MAINTENANCE OF CONTAINERS AND COMPACTORS.

- (A) It will be the responsibility of the owner to purchase containers or compactors and to maintain and repair them except that the city will repair any container or compactor damaged by its refuse trucks and/or employees. Specifically, it shall be the responsibility of the owner to bear all costs of replacement of siding, bottoms, and lids, and necessary patching of any holes developing in the containers. It shall be the responsibility of the owner to maintain the container or compactor in a serviceable condition and to make necessary repair or replacement of the container or compactor within seven days of notice of needed repair.
- (B) The city will be responsible for maintaining all recycling centers with city-standard fencing, concrete pads, signage, and containers after the recycling center is approved for service by the city. If alternative fencing or structures are utilized, the city will not be responsible for the maintenance of alternative fencing or structures. If vegetation is used for screening in lieu of fencing, the city will not be responsible for maintenance or replacement of vegetation.

SEC. 6-3-35 UNAUTHORIZED USE OF RECEPTACLE PROHIBITED.

It shall be unlawful for any person to place, or allow to be placed, any garbage or refuse in any receptacle, in any recycling center, at any refuse collection point, or in any refuse container used in the commercial or multi-family garbage collection service unless the garbage or refuse is from the premise(s) served by such container or from the premise(s) at which the receptacle is located. It shall also be unlawful for any person to utilize a city-owned dumpster, recycling center, or trash receptacle as a means to dispose of garbage or refuse from the premises of a commercial or industrial business. Any unauthorized use of a receptacle shall subject the offender(s) to a civil penalty in the amount of \$50, and the Public Works Department is authorized to issue citations.

SEC. 6-3-36 COMMERCIAL/INDUSTRIAL REFUSE COLLECTION.

It shall be the responsibility of all commercial/industrial businesses to provide refuse collection and disposal service equivalent to their needs. It shall also be the responsibility of each business to contract with an approved hauler of their choice for service arrangements. Any firm or corporation violating this section shall be liable for a civil penalty in the amount of \$50. Each day's continuing violation shall constitute a separate offense. The Public Works Director and the City Attorney are authorized to pursue the collection and enforcement of civil penalties through the courts of North Carolina.

ARTICLE C. FEES AND CHARGES FOR SOLID WASTE COLLECTION SERVICES

SEC. 6-3-40 DEFINITIONS.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Nonresidential unit. Any room or group of rooms used for business, commercial, educational, religious, or other nonresidential use.

Occupant. Any person who, alone or jointly with others, is in actual possession of any residential unit or of any other improved real property, either as owner or tenant.

Residential unit. Any room or group of rooms forming a single habitable unit, including houses, apartment units, mobile homes, condominium units, and townhouses, but not including hotel or motel living quarters.

Solid waste collection. The collection of solid wastes, including garbage, recyclables, and refuse, without regard to whether the collection is from trash cans, roll-out carts, containerized service, trash collection, or any combination of these services.

SEC. 6-3-41 FEES AND CHARGES FOR SOLID WASTE COLLECTION SERVICES.

- (A) The person or organization in whose name utility service is listed shall be liable for, and shall pay, the charges for solid waste collection service provided for under this article.
- (B) All residential units shall be charged a monthly fee as established in the city *Manual of Fees*.
- (C) The monthly charge for solid waste collection service shall be billed by the Greenville Utilities Commission to each residential unit on a monthly basis and shall be payable with utility charges within the time limit fixed for the payment of utility bills by the Greenville Utilities Commission.
- (D) The monthly fee for solid waste collection service for a residential unit shall accrue on the first day of the individual billing cycle for that unit under the billing system of the Greenville Utilities Commission. For billing cycles between 26 days and 35 days inclusive, charges will not be prorated. For billing cycles of 25 days or less and for billing cycles of 36 days and above, charges shall be prorated on a daily basis of one-thirtieth of the normal monthly charge.
- (E) Nonresidential units and mixed-use units shall be responsible for obtaining solid waste collection services from private haulers or making other lawful and satisfactory arrangements for disposal of solid wastes.
- (F) Residential units owned, utilized, or occupied by any federal, state, or local governmental body, institution, or agency located wholly or partially in the city may receive an exemption from the payment of fees and charges for solid waste collection upon satisfactory

showing to the City Manager that the governmental body, institution, or agency can remove and dispose of all solid waste at the subject location in a safe and sanitary manner.

- (G) The City Manager and Public Works Director are authorized to establish, and to change as needed, whatever rules, regulations, interpretations, and policies are necessary to implement and effectively administer the collection and enforcement of the fees and charges in this article. In establishing or amending the rules, regulations, interpretations, and policies authorized by this subsection, the City Manager and Public Works Director shall be guided by the following principles:
 - (1) Rules, regulations, interpretations, and policies shall be consistent with applicable state, federal, and local law;
 - (2) Rules, regulations, interpretations, and policies shall be consistent with generally accepted accounting principles, effective management oversight and control, and efficient operation; and
 - (3) Rules, regulations, interpretations, and policies shall not allow termination of electric, water, sewer, or gas service.
- (H) In addition to the fee established by the *City of Greenville Manual of Fees* pursuant to subsection (B) of this section, residential units and non-residential units shall be charged a fee as established in the *City of Greenville Manual of Fees* for any solid waste collection services provided to the unit by the city in addition to the regular solid waste collection service provided to the unit by the city. The charge for such additional solid waste collection service shall be billed by the Greenville Utilities Commission to the unit and shall be payable with utility charges within the time limit fixed for the payment of utility bills by the Greenville Utilities Commission. In the event the unit does not have an active utility account, the charge for such additional solid waste collection service shall be billed by the city to the property owner and shall be payable within 15 days of the placement of the bill in the mail.

SEC. 6-3-42 PRESUMPTION OF SERVICE.

- (A) It is presumed that all residential units in the city receive service. This presumption may be rebutted, and the fee for service released or refunded in accordance with rules, regulations, interpretations, and policies established by the City Manager.
- (B) The Director of Public Works of the city, or a designee, shall hear and decide appeals on presumption of service questions. The Director of Public Works may release or refund fees for service charged or collected under circumstances described in subsection (A) of this section, and in other circumstances as defined by rules, regulations, interpretations, and policies adopted by the City Manager pursuant to authority granted by section 6-3-41(G) of this article.

SEC. 6-3-43 PENALTIES.

(A) Any willful and knowing refusal to pay fees assessed for solid waste collection services

shall subject the offender to a civil penalty in the amount of \$50. It is presumed that payment of the total utility bill, minus the amount of the solid waste collection fee, is a willful and knowing refusal to pay.

- (B) Unpaid accounts for fees or charges under this article may be enforced by appropriate civil actions for the collection of amounts due, or by other appropriate relief.
- (C) Unpaid solid waste collection fees shall be included in the fees and charges which must be repaid before utility service is resumed in those cases where failure to pay utility charges has resulted in discontinuance of utility service.
- **Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.
- **Section 3**. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution, or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 4. This ordinance shall become effective upon its adoption.

This the 10th day of October, 2024.

	P.J. Connelly, Mayor	
ATTEST:		
Valerie P. Shiuwegar, City Clerk		