

# Northwest Commission

## Bus Stop Guidelines: Design and Amenity Standards



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Northwest Commission

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## Introduction

The Northwest Commission service area has three fixed route bus agencies operating in Clarion, Crawford, Venango and Warren counties. Crawford Area Transportation Authority and Venango County Transit (CATA), Transit Authority of Warren County (TAWC) and Area Transportation Authority of North Central Pennsylvania (ATA) enhance access to jobs and recreation in the communities they serve. Bus stops are a vital component to connecting passengers to these services. Toward that point, it is important to provide safe and easy access as well as comfortable amenities for users at all levels of ability.

This report will review the condition of bus stop facilities in CATA and TAWC's service areas. Between these two agencies, there are 16 fixed routes serving close to 400 bus stops. The purpose of this project is to offer uniform guidelines for the design and location of these bus stops as well as other related passenger facilities. The intent of these guidelines is for them to be adopted by member agencies and apply them to the design of future bus stop installation and relocation projects.

This document identifies guidelines for the design of bus stops and associated amenities. Exact design must reflect the constraints of the bus stop location and fit within the surrounding environment.

## 1 Passenger Facility Design and Guidelines

To be useful accessible, transit facilities need to be designed to high standards so all passengers can utilize them. In order to do this, infrastructure along with supplemental amenities need to be connected to pedestrian networks and not diminish

### 1.1 Bus Stop Position

Bus stop positions are based on their proximity and location related to an intersection. There are three standard bus stop positions: Far-Side, Near-Side and Mid-Block. Each of these positions along with the guidelines for their design are discussed below.

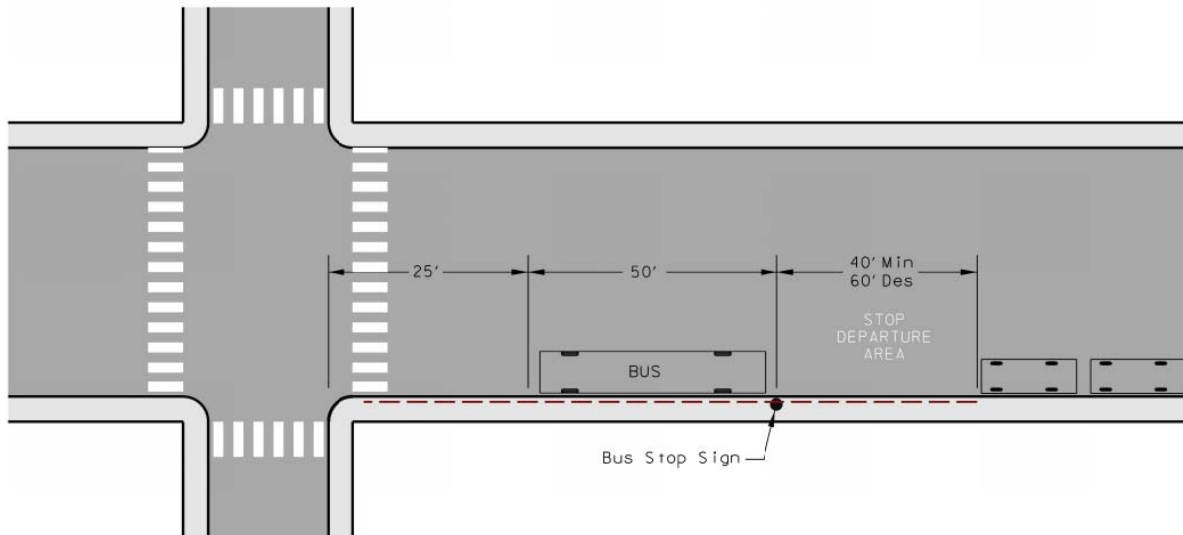
#### 1.1.1 Far-Side Stops

A far-side stop is located immediately after an intersection, usually within 100 feet. The recommended placement for the landing area is 75 feet of the intersection's tangent point. Typically, this is the best location for stop placement due to the fact that the bus can make it through the intersection improving efficiency. Moreover, it is a better position from a safety perspective because the bus does not limit sight distance for vehicles or force offboarding passengers to cross the street in front of the bus.

Other characteristics that should be implemented in far-side stop design include:

- 25 feet clearing between the end of the intersection and back of the bus when stopped.
- A bay long enough to accommodate bus length.
- At least 40 feet clearing after the bus stop sign to reenter traffic.

### Far-Side Bus Stop Example



FAR-SIDE STOP ( 1 BUS)

NOT TO SCALE

### 1.1.2 Near-Side Stops

Near-side stops occur when a bus stops 0 to 100 feet preceding the crossing street of an intersection. The recommended placement is 50 feet from the intersection's tangent point. This location is usually closer to a crosswalk minimizing walking distances for passengers. The tradeoff in terms of safety is that it limits pedestrian's visibility when they attempt to cross the street. This location also allows for passengers to load and unload at a red light or stop sign, potentially reducing the need for the bus to stop twice within a short distance. However, this placement may force the bus to idle for two light cycles and block traffic behind them.

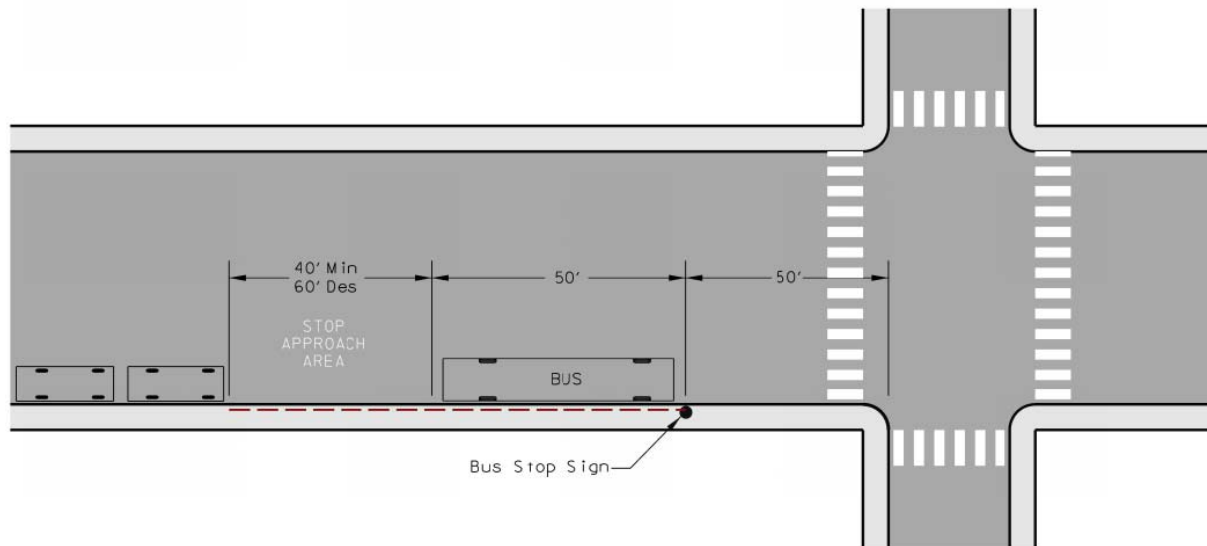
Though far-side stops are highly recommended in many situations, sometimes there are barriers in terms of space available and connecting pedestrian access. Near-side stops are acceptable stop locations, especially in residential areas with limited traffic and reduced speed limits.

Other characteristics that should be implemented in near-side stop design include:

- 50 feet clearing between the start of the intersection and front of the bus when stopped.
- A bay long enough to accommodate bus length.
- At least 40 feet clearing to approach and enter bus stop bay.



### Near-Side Bus Stop Example



NEAR-SIDE STOP ( 1 BUS)

NOT TO SCALE

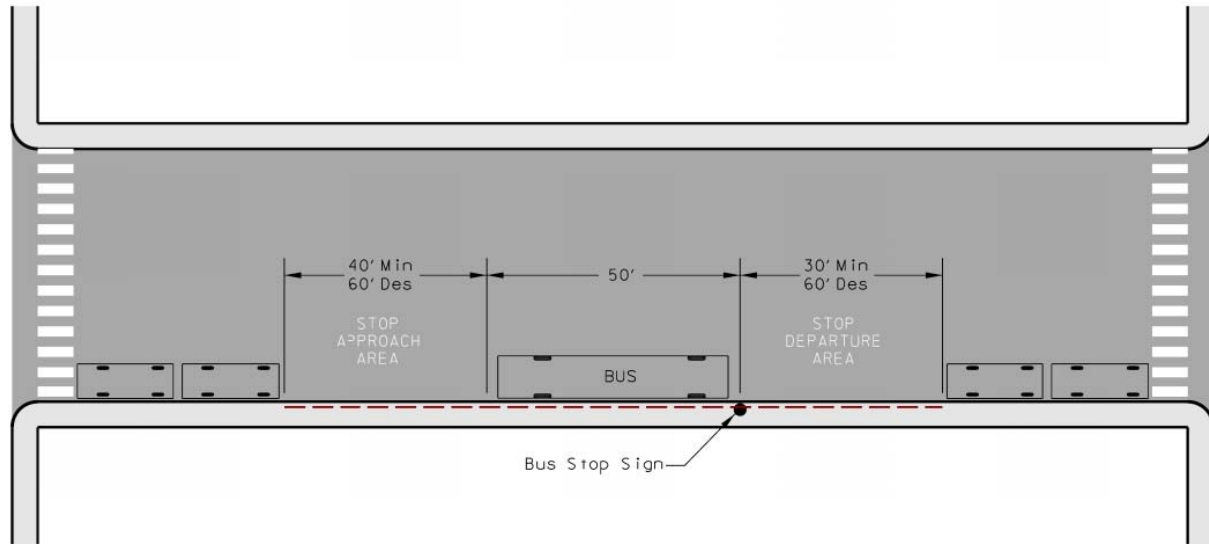
### 1.1.3 Mid-Block Stops

Mid-block stops are located in between intersections as well as rural roads where cross streets are limited. This can create unsafe conditions for passengers since they are forced to choose to cross the street illegally or walk a greater distance to an intersection where it is safer to cross. In many cases they will pick the former option. These locations should be considered for unique circumstances where there is a designated pull-off area for the bus can pull over and reenter traffic safely or when no safe crossing exists. Moreover, they are more successful when the bus serves the same location in both directions of travel.

Other characteristics that should be implemented in mid-block stop design include:

- Consider additional length for high speed corridors.
- A bay long enough to accommodate bus length.

### Mid-Block Bus Stop Example



**MID-BLOCK STOP ( 1 BUS )**  
NOT TO SCALE

#### 1.1.4 Other Bus Stop Placement Considerations

Other factors to take into consideration when determining the position of a stop include: its proximity to the corresponding stop in the opposite direction, blocking of driveways/commercial entrances and private property.

If a passenger boards a bus going in one direction it is likely they will depart at a location on the other side of the street when the bus makes a return trip. These corresponding stops should be located at the same intersection where a passenger can safely cross the street. This standard does not apply to stops that are served in both directions of a route.

To avoid accidents and conflict with property owners, stops should not be placed 60 feet after a driveway or business entrance when possible. Blocking a driveway or business entrance can lead to vehicle accidents and forces passengers to board/alight close to traffic.

Another related topic to consider is having legal agreements with property owners when routes serve shopping malls, business campuses, apartment complexes, etc. to circumvent liability issues. A memorandum of agreement (MOA) with a property owner gives the agency permission to serve the property and not be responsible for maintenance, road wear and tear, snow removal and personal injury/accidents. See section 3 for more details on private property arrangements

## 1.2 Bus Pull-Offs

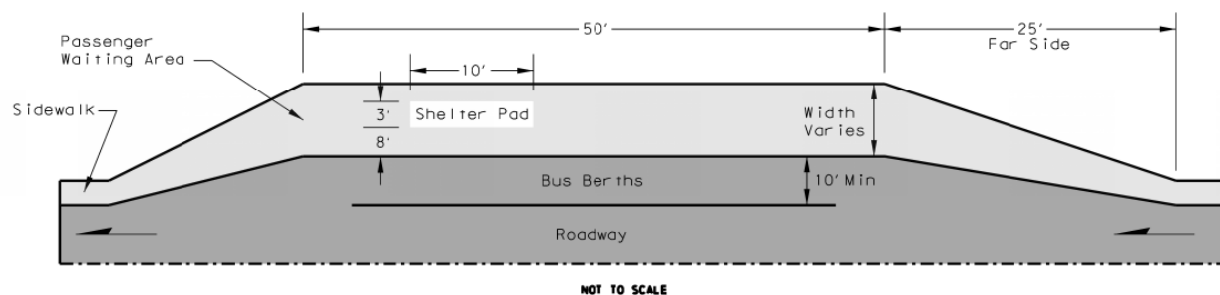
These facilities allow a bus to safely load/unload passengers without stopping in the travel lane and blocking traffic. Agencies should prioritize installing pull-offs where vehicles travel at a high rate of speed (>45 MPH) and there is limited space on the shoulder to safely pull over without impeding a travel lane. Pull-offs also improve safety where there are roadway congestion and capacity issues. However, they should be placed strategically due to the fact that a major tradeoff of installing too many is that it will impact travel times by causing the bus to wait to re-enter traffic. Bus pull-off design should include

- Minimum of 10 feet wide between travel lane and curb to avoid mirror obstruction and sideswipe accidents.
- Minimum of 90 feet long from start point to end point, 50 feet (assuming 40 ft. bus) of which must be 10 feet wide. The additional length outside the 10 feet minimum allows for the bus to safely approach the stop in the pull-off area as well as re-enter traffic.
- If the pull-off is intended to serve multiple buses stopping/laying over add 50 feet for each additional bus.
- 5 feet by 8 feet landing area consistent with ADA standards including hard no slip surface, less than 2% slope, perpendicular to the curb, connected to pedestrian access route, etc.
- Consider a larger landing area if other amenities need to be added (bench, shelter or garbage bin).
- Landing area adjacent to pull-off should be connected to pedestrian amenities also consistent with ADA standards such as sidewalks at least 5 feet in width, crosswalks (signalized depending on speed) and truncated domes connected to crosswalk with appropriate slope.
- Preferred location is far-side with the landing area at least 75 feet from tangent point of the intersection.
- Secondary option would be to install near-side (landing area also 75 feet from the tangent point of the intersection).

Mid-block locations should only be considered where there are major transit destinations. Due to increased vehicle speeds away from intersections, consider increasing the length for mid-block pull offs to safely re-enter traffic.

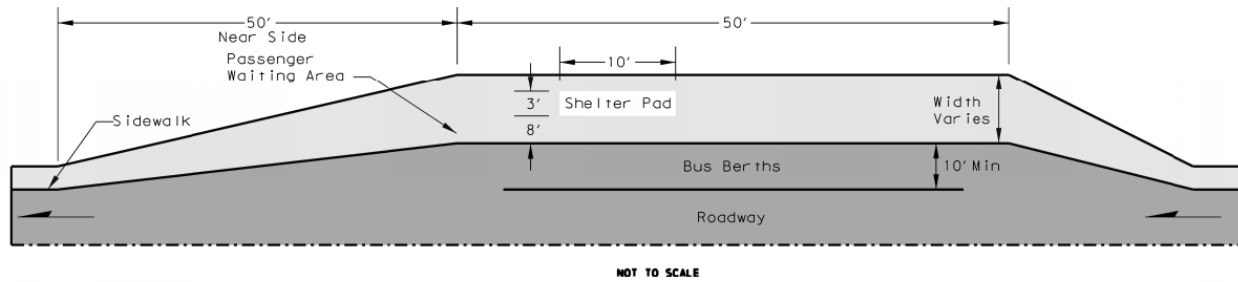
### Pull-Off Examples

#### Far-Side

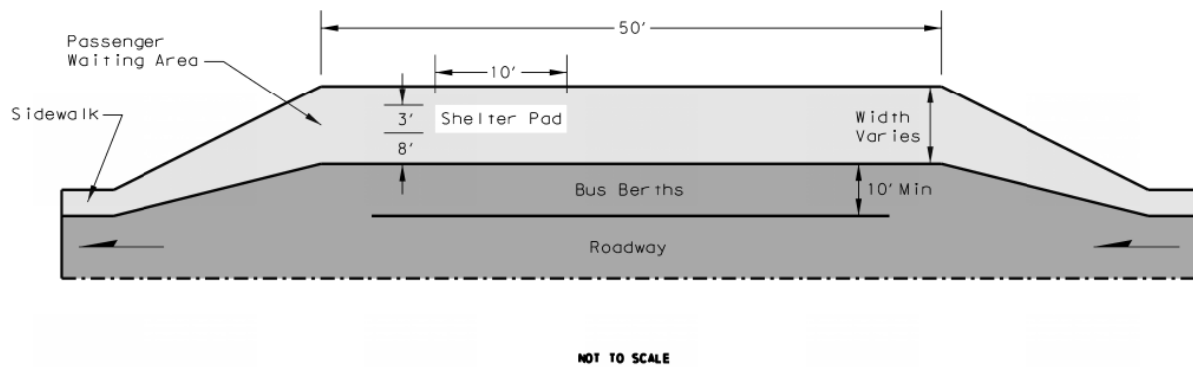


#### Near-Side

## BUS STOP GUIDELINES: DESIGN AND AMENITY STANDARDS



### Mid-Block



### 1.3 Interstop Distance

Historically, public transit agencies have followed a guideline of no more than 1 stop per  $\frac{1}{4}$  mile. This allows for greater access to passengers as well as operational efficiency. Nevertheless, there are advantages to installing stops closer or further apart based on population density, business activity or other characteristics that create transit destinations. According to PennDOT report in 2012, “there is a trade-off between providing a high number of stops (thus increasing service coverage and maximizing ridership) while still allowing the transit service to operate at reasonable speeds and trip times.”<sup>1</sup> Listed below is a table for recommended distances based on population density per the same PennDOT report:<sup>2</sup>

Bus Stop Spacing		
Context	Stops	Typical Spacing
Urban Core, Town Center	10 to 12 per mile	450 ft.
Town/Village Neighborhood, Suburban Center	5 to 10 per mile	750 ft.
Suburban Corridor, Suburban Neighborhood	4 to 6 per mile	1,000 ft.

<sup>1</sup> PennDOT Chapter 19 page 5

<sup>2</sup> Ibid page 5

Rural	As needed	As needed
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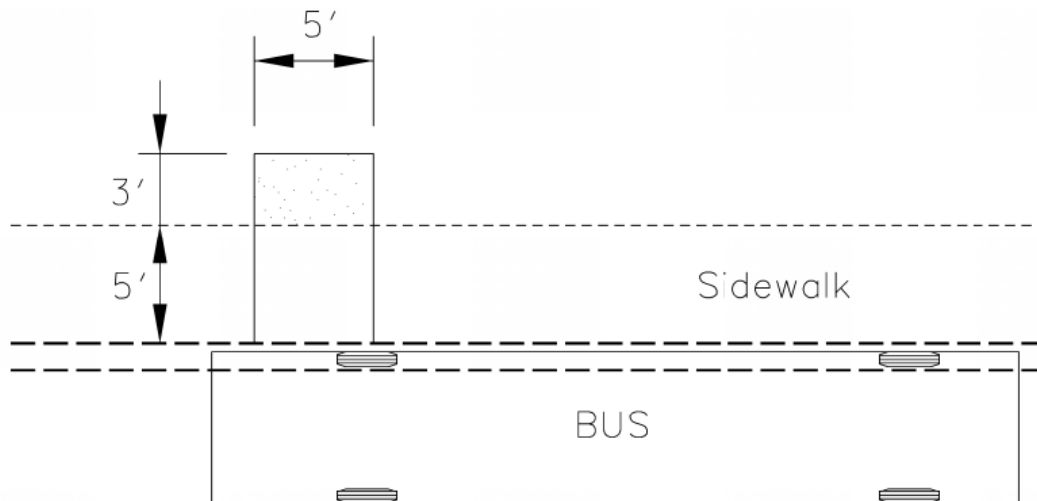
For the Northwest region, typically the standard should be 4 per mile in non-rural areas. In rural areas, agencies should review spacing on a case by case basis. Other factors, such as transit demand, pedestrian connectivity, and right of way come into play when considering new stops.

#### 1.4 Landing Area and Pad

Bus stop landing areas, and bus pads are the designated area at a stop to provide safe boarding and alighting of passengers. According to the most recent American's with Disabilities Act (ADA) regulations, **all new or relocated bus stops must consist of, at minimum, an ADA compliant bus pad.**

Bus pads must have a constant solid area attached to the curb that is at least 5 feet parallel to the street, 8 feet perpendicular to the street and be poured at a thickness of at least 4 inches. See figure below for detailed design of landing area.

##### Landing Area Design



This bus pad does not necessarily need to be a stand-alone and can be integrated into a sidewalk or other public right-of-way feature. In areas where there is not sufficient space for the installation of an ADA compliance bus pad, such as existing urban streets where buildings sit closer than 8' from the curb, the transit authority must document that all efforts were made to make the bus stop ADA compliant and enumerate the physical elements that have prohibited full compliance.

In terms the material, concrete is preferred however other hard slip resistant surfaces such as asphalt are acceptable. Notwithstanding, the slope of the landing area should not be greater than 2% in order to comply with ADA standards.

It is important to keep in mind that the pad needs to be adjacent to the curb or road edge and not be blocked by a parking space, loading zone, or other obstacle. The bus needs enough room to approach the pad, stop next to the pad (deploy wheelchair ramp if necessary), and depart safely.

### 1.5 Passenger Shelter

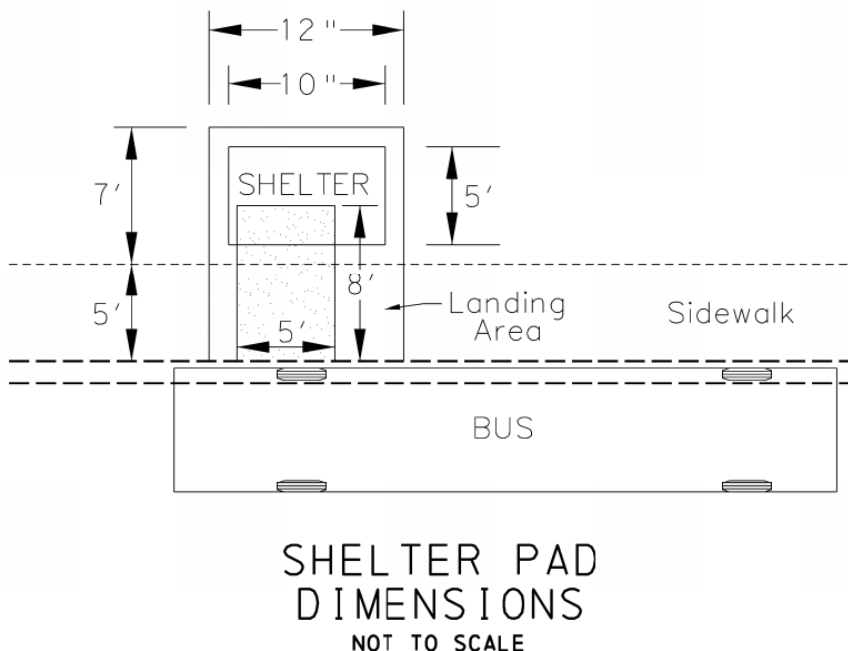
Bus Stop Passenger Shelters should be installed at stops where a large amount of boardings occur and where wait times between buses may be excessively long. Shelters provide an increased level of comfort and protect passengers from harsh weather conditions. Three important factors to keep in mind when prioritizing shelter locations include:

- High activity stop locations, typically top 5% to 10% of weekday boardings.
- Major transfer points where multiple routes serve the same stop.
- Including enough space for shelter (depending on the size) not blocking landing area or pedestrian access route per ADA standards.

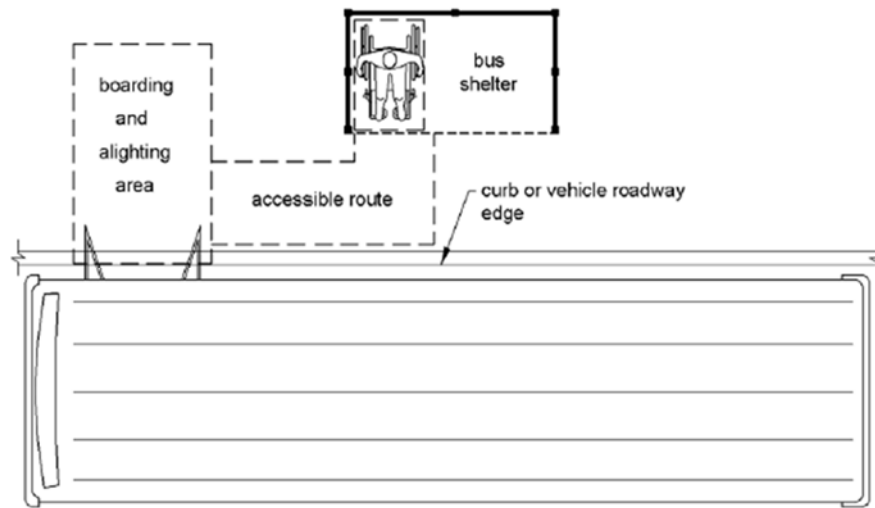
Shelter sizes vary based on the specific needs and intended location for the shelter. The most common design is a three-sided structure that is approximately 5' x 10' in size and serves 5-6 people simultaneously. Shelters should be sized appropriately based on the intended utilization and may be scaled down accordingly. Appendix A indicated a preferred specification for a shelter in the Northwest region.

The shelter requires an independent pad to meet standard construction specifications. The pad should extend 1 foot in all directions beyond the shelter, 7' x 12' for a 5' x 10' shelter and be poured to a depth of 6 inches. The presence of a bus shelter does not mitigate the need for a boarding/alighting area pad of 5' x 8' as discussed in the previous section. Shelter layouts 1 and 2 provide examples of shelter placement in relation to the landing area and accessible route/sidewalk.

#### Shelter Layout 1



## Shelter Layout 2



Additional design characteristics that should be kept in mind include:

- At least 84 inches of vertical clearance between the shelter ceiling and the sidewalk surface.
- Minimum of 8' of right-of-way, from the face of the curb or roadway edge of pavement to back of the right-of-way.
- Must have a clear ground space of 30"x48" and not computer with 1.5' in front of an installed seat.
- Should not be closer than 50' to at-grade railroad crossings.
- Use of sturdy materials (metal, brick, Plexiglas, etc.) to prevent damage from the elements or vandals.
- Location should not block the view of pedestrians or motorists and create an unsafe traffic condition.
- If bench or backrest is included in shelter, at least 48 inches along the back need to be designated for a wheelchair.
- Monitor the condition over time to see if any parts are damaged, have graffiti or need to be cleaned.
- Provide schedule information for routes served at that shelter.
- Place near street lights or install light fixtures to improve visibility for passengers and operators alike.
- Keep any local ordinances in mind for design standards, advertising and location.
- For a more detailed design, please see Appendix A for sample shelter specification.

## 1.6 Signage

Bus stop signs should clearly identify the location where passengers can utilize fixed route transit service. It is equally important that the sign provides details of the routes served by the stop as well as customer service contact information.

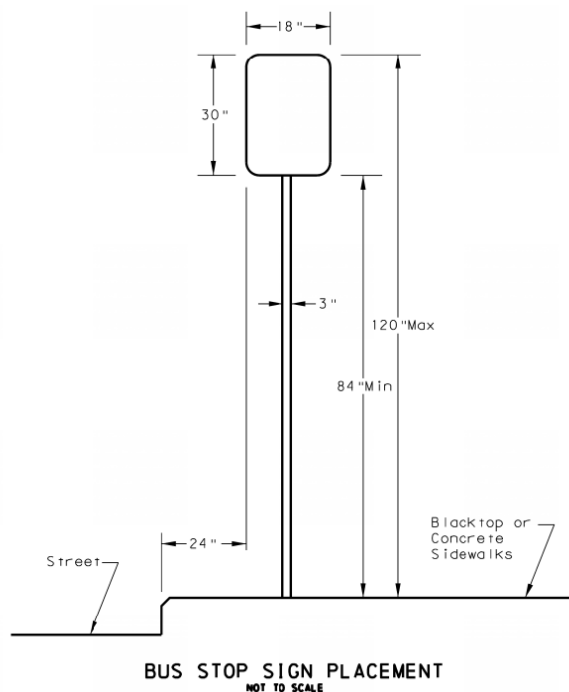
Helpful details on a sign include:

## BUS STOP GUIDELINES: DESIGN AND AMENITY STANDARDS

- The route(s) name, number, color, or letter.
- The route destination (if route name applies for directional service).
- Stop ID number.
- Customer service information
- Agency logo and name.
- Schedule information.
- Detours and public notice for proposed service changes or agency meeting poster.

Beyond the content of the sign there are important characteristics to consider in terms of the physical placement and location. In the past, many agencies have affixed signs to telephone poles, light fixtures and existing sign posts. The current best practice is to install new or relocated signs on their own standalone steel posts. When installing these signs, the following standards should be followed:

- Vertical clearance of 84 inches from the ground to the bottom of the sign.
- Maximum height of 120 inches from the ground to the top of the sign
- Sign dimensions 30 inches by 18 inches aluminum rectangle 3 inches wide pole
- Minimum clearance of sign post from the road edge should be at least 24 inches to avoid the bus from striking the pole or mirror hitting the sign.
- Place sign close enough to pad or designated landing area so passenger and operator alike know where the front door will serve the stop. Usually immediately after the pad or landing area.
- Sign and post should be clearly visible facing the opposite direction of vehicle traffic and not blocked by trees, signs, buildings or other obstacles.
- Ensure sign is placed in the right of way and check for existing utilities before installation. When placing stop on private property, compose MOA so property owner is responsible for installation and sign maintenance.
- Indicated no parking or loading in the designated pull-off areas.





## 1.7 Pedestrian Access

It is inevitable that every fixed route bus passenger will walk to or from a bus stop between their origin/destination. For this purpose, adequate and safe pedestrian connectivity is key to serving passengers. Stops should be located close to intersections with sidewalk connections and crosswalks at the intersections.

Though a 5-foot-wide concrete sidewalk with less than 2% cross slope is the preferred pathway, other pedestrian access routes between bus stops and cross street are acceptable depending on the circumstances.<sup>3</sup> At a minimum, an accessible path must be provided to the nearest public right of way for all new, relocation, or renovated bus stops. Furthermore, these paths must be connected to intersections

## 2 Additional Passenger Amenities

In this section we will review when it is appropriate to install additional features at a bus stop. These features include; benches, shelters, lighting, bike racks, and garbage bins. However, each individual section will describe the benefits of each amenity and when installing them is appropriate. Following the description of individual amenities, we will review appropriate sign content

### 2.1 Bench

A bench at a stop adds an extra level of comfort for passengers waiting for their bus to arrive. Benches are usually located at stops with high boarding demand and less at alighting locations. Based on average weekday boarding data, agencies should prioritize installing benches at the top 10% to 15% of stops.

Another factor to consider is the amount of space or right of way there is to install these amenities. It is important to maintain landing area and sidewalk width requirement for ADA compliance. The recommended length of a bench is 2' x 6' feet. For this purpose, an additional pad (measuring at least 3' x 7') needs to be installed behind the landing area to not obstruct the walking path.

Other factors to consider in terms of the design and placement include:

- Legislative/community requests for a bench.
- Maintenance related to graffiti, snow removal, etc.
- Built with weather resistant material (metal, wood, concrete or plastic).
- Designed with anti-vagrant bars to designate siting area and deter laying on the bench.
- Keep any local ordinances in mind for design standards, advertising and location.

### 2.2 Lighting

Stops adjacent to lighting provide benefits for passengers and operators. Access to lighting creates a level of comfort for passengers in terms of security and contributes to defining the designated stop area. Effective lighting is also helpful for operators when they are approaching a stop in the dark to see if a passenger is waiting there.

Often times, street lighting or illumination from other sources (shopping center, business campus, apartment complex, etc.) will cover bus stops due to their proximity to intersections and other high

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<sup>3</sup> PennDOT publication 13M Chapter 6 Pedestrian Facilities and the Americans with Disabilities Act: Section 206.3, 403, 406, 810.2, 810.3

demand transit areas. In cases where these sources are not effective enough or don't exist, service providers should consider installing light fixtures at stops. These light sources can range from a small light connected to a bus stop sign, lights inside a shelter or installing a new street lamp. If provider chooses to install and maintain their own light sources, they should consider using energy efficient devices such as LED, solar power, daylight sensors, or timers.

### 2.3 Bike Rack

Like pedestrians, bicyclists also need a safe way to connect to fixed route transit. When on-board bike racks are not available or passengers choose not to use them, providing a protected place to secure a bike can help improve ridership. Selecting locations to install bike racks is unique to where bicycle activity occurs. Stops adjacent to bike lanes, schools and other high demand areas are good locations for these amenities. Agencies should also consider requesting community feedback for placement prioritization.

Listed below are additional guidelines to incorporate for bike rack installations:

- Place in safe well-lit areas to avoid theft or damage.
- Should not obstruct the pedestrian walkway or sidewalk.
- Use secure strong material like metal or concrete so the rack can't be tampered with.
- Follow local bicycle parking standards or ordinances.

### 2.5 Garbage Bin

Having a garbage bin at a bus stop helps reduce litter and pollution. When bins are not provided at high activity stops litter can pile up making the stop less appealing to wait at. Providing a bin also prevents passengers from bringing refuse with them on the bus. Agencies should consider installing garbage bins at stops with similar demand of benches and shelters (top 5% to 15% of weekday boardings). Also like benches and shelters, garbage bins should be placed behind the walking or landing area and should not block the pedestrian pathway.

The one major downside of providing garbage bins is that they need to be constantly maintained. Some agencies do not have the adequate facilities staff to remove garbage when the bin is full, replace the bin with a new bag and haul the trash to a dump. A good strategy to consider is partnering with municipalities or property owners to facilitate garbage bin maintenance. This is usually not a huge additional burden for these organizations since they likely already have employees who already handle these responsibilities.

### 3. Project Development and Implementation Process

These design guidelines identify specifications for common infrastructure components that are used by the public to access public transportation. As such, these facilities and amenities are often in public spaces or on private property and are rarely installed where a public transit agency owns property. Given this, it is important that transit agencies follow a documented project development and implementation process. The primary steps include the following and are identified in the process flow diagram on the following page:

- **Improvement Identification** – a preliminary list of prioritized improvements is identified in the *Assessment and Recommendations* section of this report, but improvement identification is an on-going process that should be based on safety risk assessments, needs identified to maintain a state-of-good repair as part of an asset management plan, and customer/rider input.
- **Stakeholder Engagement** – agencies should coordinate frequently with local stakeholders, including municipalities, businesses, residents, and others, and coordinate specifically on planned improvements to mitigate any potential issues that may arise.
- **Planning Partner Coordination** – As part of the project prioritization process, agencies should work through their planning partners (in Northwest PA, the Northwest Commission) as they can help coordinate with local municipalities and counties to ensure compliance with local ordinances and codes.
- **Land Owner Coordination and Agreements** – Depending on ownership, different processes may be required, as discussed below and illustrated through the process flow diagram. It is critical that specifics regarding ownership, maintenance, and liability be clearly delineated prior to construction/installation.

#### 3.1 Installation along PennDOT Right-of-Way

When a facility or amenity is to be constructed along PennDOT right-of-way, transit agencies should work directly with the local engineering and maintenance districts to ensure that all state requirements and guidelines are followed and met. Specifically, transit agencies must enter into a maintenance agreement for any amenities that are within or along state-owned right-of-way. It is important to note that the PennDOT Highway Occupancy Permit Guide (Publication 282) specifically prohibits bus stop shelters from being issued a Highway Occupancy Permit (HOP). A sample maintenance agreement is located in Appendix B.

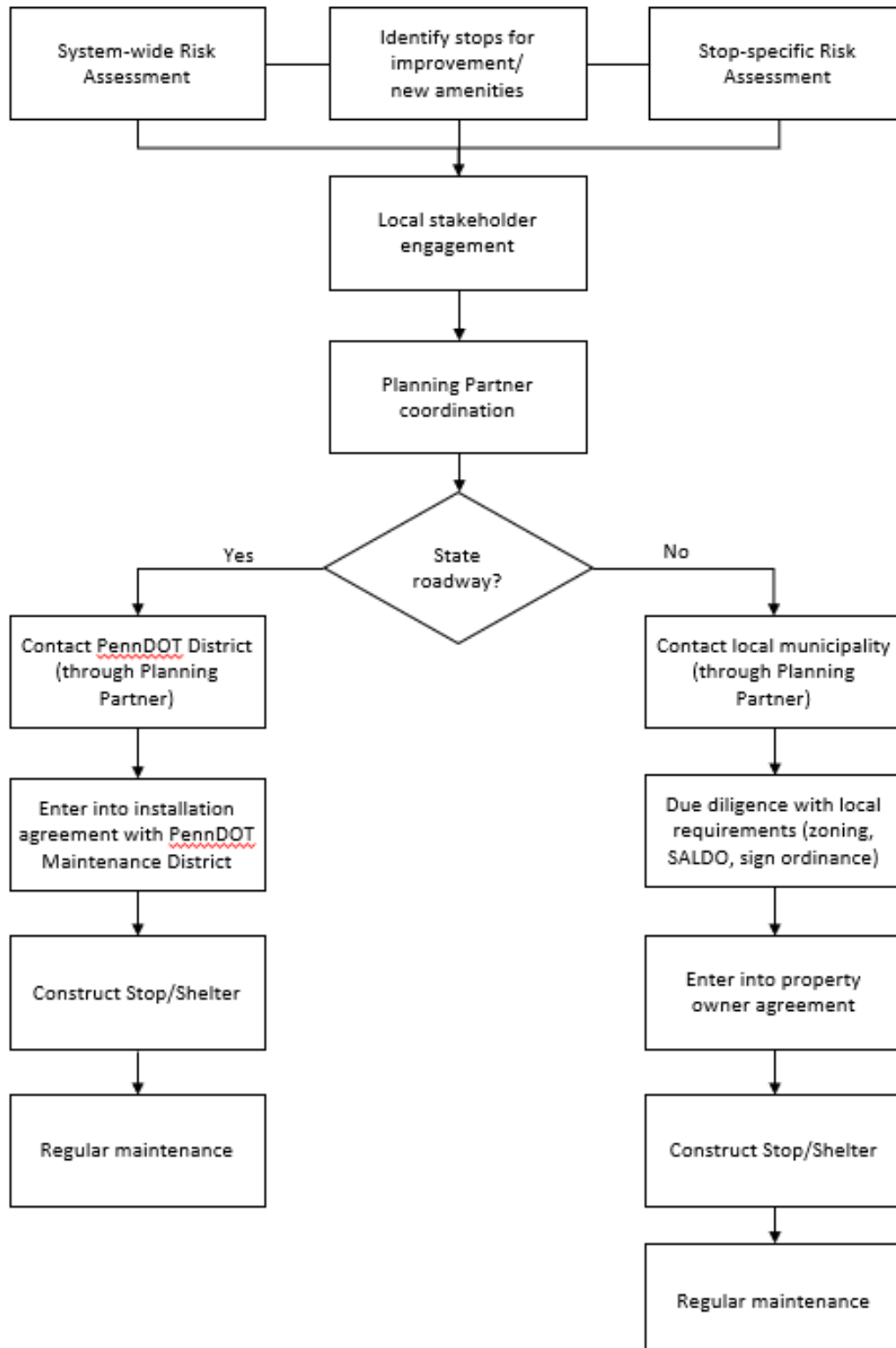
#### 3.1 Installation on Private Property

In cases where agencies provide service and install facilities outside the public right-of-way on private property, it is important to gain permission to operate and stop at these locations. It is recommended that agencies enter a formal agreement to decrease liability and responsibility associated with the service on the property. See Appendix C for a detailed shelter installation agreement.

Other benefits of an agreement in advance of the installation of a shelter on private property include:

- Ensures shelter will remain open and accessible to the public.
- Address the location, construction, signage, maintenance, and removal of the shelter.
- Protect property owner from claims, injuries, loss and/or suits arising out of or in connection with the performance of the agreement.

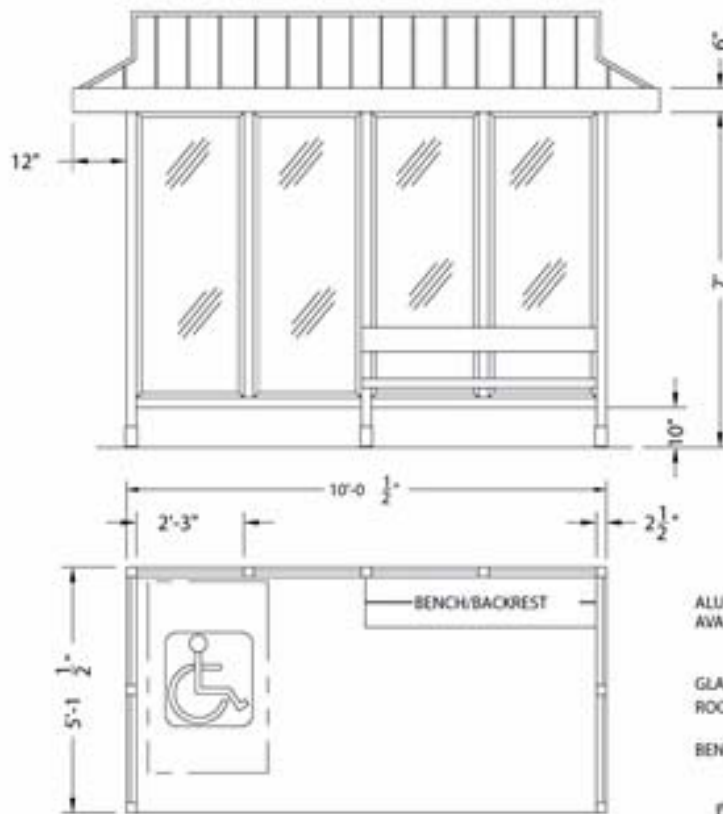
## Bus Stop/Shelter ADA Guidelines Project Development and Installation Process



Appendix A: Sample Shelter Specification

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## BUS STOP GUIDELINES: DESIGN AND AMENITY STANDARDS



RECOMMENDED PAD SIZE: 12'-0" X 7'-0" X 6" THICK MINIMUM

### MODEL #4-2H ACCOMMODATES 5-6

ALUMINUM: 6063-T52  
AVAILABLE FINISHES: DARK BRONZE ANODIZE  
CLEAR ANODIZE  
CUSTOM COLOR POWDER-COAT  
GLAZING: 1/4" CLEAR TEMPERED GLASS  
ROOF PANELS: 11" ATAS DUTCH SEAM DECKING-  
BLACK KYNAR FINISH  
BENCH/BACKREST: EXTRUDED ALUMINUM



10' X 5' HISTORICAL ROOF  
PASSENGER/SMOKING SHELTER  
OPEN FRONT

handi-hut inc.

PH: 800-603-6635

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[Appendix B: Sample PennDOT Maintenance Agreement](#)

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Engineering District [REDACTED]

Agreement No.: [REDACTED]

Counties: [REDACTED]

Public Entity: [REDACTED]

Federal ID No.: [REDACTED]

AGREEMENT FOR PLACEMENT OF TRANSIT SHELTERS IN RIGHT-OF-WAY

THIS AGREEMENT made and entered into this \* [REDACTED] day of [REDACTED],  
20 [REDACTED] between the Commonwealth of Pennsylvania, Department of Transportation,  
hereinafter referred to as the COMMONWEALTH,

and

[REDACTED], hereinafter referred to as the PUBLIC ENTITY,

W I T N E S S E T H

WHEREAS, the PUBLIC ENTITY desires to have transit shelters constructed,  
installed and maintained within the rights-of-way of various State highways located in  
[REDACTED], Pennsylvania, in order to provide shelter for transit passengers; and,

\*Do not enter a date. A date will be entered when the COMMONWEALTH executes the Agreement.

WHEREAS, the PUBLIC ENTITY may facilitate placement of these transit passenger shelters through separate agreement with a company, hereinafter referred to as the ADVERTISING COMPANY, that will construct, install and maintain the shelters and contract with others for the placement of commercial advertising on the shelters; and,

WHEREAS, the ADVERTISING COMPANY, if any, may act on behalf of the PUBLIC ENTITY to perform functions under this Agreement, but the PUBLIC ENTITY shall not assign its rights under this Agreement to the ADVERTISING COMPANY and all correspondence and contacts with the COMMONWEALTH shall be through the PUBLIC ENTITY; and,

WHEREAS, the COMMONWEALTH has determined that the placement of the transit passenger shelters within its rights of way where appropriate will further intermodalism by fostering the safe and convenient use of public transportation; and,

WHEREAS, 67 PA Code, Subsection 441.5(c) provides that the COMMONWEALTH may authorize transit passenger shelters within its rights of way by written agreement; and,

WHEREAS, the COMMONWEALTH, acting pursuant to 67 PA Code, Subsection 441.5(c), is willing to consent to the construction, installation and maintenance of transit passenger shelters within its rights of way by the PUBLIC ENTITY on the terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises set forth below, the parties agree, with the intention of being legally bound, to the following:

1. The recitals set forth above are incorporated herein.
2. The COMMONWEALTH hereby authorizes the PUBLIC ENTITY to construct and install, at its own cost and expense, transit passenger shelters (Shelters) within the rights of way of various State highways in Monroe County under the terms and conditions of this Agreement.
3. The term of this Agreement shall be for five (5) years beginning on the date first above written, unless terminated sooner under the terms of this Agreement. This Agreement shall be automatically renewed for four (4) like terms of five (5) years each, unless either party notifies the other, at least ninety (90) days before the expiration of a term, that it terminates the Agreement. This can be done for any or no reason whatsoever.
4. The location of each Shelter is subject to the approval of the COMMONWEALTH'S Engineering District [REDACTED] District Executive or authorized designee, in accordance with the design and placement standards adopted by the COMMONWEALTH and attached hereto and made a part hereof as Exhibit "A", and as otherwise set forth in this Agreement.

5. The PUBLIC ENTITY shall submit engineering plans and a plot plan in a form acceptable to the Engineering District, as well as such other information required by the Engineering District, for each location for which it seeks approval. No Shelter shall be constructed or installed until a letter approving the specific location is issued by the District Executive for the applicable Engineering District or authorized designee. The applicable Engineering District shall approve, deny or return the request for additional information within sixty (60) days after receipt. No Shelter shall be constructed or installed in limited access right of way.

6. Written approval issued by the District Engineer or authorized designee to the PUBLIC ENTITY shall constitute authorization to proceed with the construction and installation of the Shelter for which plans are approved, in accordance with the approved plans. The COMMONWEALTH and the PUBLIC ENTITY shall maintain copies of the approved engineering and plot plans for the Shelter locations. The construction, installation and maintenance of the Shelters shall in all respects be subject to and in compliance with the terms, conditions and provisions of this Agreement.

7. During all construction, installation and maintenance of the Shelters, the PUBLIC ENTITY, its employees, contractors and agents, shall comply with and follow all maintenance and protection of traffic procedures set forth 67 PA Code, Chapter 203 (Work Zone Traffic Control), and any other applicable standards. The PUBLIC ENTITY covenants and warrants that all work and labor completed or supplied pursuant to this Agreement shall be performed in the best and most workmanlike manner.

8. Shelters under the jurisdiction of the PUBLIC ENTITY existing within COMMONWEALTH highway right of way on the date of this Agreement may remain in place, but shall be subject to all the terms and conditions of this Agreement except as inconsistent with the terms of this paragraph. At the request of the COMMONWEALTH, the PUBLIC ENTITY shall submit engineering and/or plot plans in a form acceptable to the Engineering District, as well as such other information required by the Engineering District, for any or all such pre-existing Shelters. These plans and information will be subject to review by the Engineering District. If the COMMONWEALTH determines that any such Shelter is a safety hazard, the PUBLIC ENTITY shall remove, relocate or reconstruct the Shelter in accordance with the location and construction standards of this Agreement within ninety (90) days of the COMMONWEALTH'S written notice to the PUBLIC ENTITY or such greater time as allowed by the COMMONWEALTH. The PUBLIC ENTITY may, at its option, submit plans showing the location of all pre-existing Shelters within its jurisdiction along with this Agreement.

9. The COMMONWEALTH and the PUBLIC ENTITY hereby agree that the public shall have access to the Shelters at all times for transit purposes.

10. The Shelters shall be constructed, installed, maintained and removed in accordance with the manufacturer's specifications; all applicable Federal, State and local laws, rules, regulations, ordinances and orders; and any specifications of the COMMONWEALTH.

11. The PUBLIC ENTITY hereby certifies that it has on hand sufficient funds to meet all of its obligations under the terms of this Agreement and that all funds needed to pay any costs incurred and all consequential costs for the project shall be the sole responsibility of the PUBLIC ENTITY and not the COMMONWEALTH.

12. The PUBLIC ENTITY shall secure all necessary approvals, permits and licenses from all governmental agencies as may be required to construct, install, maintain and remove the Shelters and shall, if applicable, be responsible for the preparation or revision of environmental impact statements, negative declarations, environmental reports or other documents required by and/or for environmental litigation, and for the defense of environmental litigation resulting from the planning, design and/or construction of the Shelters and related work.

13. The PUBLIC ENTITY shall, upon completion of construction and installation of a Shelter, assume responsibility for all maintenance, repair, replacement, relocation and removal of the Shelter, and all its appurtenances in compliance with the rules and regulations adopted from time to time by any local governmental body and/or the COMMONWEALTH, and any other applicable standards. Such maintenance and repair by the PUBLIC ENTITY shall include, but not be limited to keeping the Shelters clean; keeping the Shelters free of debris, graffiti, etc.; keeping the Shelters free and clear of ice and snow as necessary for their use and access thereto; and keeping the Shelters in a good and reasonable state of repair.



14. The COMMONWEALTH, its employees, agents and contractors shall have access to the Shelters at all reasonable times for the purposes of inspection, and, if appropriate and authorized under this Agreement, removal of the Shelters from the right of way.

15. The Shelters and all their appurtenances constructed or installed in connection therewith under authority of this Agreement shall be for the use of transit patrons for transit purposes. All new and relocated Shelters shall be constructed or installed only at legitimate transit stops established by the transit authority have jurisdiction in the area or, if there is no such transit authority, the PUBLIC ENTITY.

16. Commercial advertising may be placed on the Shelters only as allowed hereunder. No commercial advertising or any other material shall be placed on the end wall of a Shelter facing the direction of on-coming traffic. Commercial advertising may be double-faced. No commercial advertising or other display may be placed on a Shelter which purports to be or is an imitation of or resembles an official traffic-control device or which attempts to direct the movement of traffic, or which hides from view or interferes with the effectiveness of an official traffic-control device. The COMMONWEALTH requests that alcoholic beverages not be advertised on the Shelters. The COMMONWEALTH'S requirements concerning commercial advertising operate independently of and without prejudice to the right of the various affected municipalities to control the content, size, location or placement of any such commercial advertisement. The PUBLIC ENTITY may also install within a Shelter route maps, schedules and other

information concerning transit service and remove and replace such materials as necessary from time to time.

17. The Shelters and all appurtenances thereto shall be and remain the property of the PUBLIC ENTITY or the ADVERTISING COMPANY.

18. The PUBLIC ENTITY or the ADVERTISING COMPANY, if authorized by the PUBLIC ENTITY, shall have the right to alter, modify or completely remove Shelters from the right of way; provided, however, that any alterations or modifications of a Shelter must have prior written approval by the COMMONWEALTH. The COMMONWEALTH shall not unreasonably withhold such approval and shall either approve, deny or return such a request for additional information with sixty (60) days of receipt. Removal shall take place in compliance with the provisions of 67 PA Code, Chapter 203 (Work Zone Traffic Control).

19. The PUBLIC ENTITY hereby agrees to indemnify, save harmless and defend (if requested) the COMMONWEALTH and all of its officers, agents and employees from all suits, actions or claims of any character, name or description brought for or on account of any injuries to or damages received or sustained by any person, persons or property, arising out of the Shelters or the use of the Shelters or construction, installation, maintenance, repair, relocation, replacement or removal of the Shelters or the performance of any such work provided for by this Agreement by or for the PUBLIC ENTITY and/or ADVERTISING COMPANY, their suppliers, contractors, officers, agents and employees, whether the same be due to the use of defective materials, use of

defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the PUBLIC ENTITY and/or ADVERTISING COMPANY, their suppliers, contactors, officers, agents and employee during the performance of said work and during the effective period of this Agreement. The PUBLIC ENTITY shall also require the ADVERTISING COMPANY, if any, to provide a like indemnification. A copy of the ADVERTISING COMPANY'S agreement to indemnify the COMMONWEALTH is attached hereto as Exhibit "B" and made part hereof.

20. The PUBLIC ENTITY shall obtain and keep in force and effect during the term of this Agreement adequate public liability and property damage insurance covering any injury, death or property damage resulting in any way from the Shelters, including, but not limited to, their construction, installation, use, maintenance, repair, location and/or removal. Such insurance shall provide bodily injury, including death, and property damage coverage in the minimum amounts of two hundred fifty thousand dollars (\$250,000.00) per person, one million dollars (\$1,000,000.00) per occurrence. The insurance shall be occurrence based and the certificate shall list the COMMONWEALTH as an additional insured. The PUBLIC ENTITY shall also require the ADVERTISING COMPANY to provide like insurance coverage. A copy of the certificates evidencing the required coverage are attached to this Agreement as Exhibits "C" and "D" and made part hereof. Failure to maintain the insurance coverage required by this paragraph during the term of this Agreement shall be cause for termination of this Agreement.

21. The PUBLIC ENTITY may terminate this Agreement completely or partly and remove any or all of the Shelters at any time during any term of this Agreement. In

the event the PUBLIC ENTITY abandons the Shelter project, terminates this Agreement, or terminates its responsibilities with regard to any or all Shelters, with or without the consent of the COMMONWEALTH, the PUBLIC ENTITY shall send to the COMMONWEALTH a written notice sixty (60) days in advance of such action. If the PUBLIC ENTITY abandons the Shelter project, terminates this Agreement, or terminates its responsibilities with regard to any or all of the Shelters, it shall remove the abandoned Shelters and all appurtenances thereto and restore all affected areas to their original condition within one hundred twenty (120) days of the notice to the COMMONWEALTH or such greater period of time as allowed by the COMMONWEALTH.

22. The PUBLIC ENTITY agrees to abide by the Contractor Integrity Provisions, the Provisions Concerning the Americans with Disabilities Act, and the Nondiscrimination/Sexual Harassment Clause, attached hereto and incorporated herein by reference as Exhibits "E", "F" and "G" respectively. It is understood that the word "contractor" as used in these exhibits shall refer to the PUBLIC ENTITY.

23. The COMMONWEALTH specifically reserves the right to terminate this Agreement or require the removal of any Shelter during any term of this Agreement, upon ninety (90) days' written notice to the PUBLIC ENTITY (provided that the PUBLIC ENTITY does not cure such breach within sixty (60) days of receipt of the written notice thereof), for the following reasons:

- i. The right of way on which a Shelter or Shelters is located is needed for transportation or related purposes;

- ii. Safety concerns;
- iii. Failure to maintain a Shelter or Shelters in accordance with this Agreement;
- iv. Use of a Shelter or Shelters for a purpose other than those allowed by this Agreement; or
- v. Any other breach of this Agreement.

The COMMONWEALTH'S notice shall set forth the reason why the COMMONWEALTH is terminating this Agreement or why it is requiring the removal of a Shelter. If the PUBLIC ENTITY disagrees with the basis for the COMMONWEALTH'S decision, the PUBLIC ENTITY may appeal the Commonwealth's decision to the Department of Transportation's Department Hearing Officer for a full administrative hearing as provided by the General Rules of Administrative Practice and Procedures, 1 PA Code, Chapters 31, 33 and 35, as amended and supplemented by 67 PA Code, Chapter 491. Any appeals must be filed with the Office of Chief Counsel, Administrative Docket, 400 North Street, 9<sup>th</sup> Floor, Harrisburg, PA 17120-0096, within thirty (30) days of the date of receipt of the COMMONWEALTH'S notice. The COMMONWEALTH agrees that any such appeal by the PUBLIC ENTITY, where the reason for termination is other than the area is needed for transportation or related purposes, shall serve as a supersedeas pending issuance of a final order such that any COMMONWEALTH decision to terminate and/or remove a Shelter shall not take effect, if appealed by the PUBLIC ENTITY, until the Secretary of Transportation issues a final order. Should the final order be in favor of the COMMONWEALTH, then the PUBLIC ENTITY shall have sixty (60) days from the date of issuance to cure the violation or remove the Shelter(s).



24. In the event the PUBLIC ENTITY remove a Shelter either voluntarily or because the COMMONWEALTH has terminated this Agreement in its entirety or in part, the PUBLIC ENTITY shall restore the entire area of the Shelter to its original condition.

25. If the COMMONWEALTH sends a written notice to the PUBLIC ENTITY advising it of its failure adequately to maintain and/or repair a Shelter, the PUBLIC ENTITY shall, at its option and within sixty (60) days of the receipt of the COMMONWEALTH'S written notice, either repair and/or maintain the specified Shelter, replace the specified Shelter, or remove the specified Shelter and restore the Shelter site to original condition at the PUBLIC ENTITY'S sole cost and expense. Completion of such maintenance, repair, replacement or removal within this time period shall be deemed to cure the COMMONWEALTH'S notice of failure to maintain, repair and/or replace the Shelter. If the PUBLIC ENTITY fails to maintain, repair, replace or remove the specified Shelter or to restore the Shelter site to original condition within the sixty (60) day time period, then the COMMONWEALTH shall have the right either to remove the Shelter and/or restore the Shelter site to original condition at the PUBLIC ENTITY'S sole cost and expense. The PUBLIC ENTITY shall immediately reimburse the COMMONWEALTH for such expenses. The removal of a Shelter by the COMMONWEALTH shall not relieve the PUBLIC ENTITY of its responsibilities to comply with any other term, conditions and provisions of this Agreement.

26. As security for the obligations of the PUBLIC ENTITY under this Agreement, the PUBLIC ENTITY authorizes the COMMONWEALTH to withhold, as

applicable, any grant, Liquid Fuels allocations or other monies that may be due to it by the COMMONWEALTH in an amount that is deemed necessary in the sole discretion of the COMMONWEALTH to fulfill the obligation in question.

27. If the PUBLIC ENTITY fails to perform any of the terms, conditions or provisions of this Agreement as determined by the COMMONWEALTH for a period of sixty (60) days, the PUBLIC ENTITY authorizes the COMMONWEALTH to implement the provisions of Paragraph 26 above as may be necessary to address any default by the PUBLIC ENTITY or to reimburse the COMMONWEALTH in full for all costs due hereunder; and the PUBLIC ENTITY does hereby and herewith authorize the COMMONWEALTH to apply such funds, or portions thereof, to remedy such default. In the event that the security provided pursuant to Paragraph 26 above is insufficient to reimburse the COMMONWEALTH or cover its costs in full, the PUBLIC ENTITY shall be responsible to pay the outstanding amount immediately.

28. If any party removes or abandons a Shelter, this Agreement shall automatically terminate as to that Shelter; provided, however, that all terms, conditions and provisions of this Agreement which remain unfulfilled shall survive the termination until such terms, conditions and provisions have been fully met and fulfilled.

29. This Agreement conveys no property interest whatsoever in the COMMONWEALTH'S rights of way and is merely consent by the COMMONWEALTH for the PUBLIC ENTITY to enter upon these rights of way for the purposes of construction,

installing, maintaining, repairing, replacing, restoring, relocating and removing the Shelters thereon in accordance with the terms and conditions of this Agreement.

30. For purposes of any notification to be provided pursuant to this Agreement (except for the administrative appeals described in Paragraph 24 above), the PUBLIC ENTITY shall mail any notification to the COMMONWEALTH at: District Executive, Engineering District [REDACTED], Pennsylvania Department of Transportation, [REDACTED]; and the COMMONWEALTH shall mail any notifications to the PUBLIC ENTITY at: [REDACTED], unless such other address is specified in writing by a party to the other party. All notifications shall be sent by Certified Mail, return receipt requested.

31. The PUBLIC ENTITY agrees to abide by the Contractor Responsibility Provisions attached hereto as Exhibit "H". It is understood the word "contractor" as used in this exhibit shall refer to the PUBLIC ENTITY.

32. This agreement may not be assigned without the prior written approval of the COMMONWEALTH. The PUBLIC ENTITY may, however, contract with others, including ADVERTISING COMPANIES, to act on its behalf in implementing this Agreement. Those others shall be required to abide by applicable terms and conditions of this Agreement in implementing it.

33. Upon execution, this Agreement together with all exhibits and attachments annexed hereto constitutes the entire agreement between the parties and completely



expresses their intent. No amendment or modification of this Agreement shall be valid unless it is in writing and duly executed and approved by the parties.

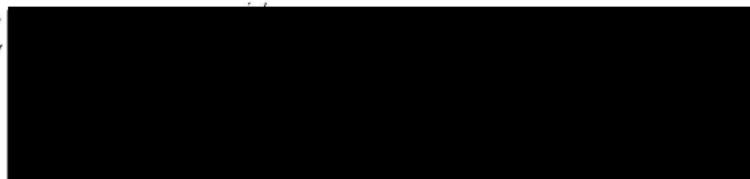
IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION



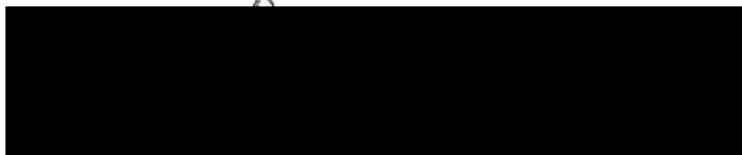
PUBLIC ENTITY:

BY



Preliminary Approval:

BY



APPROVED AS TO FORM AND LEGALITY

BY



BY

BY

Fiscal Approval:

## TRANSIT SHELTER INSTALLATION STANDARDS (4/26/02)

1. **Purpose.** To enhance public safety and promote the convenience of public transit, this policy establishes location, design and maintenance criteria for the construction of public transit vehicle shelters by local transit providers such as local transit authorities, municipal authorities or municipalities.
2. **Authority.** Under the provisions of 71 P.S. §512(a)(10), 36 P.S. §670-425, and 67 Pa Code §441.5(c), the Department on state designated highways may execute agreements for the construction of transit vehicle passenger shelters within its right-of-way.
3. **Contracting Parties.** The Department will enter into agreements with transit authorities, municipalities and/or transit shelter companies as applicable.
4. **Definitions.** The terms used in this policy will comply with the meaning set forth in 67 Pa Code §201.2 and as follows:
  - a. **Corner Sight Distance.** This refers to the maximum length of highway along which a driver stopped at an intersection or driveway can continuously see another vehicle approaching on another roadway.
  - b. **Curb Ramp.** A short pedestrian ramp cutting through a curb or built up to a curb from a lower level.
  - c. **Official Transit Stop.** A location approved by the local transit authority, municipal authority or municipality for the express purpose of loading and discharging passengers from a transit vehicle.
  - d. **Sidewalk.** An exterior pathway with a prepared paved surface intended for pedestrian use.
  - e. **State of Disrepair.** Damage or deterioration to a shelter as a result of vandalism, accident, wind, flooding, etc. which negatively impacts the shelter's functionality.
  - f. **Stopping Sight Distance.** The length of highway over which an object is visible to the driver at all times.
5. **Location.** Shelters shall only be installed at locations which meet all of the following conditions:
  - a. At locations approved as official transit stops by the local transit authority, municipal authority or municipality. If the location is not signed, the transit shelter company must submit documentation with their engineering plans that the location has been designated an official transit stop by the local transit authority, municipal or municipality. The Department recommends that the new transit stop sign be in general conformance with Title 67, Chapter 211.

- b. Shelters installed within Department right-of-way shall be installed at locations that are deemed safe and as far from the roadway as feasible. In most cases, the narrow right-of-way boundary will dictate, and the shelter shall be installed at the back edge of the right-of-way line. In those instances where wider right-of-way is available, the shelter shall be installed beyond the clear zone (as defined in Publication 13M, Design Manual Part 2); deviations in meeting the clear zone limits are acceptable provided sound engineering judgment is used, taking into account safety and the functionality of the shelter with relation to roadway surroundings.
  - c. When located in the vicinity of a sidewalk, a minimum clear width of 36 inches is maintained along the sidewalk. No shelter will be located so as to interfere with the functionality of curb ramp design.
  - d. The available corner sight distance for a driver at an intersection, measured in accordance with Publication 201, §201.6(16)(ii), is not reduced below the minimum stopping sight distance value specified in Publication 201, §201.6(16)(v) for a driver on the through roadway.
  - e. Compliant with all local ordinances.
6. **Design.** Shelters shall be of aluminum frame construction to be more forgiving in the event of being struck by an errant vehicle. Steel anchors are authorized for use so long as they do not project more than 4 inches above the top of the concrete footing. Note that these requirements do not require shelters to be NCHRP 350 compliant.

For accessibility, shelters shall be ADA compliant, and comply with local building codes. For shelters with electrical power, compliance with the National Electric Code and local utility requirements shall be in addition to local building code requirements.

All transparent materials shall be fabricated from ¼" tempered glass or polycarbonate plastic.

Unless the shelter is to be illuminated in some manner or contain illuminated panels, a minimum of 2 square feet of yellow Type III retroreflective sheeting material approved by the Department and listed in Bulletin 15 shall be installed to delineate the outside edges of the shelter on the end visible to traffic traveling in the direction the shelter serves.

7. **Maintenance.** The contracting party shall be responsible for all maintenance of shelters including but not limited to trash removal, deterioration, accident damage or vandalism. The contracting party may be directed by the Department to remove any shelter in a state of disrepair. If not removed within 60 days after written notification, shelters may be removed by the Department at the contracting party's expense.
8. **Additional Requirements.** Requirements other than those set forth above may be included in the agreement as deemed appropriate by the Department.

NOT APPLICABLE

Exhibit "B"

NOT APPLICABLE

Exhibit "D"

## CONTRACTOR INTEGRITY PROVISIONS

1. For purposes of this clause only, the words “confidential information,” “consent,” “contractor,” “financial interest,” and “gratuity” shall have the following definitions.
  - a. **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
  - b. **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
  - c. **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
  - d. **Financial interest** means:
    - 1) Ownership of more than a five percent interest in any business; or
    - 2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
  - e. **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
3. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
4. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
5. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
6. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
7. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

9. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
10. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

(12/20/91)

P:\PennDOT Shared\EXHIBITS FOR AGREEMENTS\Contractor Integrity Provision.doc



## PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C.F.R. § 35.130, and all other regulations promulgated under *Title II of The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1.

## EXHIBIT "F"

## NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

Each contract entered into by a governmental agency shall contain the following provisions by which the Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
6. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provision will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File.

Exhibit "G"

## CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The contractor must certify, in writing, for itself and all its subcontractors, that as the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any government entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

2. The contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.

3. The contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.

5. The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the contractor's compliance with the terms of this or any other agreement between the contractor and the Commonwealth, which results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The contractor shall not be responsible for investigative costs for investigations that do not result in the contractor's suspension or debarment.

6. The contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472

EXHIBIT "H"



[Appendix C: Sample Landowner/Shelter License Agreement](#)

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**BUS SHELTER LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (hereinafter referred to as the “Agreement”) is made as of the of 201X by and between (“Landowner”) and TRANSIT AGENCY of body politic and corporate organized and existing under the laws of the Commonwealth of Pennsylvania.

**BACKGROUND**

- A. Landowner owns certain real property located at \_\_\_\_\_ X County Tax Parcel ID # \_\_\_\_\_, which is made part hereof of by this reference (the “Premises”).
- B. TRANSIT AGENCY operates a transportation system in connection therewith desires to erect a bus shelter at its bus stop on a portion of the Premises and Landowner is willing to grant TRANSIT AGENCY the right to construct and operate a bus shelter(s) on a portion of the Premises subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt, and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

- 1. Incorporation of Recitals - The Recitals above set forth are incorporated herein by this reference just as if reproduced and republished at length herein.
- 2. License - Landowner hereby grants to TRANSIT AGENCY a non-exclusive license with rights to ingress, egress and regress on and across the Premises to and from the part of the Premises the location of which the Parties shall mutually agree (the “Licensed Area”) for the purpose of constructing, installing, using, operating, patrolling, inspecting, repairing, maintaining, replacing and removing a bus shelter with necessary site grading and erosion control work (the License”). The Bus Shelter shall be and remain the sole property of TRANSIT AGENCY. The License shall be for the benefit of TRANSIT AGENCY and its successors and assigns. TRANSIT AGENCY shall have the unrestricted right to permit its riders, customers, employees, agents, servants and others to enter upon the Licensed Area for the foregoing purposes. Landowner shall have the right to view and comment upon the above shelter construction plans, such review and comment not to be unreasonably denied, delayed or conditioned.
- 3. Bus Shelter Maintenance, Repair and Approval - TRANSIT AGENCY agrees to perform regular maintenance and/or replace elements of the Bus Shelter as necessary. Regular maintenance includes repairing or replacing structural elements, glass panels and seating. All repairs to the frame and glass will be performed by TRANSIT AGENCY upon notification of a state of disrepair. TRANSIT AGENCY shall be fully responsible for obtaining and maintaining compliance with municipal zoning

- and permit requirements. Should relocation of the Bus Shelter be necessary, TRANSIT AGENCY shall be solely responsible for any associated costs. Landowner agrees that it will, without demand, keep the Licensed Area clean and free of ashes, dirt and refuse and said Bus Shelter. TRANSIT AGENCY may allow for advertising in the Bus Shelter.
4. Removal of Snow and Ice - TRANSIT AGENCY shall be responsible for the removal of snow and ice at the Bus Shelter and across the Premises as is necessary for access to the Bus Shelter.
  5. Landowner's Waiver – Landowner, upon the request of TRANSIT AGENCY, shall execute a Landowner's Waiver confirming that the Landowner does not have any ownership interest in the Bus Shelter and authorizing entry onto the Premise by TRANSIT AGENCY to remove the Bus Shelter. The Landowner's Waiver must be recorded in the Office of the Recorder of Deeds as determined by TRANSIT AGENCY.
  6. TRANSIT AGENCY shall not Interfere or Disrupt Landowner's Operation - TRANSIT AGENCY shall, at all times, exercise its rights under this License in such manner as to avoid interference with or disruption of Landowner's operations. Furthermore, TRANSIT AGENCY hereby recognizes and acknowledges that this License is subordinate to Landowner's obligations as owner and user of the Premises herein, to customers, to general public and the like. Therefore TRANSIT AGENCY, its officers, employees, agents and servants, shall at all times comply fully and promptly with all other Landowner's regulations, directions and instructions.
  7. Compliance with Laws. TRANSIT AGENCY's use of the Licensed Area and exercise of the License hereby granted to TRANSIT AGENCY shall be at TRANSIT AGENCY's sole cost and expense in accordance with all applicable laws, rules, regulations, ordinances, orders, codes, licenses and permits.
  8. Term. The License granted hereunder shall commence on day and year first above written and shall be for a term of five (5) years. At the end of the initial term the License shall automatically renew for successive one (1) year terms unless terminated as provided herein. The Landowner shall have the right to terminate the License Agreement at the end of the initial term or any renewal term upon not less than six (6) months prior written notice to TRANSIT AGENCY, **or, in the event the Landowner sells the premises to a new owner who desires the Bus Shelter be removed from the premises, upon not less than sixty (60) days prior written notice to TRANSIT AGENCY;** and TRANSIT AGENCY shall have the right to terminate this License



Agreement upon not less than thirty (30) days prior written notice to the Landowner. This License Agreement may also be terminated at any time upon the mutual written agreement of the parties hereto. Prior to termination of the License Agreement, TRANSIT AGENCY shall remove its property from the Premises, leaving the Premises in its original condition, normal wear and tear excepted.

9. Indemnification - TRANSIT AGENCY covenants and agrees to protect, exonerate, defend, indemnify, and save the Landowner harmless from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expenses, including attorney's fees, for damages for personal injury, including death, to any person whatsoever and for damage to the property of any person whatsoever, including loss or destruction thereof, arising out of TRANSIT AGENCY's exercise of the License and the exercise of TRANSIT AGENCY's rights under this Agreement, except when due to the negligence or willful misconduct of Landowner or the Landowner's representatives, employees, agents, heirs, executors, administrators, successors or assigns.
10. Risk to TRANSIT AGENCY from Exercise of License - TRANSIT AGENCY hereby recognizes and acknowledges that the exercise of said License may involve risks to TRANSIT AGENCY, its officers, employees, agents, servants, and its customers from the public for personal injury or damage to property. TRANSIT AGENCY shall, prior to entering upon the Premises herein, notify its officers, employees, agents, servants and its customers by the public, in writing of this risk.
11. Liability Insurance Coverage - TRANSIT AGENCY shall provide to Landowner public liability insurance coverage the same coverages in the same coverage limits as TRANSIT AGENCY has in place for its operations. Landowner shall be an additional named insured on such public liability insurance of TRANSIT AGENCY and shall be provided an appropriate certificate and which shall contain a waiver of subrogation rights and shall provide for no less than ten (10) days' notice to Landowner for any cancellation or adverse change to such public liability insurance policy. Failure to obtain described public liability insurance coverage or failure to furnish the described certificate shall render this Agreement null and void.
12. Injunctive Relief - The parties agree and knowledge that a breach or violation of any of the provisions of this Agreement will leave the non-breaching party with an inadequate remedy at law and, therefore, injunctive or other equitable relief shall be available to the non-breaching party to enforce the covenants set forth in this Agreement, such relief to be available without the necessity of posting a bond, cash or other security for surety. If any restriction or provision contained in this Agreement is held by any court to be unenforceable or unreasonable, a lesser restriction shall be enforced in its place as determined by such court and any remaining restrictions

- contained herein shall be enforced independently of such invalid or unreasonable restriction.
13. No Partnership, Joint Venture, or Principal and Agent Relationship - Nothing contained in this Agreement shall be construed to make the parties principal and agent or partners, or joint ventures, or to render either party liable for the debts and obligations of the other and no provision of this Agreement is intended to create, constitute or nominate any person or entity as a third party beneficiary hereof.
14. Damage to Licensed Area - If, in the opinion of the Landowner, the exercise of any privilege hereunder shall have caused damage to the Premises or any part thereof, TRANSIT AGENCY shall promptly repair and restore any such damage, and upon TRANSIT AGENCY's failure to do so, Landowner may proceed to have the work done and collect the costs thereof from TRANSIT AGENCY.
15. Use of Premise by TRANSIT AGENCY not Adverse Possession. TRANSIT AGENCY, for itself, and its successors and assigns, covenants and agrees that neither the continued exercise of any privilege or License hereunder nor any other use of or intrusion upon any part of the Premises by TRANSIT AGENCY or by any other person holding or claiming under TRANSIT AGENCY, shall ever be deemed to be adverse to the title or possession of Landowner, or Landowners heirs or assigns, which shall be deemed to be by and only by revocable permission pursuant to this License Agreement of Landowner and Landowners heirs and assigns; and no such person shall ever have a right claim rights in, over or upon the said Premises, adverse to Landowner and Landowners heirs and assigns by virtue of any such use, intrusion or encroachment, no matter how long continued.
16. Construction of Agreement - Each party hereto acknowledges, represents and warrants that: (i) it has participated in the negotiation of this Agreement; (ii) no provision of this Agreement shall be construed against or be interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision; (iii) they have had at all times access to an attorney of their choice in the negotiation of the terms of and in the preparation and execution of this Agreement; (iv) they have had the opportunity to review and analyze this Agreement for a sufficient period of time prior to the execution and delivery thereof; (v) the terms of this Agreement were negotiated at arm's length; (vi) this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind asserted by any of the parties upon the others; and (vii) the execution and delivery of this Agreement is the free and voluntary act of each of the parties hereto.
17. General Provisions

- (a) Recordation of Agreement - This Agreement shall be recorded by TRANSIT AGENCY in the Office of the Recorder of Deeds or in any other office or place of public record.
- (b) Modification of Agreement - A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
- (c) Exhibits - Exhibits to this Agreement are an integral part hereof.
- (d) Controlling Law/Venue - This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue for any dispute relating to this Agreement shall be solely in the Court of Common Pleas of X County.
- (e) Severability - Any provision of this Agreement which may prove unenforceable under any law shall not affect the validity of any other provision hereof.
- (f) Notices - Notices required hereunder, or any correspondence concerning this Agreement shall be directed to the following addresses and shall be deemed properly given (a) if delivered by hand; (b) if sent by Certified Mail, Return Receipt requested, postage prepaid or by recognized overnight courier service (including, without limitation, Federal Express or United Parcel Service overnight service), charges prepaid; or (c) if sent by facsimile, with a copy sent by First-Class US mail, postage prepaid;

If to Landowner:

With a copy to:

If to TRANSIT AGENCY:

TRANSIT AGENCY  
Street  
City, State Zip Code  
Attention: Name, Title  
Telephone number:  
Fax number:  
Email:

Notices and communications hereunder shall be deemed sufficiently given when dispatched pursuant to the foregoing provisions. Notices and

BUS STOP GUIDELINES: DESIGN AND AMENITY STANDARDS

communications delivered by hand shall be effective upon receipt; notices and communications sent by fax with a copy by First Class US Mail, shall be effective upon dispatch; notices and communications sent by recognized overnight courier service shall be effective on the business day following dispatch; and notices sent by Certified Mail shall be effective on the third business day following dispatch. The parties hereto may, by a notice given hereunder, designate any further or different addresses to which any subsequent notice or communication hereunder shall be sent.

- (g) Successors and Assigns - This Agreement shall extend to and shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Witness:

\_\_\_\_\_ Seal

\_\_\_\_\_

Attest:

TRANSIT AGENCY

By: \_\_\_\_\_



# Michael Baker

## I N T E R N A T I O N A L

### Contact Information:

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