

RESOLUTION OF THE CITY COUNCIL

No. 431

Approved July 18, 1994

WHEREAS, the Rhode Island Public Transit Authority seeks to construct an electronic bus passenger information system; and

WHEREAS, the constructor of said system requires entry into the street; and

WHEREAS, after review, it has been determined that such entry will require entry into the street and certain underground conduits; and

WHEREAS, said information system is in the public interest,

NOW, THEREFORE, BE IT RESOLVED That the Rhode Island Public Transit Authority is hereby authorized to make certain street opening cuts in the Kennedy Plaza area as indicated on the attached map marked Exhibit "A." Said street opening cuts shall be made in conformity with all Department of Public Works' recommendations and repair of the location shall be to present standards.

1. The grant contained herein is terminable by the City of Providence at will provided that notice of removal shall be forwarded to the Rhode Island Public Transit Authority, care of its Director of Marketing and Planning not fewer than thirty (30) days prior to the date from which removal is to be made. The grantee, by undertaking any construction pursuant to this resolution, expressly agrees to the aforementioned termination procedure.

2. During the course of any construction, the grantee shall maintain general public liability insurance in a sum not less than one hundred thousand dollars (\$100,000.00).

3. Additionally, the grantee shall indemnify and hold harmless the City of Providence, its agents, officers, servants and employees, from any and all claims or causes of action arising out of the installation, existence, maintenance and removal of the electronic bus passenger information system. The grantee shall execute such an agreement which shall be satisfactory to the City Solicitor.

4. The grantee shall undertake any construction authorized hereunder in a manner consistent with the existence of a current utility or other rights-

IN CITY COUNCIL
May 5, 1994
FIRST READING
REFERRED TO COMMITTEE ON

Michael R. Clement

From the Clerk: Desb

THE COMMITTEE ON

PUBLIC WORKS

Approves Passage of
The Within Resolution

Barbara A. Fairer

Chairman

4/21/94 Clerk

of-way and shall provide any utility providers with appropriate notices and, if necessary, appropriate easements.

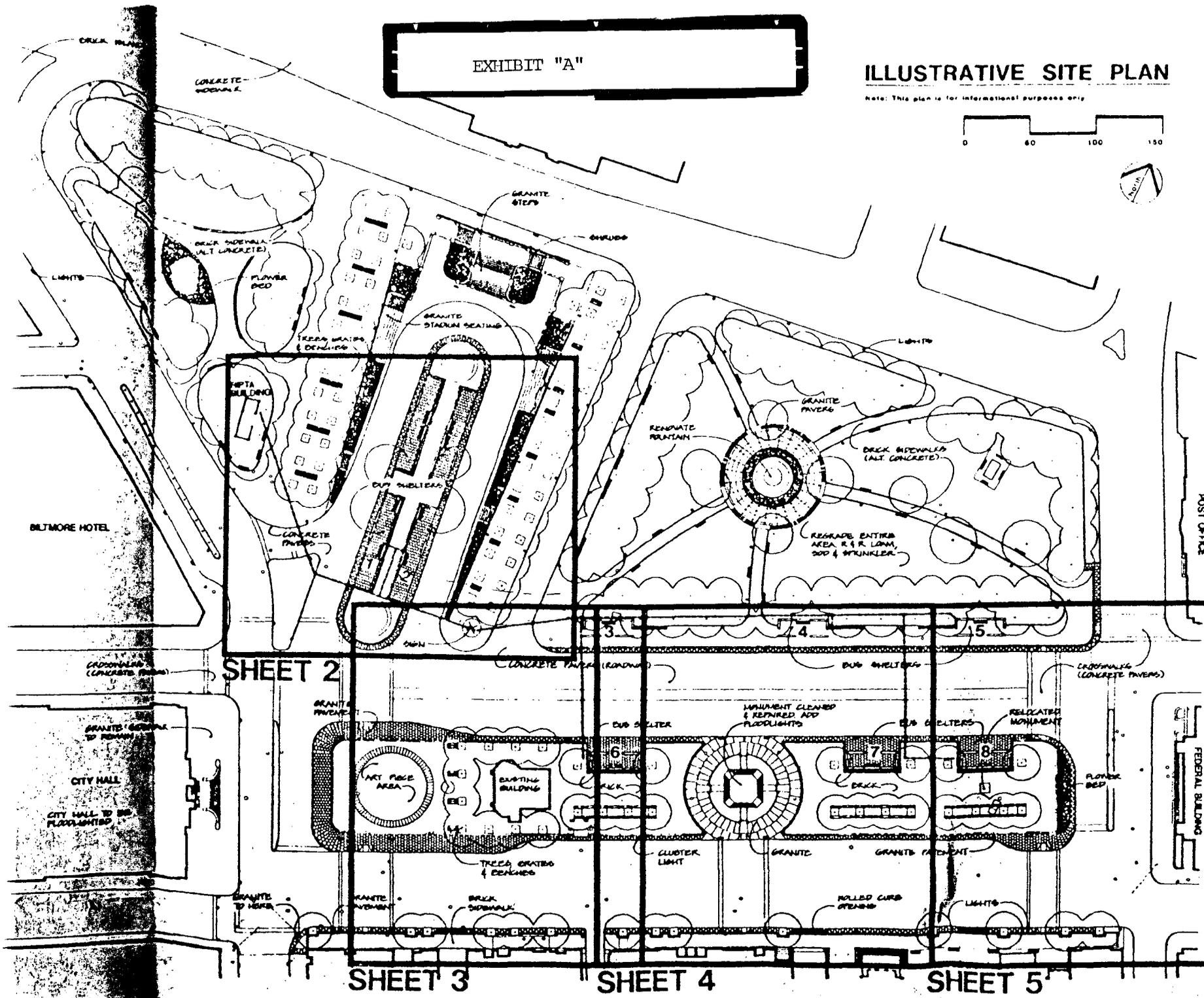
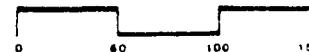
IN CITY COUNCIL
[JUL] 7 1994
READ AND PASSED
James DeRosier
PRES.
Michael R. Clement
CLERK

APPROVED
JUL 18 1994
Vincent A. Ciampi
MAYOR

EXHIBIT "A"

ILLUSTRATIVE SITE PLAN

Note: This plan is for informational purposes only



NOTES:

1. DIG - SAFE - 1- Rhode Island law req that Dig Safe and all companies be notified contractor 72 - hours any excavation, local record buried utilities conform to requireme governing excavation changes in this area.
2. Contractor shall with existing site con to preparing and sub
3. Locations are s limits of proposed lo locations shall be pri by RIPTA representat
4. Final pavements vary from the existing layout, patterns, mat construction sizes.

NO. REVISION

SUBMITTED
REVIEW

CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PETITION TO THE CITY COUNCIL

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned respectfully petitions your honorable body

The Rhode Island Public Transit (RIPTA) Authority respectfully petitions the most Honorable City Council of the City of Providence to allow RIPTA to impinge upon the public right of way (Kennedy Plaza) so as to allow the construction and installation of an electronic bus passenger information system. The proposed right of way is delineated on the enclosed RIPTA Conduit Site Plan.



Henry S. Kinch
Director of Marketing and Planning
Rhode Island Public Transit Authority

April 19, 1994

IN CITY COUNCIL
MAY 5 1994
FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS

Michael L. Clement CLERK

PROVIDENCE, R.I.
APR 20 12 44 PM '94

THE COMMITTEE ON
PUBLIC WORKS

Approves Passage of
The Within Resolution

Barbara A. Poerie
Chairman

6/21/94 Clerk

From The Clerk's Desk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: May 11, 1994
TO: Councilman John J. Lombardi
SUBJECT: PETITION FROM RIPTA REGARDING CONSTRUCTION AND
INSTALLATION OF AN ELECTRONIC BUS PASSENGER INFORMATION
IN KENNEDY PLAZA
CONSIDERED BY: Barbara A. Poirier, Second Deputy City Clerk
DISPOSITION:

Attached please find a copy of the above stated matter for your review. The enclosed petition is pending before the Committee on Public Works and is located in your ward. You will be notified when the Committee will consider this matter and look forward to your opinion.

Barbara A. Poirier
Second Deputy City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: May 11, 1994

TO: Irene Testa, Deputy Director, Department of Traffic Engineering

SUBJECT: PETITION FROM RIPTA REGARDING CONSTRUCTION AND
INSTALLATION OF AN ELECTRONIC BUS PASSENGER INFORMATION
IN KENNEDY PLAZA

CONSIDERED BY: Barbara A. Poirier, Second Deputy City Clerk

DISPOSITION:

Attached please find a copy of the above stated matter for study and report back in writing to Councilman Robert M. Clarkin, Chairman Committee on Public Works as soon as practical.

Barbara A. Poirier
Second Deputy City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: May 11, 1994
TO: Nancy Derrig, Superintendent, Department of Public Parks
SUBJECT: PETITION FROM RIPTA REGARDING CONSTRUCTION AND
INSTALLATION OF AN ELECTRONIC BUS PASSENGER INFORMATION
IN KENNEDY PLAZA
CONSIDERED BY: Barbara A. Poirier, Second Deputy City Clerk
DISPOSITION:

Attached please find a copy of the above stated matter for study and report back in writing to Councilman Robert M. Clarkin, Chairman Committee on Public Works as soon as practical.

Barbara A. Poirier

Second Deputy City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: May 11, 1994

TO: B. James Suzman, Director, Department of Public Works

SUBJECT: PETITION FROM RIPTA REGARDING CONSTRUCTION AND
INSTALLATION OF AN ELECTRONIC BUS PASSENGER INFORMATION
IN KENNEDY PLAZA

CONSIDERED BY: Barbara A. Poirier, Second Deputy City Clerk

DISPOSITION:

Attached please find a copy of the above stated matter for study and report back in writing to Councilman Robert M. Clarkin, Chairman Committee on Public Works as soon as practical.

Barbara A. Poirier
Second Deputy City Clerk

NANCY L. DERRIG
SUPERINTENDENT OF PARKS



VINCENT A. CIANCI, JR.
MAYOR

Department of Public Parks
"Building Pride In Providence"

MEMORANDUM

TO: BARBARA POIRIER
OFFICE OF THE CITY CLERK

FROM: NANCY L. DERRIG
SUPERINTENDENT OF PARKS

DATE: MAY 20, 1994

The Board of Park Commissioners considered and has approved the RI Public Transit Authority petition to allow construction of an electronic bus passenger information system at Kennedy Plaza.

Please let me know if you have need for additional information.

NLD:cc

Department of Public Parks
Dalrymple Boathouse, Roger Williams Park
Providence, Rhode Island 02905

INTEROFFICE

Barbara Poirier
City Clerk's Office

B. JAMES SUZMAN

Director



VINCENT A. CIANCI, JR.

Mayor

Department of Public Works

"Building Pride In Providence"

TO: Mr. Michael Clement, City Clerk
FROM: B. James Suzman, Director- DPW
DATE: June 20, 1994
RE: Council Petitions for Public Works Subcommittee
FOR: Transmittal to Councilman Robert Clarkin, Chairman

Be advised that the department has reviewed the following matters:

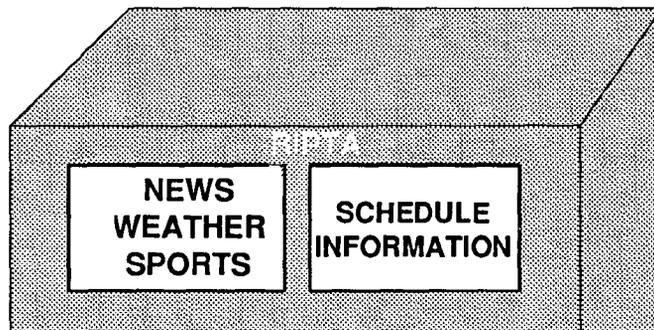
1. Petition of RIPTA to install electronic bus passenger information system upon the public right-of-way;
2. Petition @ 568 S. Main Street, corner of Tockwotten St., to install handicapped curb access for ADA compliance;
3. Petition @ Middleton St. to install fence to protect petitioner's property;

The department offers no objections to the aforementioned petitions, providing that the petitioner's comply as follows:

- A. Indemnify and hold harmless the City of Providence pursuant to the Department of Law,
- B. Petitioner's obtain all required physical alternation permits for sidewalk and/or road openings,
- C. Petitioner's construction methodology to be in conformance with the methodology and rules and regulations of the Department of Public Works that govern such.

THE RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Electronic Passenger Information System



RFP #93-5

MAY 24, 1993

METRO VISION PROPOSAL

1. OVERVIEW:

- (a). Two 27" Television Monitors would be installed in each key location within the RIPTA Bus System.

One television monitor would display RIPTA schedule information and the other monitor would carry CNN News, Weather & Sports.

The schedule information would be generated from RIPTA's computer system. The CNN News, Weather, and Sports would be generated through a cable system and telephone lines to the various locations within the system.

- (b). Locations: Kennedy Plaza / Newport Center
- (c). Complete installation, maintenance and training are included within the proposal.
- (d). Proposal Price: \$ 112,790

2. EQUIPMENT

\$60,200

- (a). Install 12 large (27") color television monitors.
2 screens in each shelter.

Locations: Kennedy Plaza (Inside Shelters)
Newport Gateway Center

METRO VISION PROPOSAL

(b). Install Control & Display Computers

(c). Install Vandal Resistant Enclosures

3. **SOFTWARE** **\$39,400**

(a). Development

(b) 12 Month Support

4. **OPTIONAL** **\$13,190**

(a). Spare Equipment

(b). Installation

TOTAL **\$112,790**

5. **MISCELLANEOUS**

(a). Metro Vision will include the license fee of \$7,200 per year and the maintenance of all all computers and monitors in exchange for the advertising revenue. The maximum advertising revenue is expected to be \$15,000 per year.

(b). Installation Date: October 1993

**SECTION 01000
GENERAL REQUIREMENTS**

01011 - Summary of Work

1. Work for this project includes site construction, demolition, earthwork and grading, bituminous, concrete, brick and stone pavements, concrete foundations and walls, railings, architectural granite, drainage and electrical work and landscaping of the

01018 - Owner-Furnished Products

1. Owner has available for Contractor's review site information including park and marina plans, utilities, etc. Contractor is responsible for requesting necessary information. Owner assumes Contractor to make himself fully aware of site conditions and construction before proceeding with work at any stage.
2. Owner's responsibilities:
 - a) Provide periodic on-site review of the work in progress and to verify acceptability and quality for progress payments.
 - b) Owner may consult with and seek recommendations of the Landscape Architect or others, but final approvals and authorization shall only be by the Owner.
4. Contractor's responsibilities:
 - a) Review shop drawings, product data, and samples. Obtain Owner approval.
 - b) Receive and unload products at site; inspect for completeness and for damage.
 - c) Handle, store, install and furnish products.
 - d) Repair or replace items damaged by Work of this Contractor, Subcontractors, related trades, and deliveries.

01020 - Allowances

Allowances shall be carried for the following items not to exceed the amount indicated:

- a) Independent Testing Laboratory Services - \$1,000.00.
- b) Any balance remaining at the close of the contract shall be returned to the Owner as a credit.

01040 - Project Coordination

Contractor shall bear full responsibility for project coordination with all subcontractors, throughout the term of the work.

01045 - Cutting and Patching

Contractor shall be responsible for all cutting and patching required by the work. All surfaces and finishes shall be restored using materials and methods necessary to equal original condition.

01060 - Code Compliance and Fees

Contractor shall ensure compliance with all applicable codes and shall obtain and pay for all fees and permits related thereto. Copies of all permits shall be submitted to the Owner for record.

01070 - Abbreviations, Symbols, and Definitions

1. Refer to Drawings.
2. Definitions as used in these specifications:
 - a) "Approved equal" means any equipment or material which in the opinion of the Owner is equal in quality, durability, appearance, strength, design, and performance to the equipment or material specified and will function adequately in accordance with the general design.
 - b) "Authority having jurisdiction" means the organization, office, or individual responsible for "approving" equipment, an installation, or a procedure.
 - c) "Concealed" means hidden from sight in trenches, chases, furred spaces, shafts, hung ceilings, embedded in construction, or in crawl spaces.
 - d) "Contractor" shall mean the General Contractor and any and all of the subcontractors engaged in work related to this project.
 - e) "Exposed" means not installed underground or "concealed" as defined above.
 - f) "Furnish" means to supply and install complete in place.
 - g) "Listed" means equipment or materials included in a list published by an organization acceptable to the "authority having jurisdiction" and concerned with product evaluation, that maintains periodic inspection of production of listed equipment or materials meets appropriate standards or has been tested and found suitable for use in a specified manner.
 - h) "Utilities" includes, in addition to pipes, structures, all fittings, valves, hangers, and other accessories relating to such utilities including excavation and backfill.
 - i) "Provide" means to furnish, supply, erect, install, and connect up complete in readiness for regular operation the particular work referred to.
 - j) "Shall" indicates a mandatory requirement.
 - k) "Should" indicates a recommendation or that which is advised, but not mandatory.
 - m) Symbols and Abbreviations: Refer to drawings.

01150 - Measurement and Payment

1. Measurement of work completed shall be subject to the Owner's approval and shall be based upon percentage of work completed to date plus value of materials on hand less prior payments less retainage.
2. The Owner shall retain an amount equal to ten percent (10%) from each amount billed. Such retainage shall continue in effect until the time of substantial completion at which time the Owner may elect to reduce the retainage amount to five percent (5%). All retainages shall remain in effect until final completion and acceptance by the Owner.

01152 - Applications for Payment

Contractors' applications for payment shall be submitted in duplicate on AIA Form G702 to the Architect for approval. Applications shall not be made more often than once each month.

01153 - Change Order Procedure

1. Following the start of work, all requests which will effect the Contract cost or time of completion shall be executed only after acceptance and approval of the Landscape Architect, Owner, and Contractor by written agreement.
2. The form to be used is AIA Form G701.
3. Change estimates shall be complete and include all trades and work effected prior to presentation for approval. Once approved, no further trades or work may be added. All change estimates, whether estimated or done on a Time and Materials basis, must be presented within three days from the time the particular work has been done.
4. Each Change Order shall be signed by the Landscape Architect, then the Owner and forwarded to the Contractor in that order. Contractor shall return completed signed copies to the Landscape Architect and Owner. This shall constitute Contractor's acceptance of such Change Order and right to proceed.

01200 - Project Meetings

1. After award of the Contract, a pre-construction meeting shall be held to establish construction schedule, schedule of progress meetings, and to clarify any other items in question.
2. Progress meetings shall be held weekly, but in no case less than two per month. Attendance at these meetings shall include the General Contractor, his Project Superintendent, each relevant Subcontractor, the Landscape Architect, and the Owner's Representative.
3. Minutes of progress meetings shall be recorded by the General Contractor with copies mailed to all attendees (as listed in Item 2 above) within seven working days following said meeting or distributed at the next scheduled meeting (if held weekly) and shall include the date of the next meeting.
4. Contractor to provide written list of questions as an agenda and in sufficient copies for the attendees.

01300 - Submittals

1. Transmit each item under AIA Form 810. Identify Project, Contractor, subcontractor, major supplier; identify pertinent drawing sheet and detail number, and specification section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and Landscape Architect review stamps.

01310 - Construction Schedule

1. Work included: To assure adequate planning and execution of the Work so that the Work is completed within the number of calendar days allowed in the Contract, prepare and maintain the schedules and reports described in this Section.
2. Graphically show the order and interdependence of all activities necessary to complete the Work, and the sequence in which each activity is to be accomplished, as planned by the Contractor and his project field superintendent in coordination with all subcontractors whose work is shown on the diagram.
 - a) Project mobilization;
 - b) Submittals and approvals of Shop Drawings and Samples;
 - c) Procurement of equipment and critical materials;
 - d) Fabrication of special materials and equipment, and their installation and testing;
 - e) Final clean-up;
 - f) Final inspection and testing.
3. Construction Schedule: Within 5 days after receipt of Notice to Proceed, submit four prints of constructions schedule.
4. One copy shall be posed on the jobsite.
5. One copy shall be attached to each payment request.

01340 - Shop Drawings, Product Data and Samples

1. Shop Drawings: Submit the number of opaque reproductions which Contractor requires, plus three copies which will be retained by Landscape Architect and Owner.
2. Product Data: Mark each copy to identify applicable product, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work. Include manufacturers' instructions when required by the Specification section.
3. Samples:
 - a) Submit range of colors specified, textures, and patterns for Owner and Landscape Architect selection. Submit samples for selection of finishes within 30 days after date of Contract.

- b) Submit samples to illustrate functional characteristics of the product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing Work.
 - c) Include identification on each sample, giving full information.
 - d) Submit the number specified in respective Specification section; but never less than two, one to be retained by Owner. Reviewed and approved samples may be used in the Work.
 - e) Provide field finishes at Project as required by individual Specifications section. Install sample complete and finished. Acceptable finishes in place may be retained in completed Work.
4. Related Work:
- a) Conditions of the Contract: Inspection and testing required by governing authorities.
 - b) Section 01020 - Allowances for Independent Testing Laboratory Services and Laboratory Equipment.
5. Quality Control
- a) Quality Control, General
Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.
 - b) Workmanship
 - 1. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
 - 2. Perform work by persons qualified to produce workmanship of specified quality.
 - 3. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
 - c) Manufacturers' Instructions
 - 1. When required by individual Specifications section, submit manufacturer's printed instructions in the quantity required for product data, for delivery, storage, assembly, installation, (start-up), adjusting, and finishing, as appropriate.
 - 2. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Landscape Architect before proceeding.

d) Manufacturers' Certificates

When required by individual Specifications section, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

01400 - Testing Laboratory Services

1. Contractor will employ and pay for services of an Independent Testing Laboratory to perform inspections, tests, and other services required by various Specification sections or when deemed to be in the Owner's best interests to insure specified product quality, installation and performance.
2. Services will be performed in accordance with requirements of governing authorities and with specified standards.
3. Reports will be submitted to the Owner in duplicate giving observations and results of tests, indicating compliance or noncompliance with specified standards and with Contract Documents.
 - a) Contractor shall cooperate with Testing Laboratory personnel; furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.
 1. Notify Owner and Testing Laboratory 24 hours prior to expected time for operations requiring testing services.
 2. Make arrangements with Testing Laboratory and pay for additional samples and tests for Contractor's convenience.

01500 - Construction Facilities and Temporary Controls

01510 - Temporary Utilities

1. Owner may provide a temporary office with space for job meetings.
2. Sanitary facilities and job telephone at the site for use of all workmen engaged under this Contract shall be provided and paid for by the Contractor.
3. Temporary electricity: Connections to Owner's system, if any, shall be done only by a licensed electrician. Location of temporary connection to Owner's system to be determined by the Owner. If none available, Contractor is to provide.

01530 - Barriers

Contractor shall provide barricades and barriers necessary for personal safety, tree and plant protection, and property protection other than as specified below.

01545 - Protection of Property

Contractor shall provide fire extinguishers in all areas where welding or cutting torches are in use and cover protection for security and the exclusion of the natural elements.

01561 -Noise and Dust Control

Contractor shall provide for noise, dust and debris control to protect other areas within the building and adjacent properties beyond the Work area.

01600 - Material and Equipment

01620 - Material Storage and Protection

As materials are delivered to the jobsite, store and protect until ready for use or installation. Contractor shall bear full responsibility for protection of his materials and equipment left on the jobsite.

01630 - Substitutions

Substitutions shall be subject to the approval of the Owner and Landscape Architect. Those which represent an increase in Contract cost shall not be approved unless submitted via a proposal request and a change order is issued.

01650 - Starting of Systems

1. Clean and flush drains and drainage structure prior to final connection and use.
2. Instruct Owner's personnel in operation of electrical equipment and systems.
3. Instruct Owner's personnel in operation of flag pole.

01660 - Testing, Adjusting and Balancing of Systems

1. All systems shall be properly and completely tested, adjusted and balanced prior to final completion.
2. All work must be proven to be satisfactory.
3. Submit report in triplicate.

01710 - Final Cleaning

1. At the completion of each work day and of the project, the Contractor shall leave the premises broom clean with all construction material and demolition debris removed from the site.
2. At completion of the project all surfaces and equipment shall be clean and free of dust or other debris. Clean and hose wash all pavements; trim and grade mulch; remove weeds; prune dead branches; wipe railings and electrical poles and fixtures clean. Work to be done prior to final inspection and acceptance by the Owner.
3. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances. Clean equipment and fixtures to a sanitary condition.
4. Clean site; sweep paved areas, rake clean other surfaces.

5. Restore site within work areas damaged by this work, inclusive of playing fields, paved and unpaved driveways, landscaping, etc.

01720 - Field Engineering and Project Record Documents

1. Provide site layout and verification by a Rhode Island registered land surveyor or professional engineer.
2. The Owner shall provide one complete set of drawings (prints) which the Contractor shall maintain at the jobsite on which to record:
 - a) all new work placed which differs from original layout with dimensioned off-sets;
 - b) locations of all other utilities and structures encountered during installation;
 - c) locations of all new work including drainage and electrical conduits which will not be left exposed at completion of the project;
 - d) especially record routing of all work, electrical and mechanical, hidden in or behind concrete slabs and masonry walls for which access has not been provided for;
 - e) Each entry which differs from a previous entry shall be recorded in a different color pencil. Periodically drawings shall be reviewed by the Owner and approved by his initials.
3. Store documents separate from those used for construction.
4. Keep documents current; do not permanently conceal any Work until required information has been recorded.
5. At completion of the work, the Contractor shall obtain a set of reproducible drawings from the Owner and provide for review of the Owner and Landscape Architect with as-built drawings showing all changes or modifications from the original. Drafting shall be performed by a professional drafter experienced in the preparation of as-built record drawings.
6. The Owner will provide one complete set of reproducible drawings to the Contractor for final record as-builts. Final payment will be retained by the Owner until an approved set of as-built drawings are provided by the Contractor.
7. At Contract closeout, submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents and signature of Contractor.

01730 - Operation and Maintenance Data

1. Provide data for:
 - a) Electrical equipment and controls; flagpole; color galvanized maintenance.
 - b) Submit three sets prior to final inspection, found in 8 1/2 x 11 inch (216 x 279 mm) three-ring side binders with durable plastic covers, table of contents and index tabs.

- c) Part 1: Directory, listing names, addresses, and telephone numbers of: Landscape Architect and Contractor.
- d) Part 2: Operation and maintenance instructions, arranged by Specification Division. For each: give names, address and telephone number of subcontractors and suppliers.
List:
- e) Appropriate design criteria
 - List of equipment
 - Parts list
 - Operating instructions
 - Maintenance instructions, equipment
 - Maintenance instructions, finishes
 - Shop drawings and product data
 - Warranties

01735 - Systems Demonstration

Prior to final inspection, demonstrate and instruct in the operation of each system to the Owner and it's representative.

01750 - Spare Parts and Maintenance Materials

Provide the Owner with extra parts and materials, etc. equal in number or size to not less than five percent of the area covered by those specific materials and matching in size, color and pattern.

01760 - Guarantees

1. Except as otherwise specified, all work, materials and equipment shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for not less than one year from the date of final completion of the contract, or from full acceptance by the Owner, whichever is earlier, unless otherwise specified herein.
2. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which, in the opinion of the Owner is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the Contractors shall promptly upon receipt of notice from the Owner, and without expense to the Owner:
 - a) Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein, and
 - b) Make good all damage to the building or site, or equipment or contents thereof, which, in the opinion of the Owner is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and
 - c) Make good any work or materials, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

- d) In any case where in fulfilling the requirements of the contract or of any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- e) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety be liable for all expenses incurred.

End of Section

SECTION 16402 - CONDUIT SYSTEM

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

Drawings and general provision of Contract, including General and Supplementary Conditions, Special Conditions, and related parts of the Technical Specifications apply to the work of this section.

1.02 SUBMITTALS

A. Submit the following in accordance with Section 01300 "Submittals":

1. Manufacturer's Catalog Data:
 - a. Hand holes
 - b. Junction Boxes
 - c. Conduit and fittings (each type)
 - d. Pull wires

1.03 QUALITY ASSURANCE

In each standard referred to herein, consider the advisory provisions to be mandatory, as though the word "shall" has been substituted for "should" wherever it appears.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

Materials, equipment , and devices shall, as minimum, meet requirements of UL, where UL standard are established for those items, and requirements of NFPA 70.

2.02 CONDUIT AND FITTINGS

Shall be metal conduit, rigid nonmetallic conduit, electrical metallic tubing (EMT), and flexible metal conduit conforming to the following.

- A. Rigid Nonmetallic Conduit
NEMA TC - 2, Type EPC - 40 PVC
- B. Fittings for Rigid Nonmetallic Conduit
NEMA TC3

PART 3 - EXECUTION

3.01 INSTALLATION

Installations shall conform to requirements of NFPA 70 and to requirements specified herein.

A. Conduit

Do not weld conduits of pipe straps to steel structures. Fasteners attached to concrete shall be vibration resistant and shock resistant. Holes to depth of more than 1 1/2 inches in reinforced concrete or to depth of more than 3/4 inch in concrete joints shall not cut main reinforcing bars. Fill in unused holes. Where conduit crosses building expansion joints, provide suitable expansion fitting that maintains conduit electrical continuity by bonding jumpers or other means.

1. Directional Changes in Conduit Runs

Make changes in direction of runs with symmetrical bends of cast UL rated PVC fittings. Make field - made bends and offsets with hickey or conduit - bending machine. Do not install crushed or deformed conduits. Avoid trapped conduits. Prevent concrete, dirt, or trash from lodging in conduits, boxes, fittings, and equipment during construction. Free clogged conduits of obstructions.

2. Pull Wire

Install pull wires in empty conduits in which wire is to be installed by others. Pull wire shall be having minimum 200 - pound tensile strength. Leave minimum 24 inches of slack at each end of pull wire.

3. Locknuts and Bushings

Fasten conduits to sheet metal boxes and cabinets with two locknuts where requires by NFPA 70, where insulated bushings are used, and where bushings cannot be brought into firm contact with the box; otherwise, use at least minimum single locknut and bushing. Locknuts shall have sharp edges for digging into wall of metal enclosures. Install bushings on ends of conduits, and provide insulating type where required by NFPA 70.

B. Boxes and Supports

Provide boxes in wiring or raceway systems wherever required for pulling of wires, making connection, and mounting of devices or fixtures. Each box shall have volume required by NFPA 70 for number of conductors enclosed in box. Boxes for mounting lighting fixtures shall be minimum 4 inches square, or octagonal, except that smaller boxes may be installed as required by fixture configurations, as approved. Boxes for use in masonry - block or tile walls shall be square - cornered, tile - type, or standard boxes having square - cornered, tile = type covers. Provide gaskets for cast - metal boxes installed in wet locations and boxes installed flush with outside of exterior surfaces. Provide separate boxes for flush or recessed fixtures when required by fixture terminal operating temperature; fixtures shall be readily removable for access to boxes unless ceiling access panels

are provided. Support boxes and pendants for surface - mounted fixtures. Fasten boxes and supports with wood screws on wood, with bolts and expansion shields on concrete or brick, with toggle bolts on hollow masonry units, and with machine screws or welded studs on steel. Threaded studs driven in by powder charge and provided with lockwashers and nuts or nail - type nylon anchors may be used in lieu of wood screws, expansion shields, or machine screws. When penetrating reinforced concrete members, avoid cutting reinforcing steel.

1. Boxes

Boxes for use with conduit systems shall be minimum 1 1/2 inches deep, except where shallower boxes required by structural conditions are approved. Boxes for other than lighting fixture outlets shall be minimum 4 inches square, except that 4 - by - 2 inch boxes may be used where only one raceway enters outlet. Telephone outlets shall be minimum of 4 inches square by 1 1/2 inches deep, except for wall mounted telephones and outlet boxes for handicap telephone stations.

2. Splice Boxes (Handholes)

Construct of at least minimum size required by NFPA 70 of code gauge fiberglass reinforced polyester, compatible with nonmetallic raceway systems. Furnish boxes with non - skid screw - fastened covers for safe sidewalk installation. Where several feeders pass through common pull box, tag feeders to indicate clearly electrical characteristics, circuit number, and panel designation. Unit meeting these specifications is Highline HL - 43 Fiberglass secondary splice box. Designed for flush installation in concrete and lawn. Flat non - skid surface. All stainless steel components. Double penta - head bolt locking. Unit shape will support a load of 6500 lbs. over a 6" x 6" area on the cover (H 10 load rating) and a side load of 5000 lbs. Standard color is dark green (Munsell 7GY 3.29/1.5).

3.02 FIELD QUALITY CONTROL

Furnish test equipment and personnel and submit written copies of test results.

END OF SECTION

**SECTION 02100
DEMOLITION AND SITE CLEARING**

PART 1 GENERAL

1.01 Drawings and general provision of Contract, including General and Supplementary Conditions, Special Conditions, and related parts of the Technical Specifications apply to the work of this section.

1.02 SECTION INCLUDES: Work includes, but is not necessarily limited to, the following:

- A. Disposal of all removals.
- B. Tree protection.
- C. Sawcut and remove existing pavements.
- D. Remove miscellaneous site elements.
- E. Remove surface debris from the site.
- F. Sedimentation and Erosion Control.
- G. Dust Control.

1.03 RELATED WORK:

- A. Relocation of pipes, conduits, other mechanical and electrical work are specified by respective trades.

1.04 REFERENCES

- A. State of Rhode Island and Providence Plantations Department of Transportation, Division of Public Works Standard Specifications for Road and Bridge Construction, Revision of 1971 with current Addenda.
- B. NAA (National Arborists Association): Pruning Standards for Shade Trees, latest edition, and current addenda.

1.05 SUBMITTALS

- A. Demolition and removal procedure and schedule.
- B. Written permission letter for off-site disposal.
- C. Chemical applicator's name and current certificate.

1.06 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent structures.

Conduct selective demolition work in a manner that will minimize the disruption of the Owner's normal operations. Provide a minimum of seventy-two (72) hours advance notice to Owner of demolition activities which will severely impact the Owner's normal operations.

- B. Provide, erect and maintain temporary barriers and security devices.
 - C. Conduct operations with minimum interference to public or private thoroughfares. Maintain protected egress and access at all times.
 - D. Do not close or obstruct roadways or sidewalks without permits.
 - E. Conditions of Structures: The Owner assumes no responsibility for the actual condition of items or structures to be demolished. Conditions existing at time of commencement of contract will be maintained by the Owner insofar as practicable.
 - F. Protection: Provide temporary barricades and other forms of protection as required to protect Owner's personnel and the general public from injury due to selective demolition work. Provide protective measures as required to provide free and safe passage of Owner's personnel and the general public.
 - G. Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to govern authorities.
- 1.07 A. The Contractor shall be solely responsible for ensuring that any personnel engaged with the execution of this contract shall have proper training and certification in the use, handling and applying chemicals as mandated by the Rhode Island Pesticide Control Act of 1976, Rules and Regulations (General Laws 23-41. 1-9 (3) (a)). The Contractor shall be responsible for legally and safely disposing of any chemical remaining and not used in completing the project.

1.08 DIG-SAFE

- A. Notify Dig-Safe (1-800-225-4977) to identify all utilities. Record locations on Project Record Documents from DIG-SAFE field location markings.

PART 2 EXECUTION

2.01 PROTECTION

- A. Protect plant growth and features remaining as final landscaping. All existing vegetation (trees, shrubs, grasses, etc.) to remain shall be protected from injury. Individual trees and shrubs to be saved within the limit of selected clearing shall be adequately protected by the Contractor as part of this Contract as shown on detail drawings. Protect root zones of existing trees by snow fencing as shown in the Drawings. Remove

all protective barriers as directed by the Owner.

- B. Existing vegetation not adequately protected and damaged during construction shall be replaced with plants equal to or better than existing by the Contractor at no additional cost to the Owner. Contractor shall carefully prune branches in the way of construction. Only approved methods and tools will be permitted. Use of axes for trimming or spurs for climbing will not be permitted. Immediately paint all scars and cuts (2 inch diameter or larger) with approved tree compound or pruning paint.
- C. Protect bench marks and existing work from damage or displacement.
- D. Provide protection necessary to prevent damage to existing improvements indicated to remain in place. Restore any damaged improvements to their original condition, as acceptable to the Owner.
- E. Maintain designated site access for vehicle and pedestrian traffic.

2.02 SEDIMENTATION AND EROSION CONTROL

- A. Provide haybales and silt benches to control sediment run off. Provide at drainage structures and building.

2.03 SITE CLEARING

- A. Clear areas required for access to site and execution of the work.
- B. Clear undergrowth and dead wood, without disturbing subsoil.
- C. Remove all litter and debris from the area within the Limits of Work.
- D. Remove play equipment and fences as shown on Drawings.
- E. Trees and shrubs designated for removal and protection are noted on the drawings or will be marked in the field after layout of improvements.

2.04 SAWCUT PAVEMENTS

- A. Perform indicated sawcutting for Bituminous and Concrete pavements.
- B. All sawcut mistakes must be corrected as directed by the Owner at no additional cost to the Owner.
- C. All sawcut edges damaged during the period of construction shall be re-sawcut to the satisfaction of the Owner prior to any patching. Required patching shall be expanded to re-sawcut limits at the Contractor's expense.

2.05 DISPOSAL OF MATERIAL

- A. All excess or unsuitable material including earth, pavement, debris from demolished structures of all types, vegetative matter and any other material either found on the work site or brought to the site by the Contractor or Subcontractors shall be removed and disposed in accordance with all applicable local, State and Federal laws. The following procedures will

apply to the disposal of such material as identified above or as may be encountered during the prosecution of work.

1. Under no circumstances shall any excess material be deposited on-site.
2. The off-site disposal of any material will be allowed only by written permission of the property owner upon whose property the material is to be deposited. The Contractor must furnish copies of said written permission.

For all off-site disposal areas, it will be the Contractor's responsibility to obtain the approval of the Department of Environmental Management, the Coastal Resources Management Council, and any other governmental agency as necessary.

- B. Under these procedures, the Contractor retains all responsibility and liabilities under the State and Federal laws for violations resulting from disposal of material on and off the project site and will defend and hold the Owner and Landscape Architect harmless therefrom.

2.06 DEMOLITION OF STRUCTURES, WALLS, FOUNDATIONS, SLABS, PAVEMENTS, ETC.

A. Preparation:

1. Notify DIG-SAFE (1-800-225-4977) to identify all utilities.
2. Protect existing pavements, vegetation, appurtenances and structures which are not to be demolished.
3. Disconnect, remove and cap utility lines within the demolition areas.
4. Mark location of disconnected utilities by staking on the ground and carefully recording the location on the project record plans by dimensional ties to permanent structures.

B. Execution:

1. Demolish indicated site elements and appurtenances in an orderly and careful manner.
2. Cease operations and notify the Owner immediately if adjacent structures appear to be endangered. Do not resume operations until corrective measures have been taken.
3. Except where noted otherwise, immediately remove demolished materials from the site.
4. Relics, antiques and similar objects, as indicated by the Owner, or as discovered or uncovered in the process of performing the work of this Section, shall remain the property of the Owner. Notify the

Owner prior to removal and obtain acceptance regarding the method of removal.

5. Remove materials to be installed or retained in a manner to prevent damage. Store and protect as directed by the Owner.
6. Remove and salvage items designated. Remove and salvage any regulatory signs and related equipment as indicated.
7. Remove and properly dispose of contaminated, vermin infested] or dangerous materials encountered.
8. Do not burn or bury materials on the site.
9. Backfill, rough grade and compact areas effected by demolition to maintain site grades and contours.
10. Remove demolished materials from site as work progresses. Leave site in clean condition.

End of Section

SOLICITATION

RFP #94-5

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY,
RHODE ISLAND**

for
**Site Improvements to
CABLE CONDUIT INSTALLATION
KENNEDY PLAZA, PROVIDENCE, RHODE ISLAND**

BIDDER

PINE HILL LANDSCAPING, INC.

Print Name of General Contractor

TO THE AWARDING AUTHORITY:

- A. The undersigned hereby declares that the only person or persons interested in this proposal or in the contract to be taken with the Rhode Island Public Transit Authority is or are named hereinafter; that this proposal is made without any connection or collusion with any other person or persons making any proposals for the same work, and is in all respects fair and without collusion or fraud.
- B. And the undersigned further declares that he/she has carefully examined the site of the work described herein; has become thoroughly familiar with local conditions and the character and extent of the work; has carefully examined the Drawings, Project Manual and Contract Documents including all Addenda which are acknowledged to be a part of this proposal, the General Bid Form, and thoroughly understands their stipulations, requirements, and provisions, and that he/she will contract, in the form of contract required, to provide all necessary and proper machinery, equipment, facilities, and means to do all the work and furnish all the materials necessary and proper to carry out such contract in the manner and on the conditions set forth therein in accordance with the Drawings, Project Manual and Contract Documents, and to perform or observe all other contract requirements thereby, and to accept in full payment, therefore, the following total base bid:

SUM TOTAL OF COST: _____
In Figures

In words _____

- C. Time is of the essence. Contractor agrees to complete the work within thirty - one (31) calendar days of Notice of Award.
- D. **UNIT PRICES:**

In addition to stating the Total Base Bid Price, the bidder shall state prices for the various items of work listed below. The Unit Prices as quoted are

for computing adjustments to the Total Base Bid prior to Contract award, as well as during the course of construction, based upon extra work ordered by the Owner, or for work countermanded, reduced, or omitted by the Owner.

Unit Prices are to be a complete price to be added or deducted on the basis of quantities of work involved, for each work item in place in the unit. The Owner reserves the right not to accept unit prices if, in the Owner's opinion, the unit prices are unreasonable.

The Value of Unit Prices shall include, but not be limited to, site preparation, protection and erosion control measures; removal and disposal of existing conditions including soils, unclassified excavation, sawcutting, pavements, vegetation, debris, etc.; excavation and backfill; gravel bases; trim and fine grade to blend to existing and new conditions and loaming and seeding disturbed areas, complete in place.

Unit price items and installation shall be equal in all respects to the requirements specified and shown on the drawings of this contract for the same or similar item.

Description	Estimated Quantity	Unit Price Bid	Total Cost
1. 2 - inch diameter conduit complete in place including sawcutting, remove and reset pavers, concrete and gravel bases, and clean up.	570 LF	\$ 19 /LF	\$ 10,830
2. 1 1/2 " diameter conduit complete in place including sawcutting, remove and reset pavers, concrete and gravel bases, and clean up.	380 LF	\$ 17 /LF	\$ 5,160
3. Conduit Curb crossing complete in place including conduit, sawcutting, core drilling, remove and reset pavers, concrete and gravel bases and clean up.	12 EA	\$ 390 /EA	\$ 4,860
4. Handhole complete in place including sawcutting, remove and reset pavers, concrete and gravel bases and clean up.	12 EA	\$ 300 /EA	\$ 3,600
5. Junction box and shelter complete in place including coredrilling remove and reset pavers concrete and gravel bases and clean up.	8 EA	\$ 400 /EA	\$ 3,200
6. Off - duty Providence Police officer for traffic control during construction (Based upon City fixed rate with no contractor mark up.)	120 hrs..	\$ 29 /Hr.	\$ 3,498

RHODE ISLAND PUBLIC TRANSPORTATION AUTHORITY

REQUEST TO AWARD

October 21, 1993

TO: W. H. Trevitt
FROM: J. A. Lopez *(JAL)*
SUBJECT: RFP #94-5 Site Improvements to Cable Conduit Installation -
Kennedy Plaza

Proposals opened October 14, 1993

Attendees: Joan Lopez - RIPTA
Mark Therrien - RIPTA
Dennis Cafferty - Seaview Const., Inc.
Jeffrey Cafferty - Seaview Const., Inc.
Scott Raymond - Seaview Const., Inc.
Enrico DiGregorio - Pine Hill Landscaping

Proposal was sent to 21 firms with two reponding.

Pine Hill Landscaping, Inc. Johnston, R.I.	\$31,148.00
Seaview Construction, Inc. Providence, R.I.	\$133,596.74

Attached is a copy of a recommendation to award contract to Pine Hill received from Mr. Henry Kinch, RIPTA's Marketing Director.

Grant RI-90-X021
Electronic Information Services

Beginning Balance	\$37,210
RFP #94-5	<u>-\$31,148</u>
Remaining Balance	\$6,062

Att:

cc & att: A. D. Medbury
F. J. Brown
H. S. Kinch
R. F. Lilly

The Rhode Island Public Transit Authority

MEMORANDUM

October 19, 1993

TO: J. A. Lopez

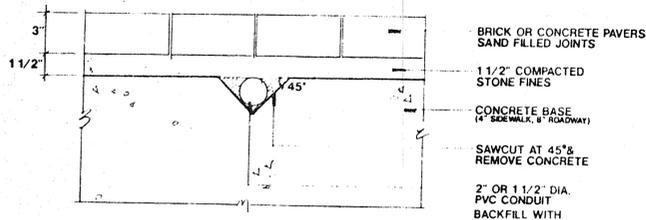
FROM: Henry S. Kinch Sr. *HSK*

SUBJECT: Recommendation Of Award For RFP #94-5
Cable Conduit Installation - Kennedy Plaza

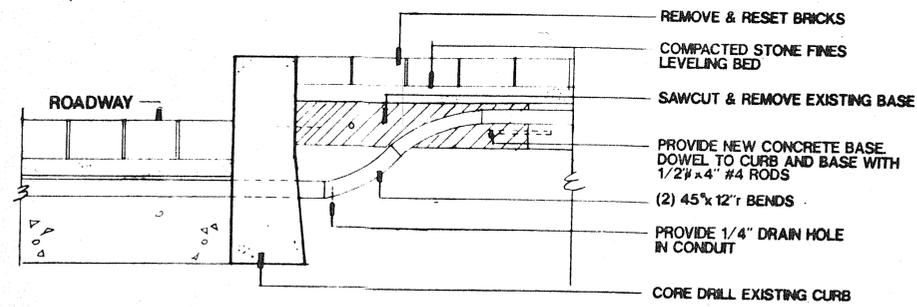
I have completed a review of the two proposals for the subject installation that were submitted on October 14, 1993.

Please be advised that after careful examination I am recommending Pine Hill Landscaping, Inc with a low bid of \$31,148.00.

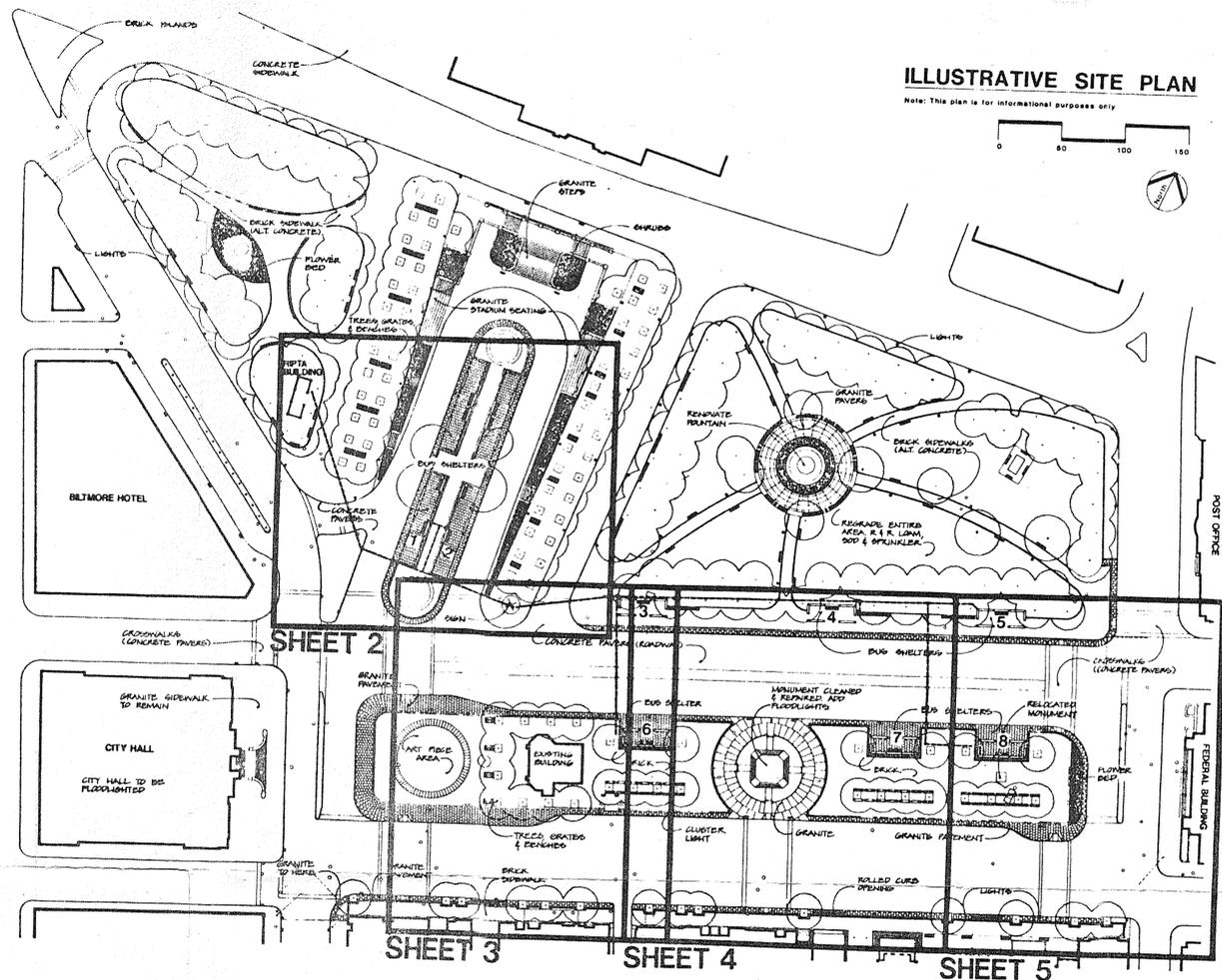
I have also taken the liberty of contacting the second low bidder Seaview Construction, Inc to find out why there was a \$100,000 differential between the two bids. My contact person at the Seaview Construction Company was Mr. Dennis Cafferty who explained that they completely misunderstood the specifications and stated it was completely the fault of Seaview Construction Inc. and not the lack of any definitive specifications that caused the stated differential.



A NEW PVC CONDUIT SCALE: 1 1/2" = 1'-0"

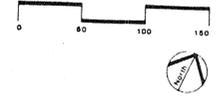


B CONDUIT TRANSITION AT CURB SCALE: 1 1/2" = 1'-0"

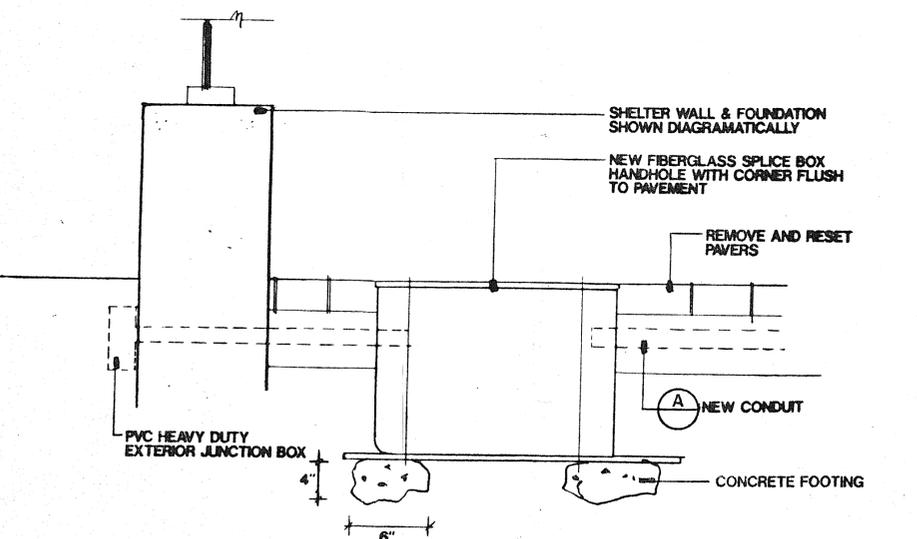


ILLUSTRATIVE SITE PLAN

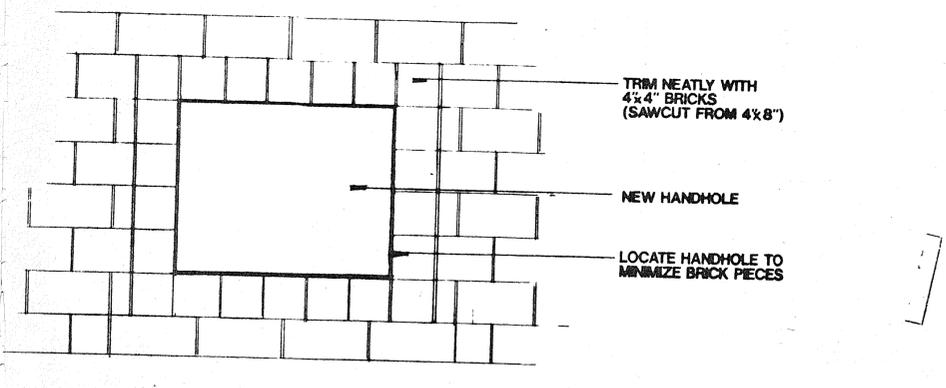
Note: This plan is for informational purposes only.



- NOTES:**
1. DIG - SAFE 1-800-4977
Rhode Island law requires that Dig Safe and all utility companies be notified by the contractor 72 - hours prior to any excavation, locate and record buried utilities and conform to requirements governing excavation, and changes in this area.
 2. Contractor shall be familiar with existing site conditions prior to preparing and submitting bid.
 3. Locations are shown within limits of proposed locations. Final locations shall be prior approved by RIPTA representative.
 4. Final pavements shall not vary from the existing design layout, patterns, materials and construction sizes.



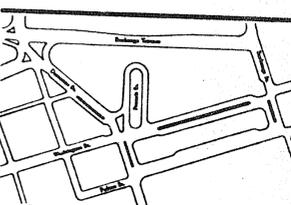
C TYPICAL HANDHOLE AND SHELTER CONNECTION SCALE: 1 1/2" = 1'-0"



D HANDHOLE PLAN SHOWING PAVING SCALE: 1 1/2" = 1'-0"

no. revision date by

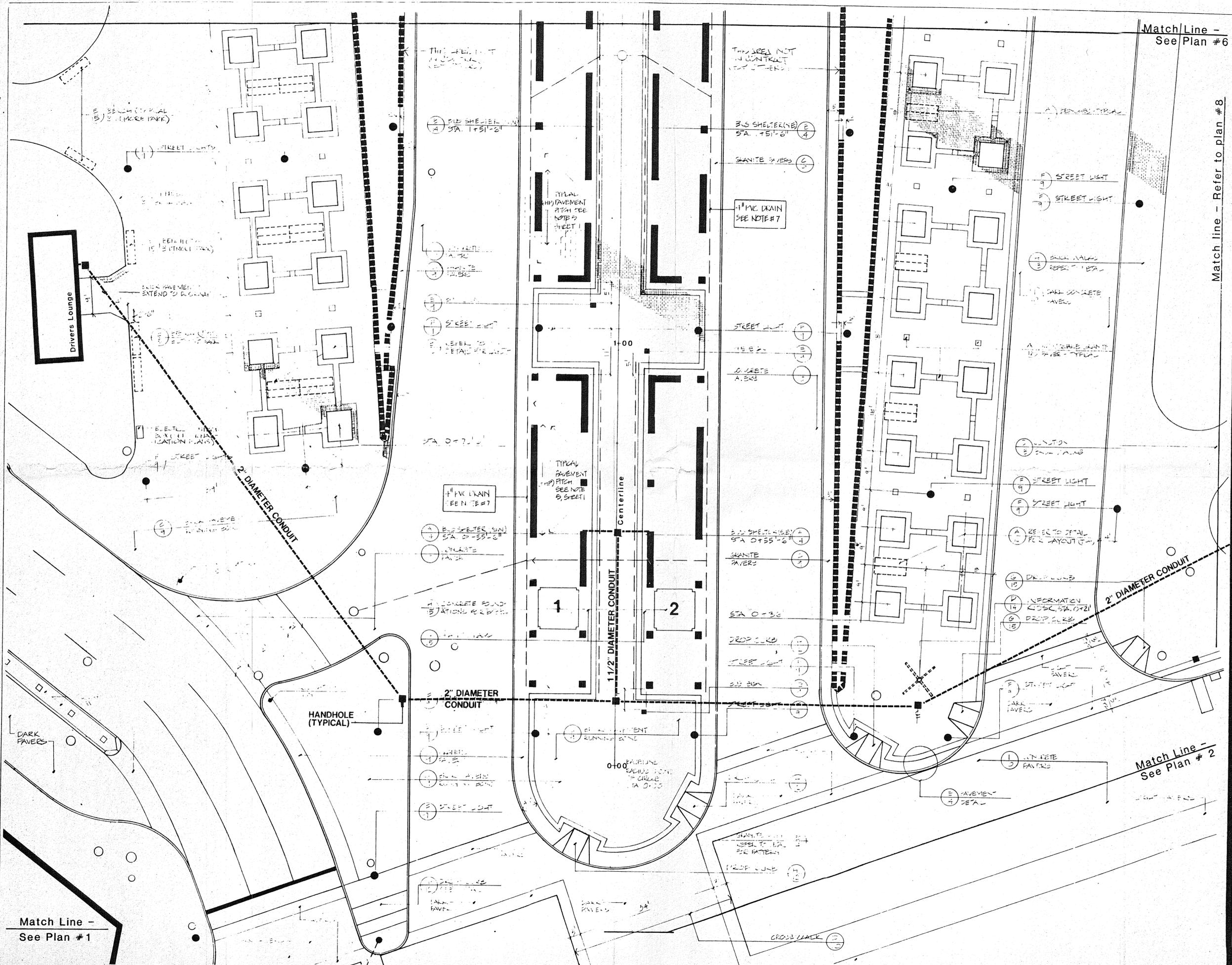
SUBMITTED FOR REVIEW 99 %



Kennedy Plaza

Albert Veri & Associates, Inc.
70 Elm Street Providence Rhode Island 02903
401.274.1360
landscape architects/urban designers

Drawing title
RIPTA CABLE CONDUIT PLAN
Date: AUGUST 10 1993 sheet 1 of 5
scale 1" = 10' drawing no.
drawn A.V.A.
checked

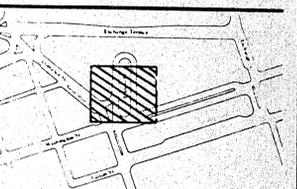


GENERAL NOTES:
 8. PLANS 5&6 STEPS WALLS & PLANTERS IN THIS AREA SHALL BE BID SEPARATELY. CONTRACTOR IS SOLELY RESPONSIBLE FOR COORDINATION AND SCHEDULING OF HIS WORK WITH THE OTHER CONTRACTOR. REFER TO ARCHITECTURAL GRANITE DRAWINGS AND SPECIFICATIONS.

Match Line -
 See Plan #6

Match line - Refer to plan #8

SUBMITTED FOR REVIEW 99 %



Kennedy Plaza

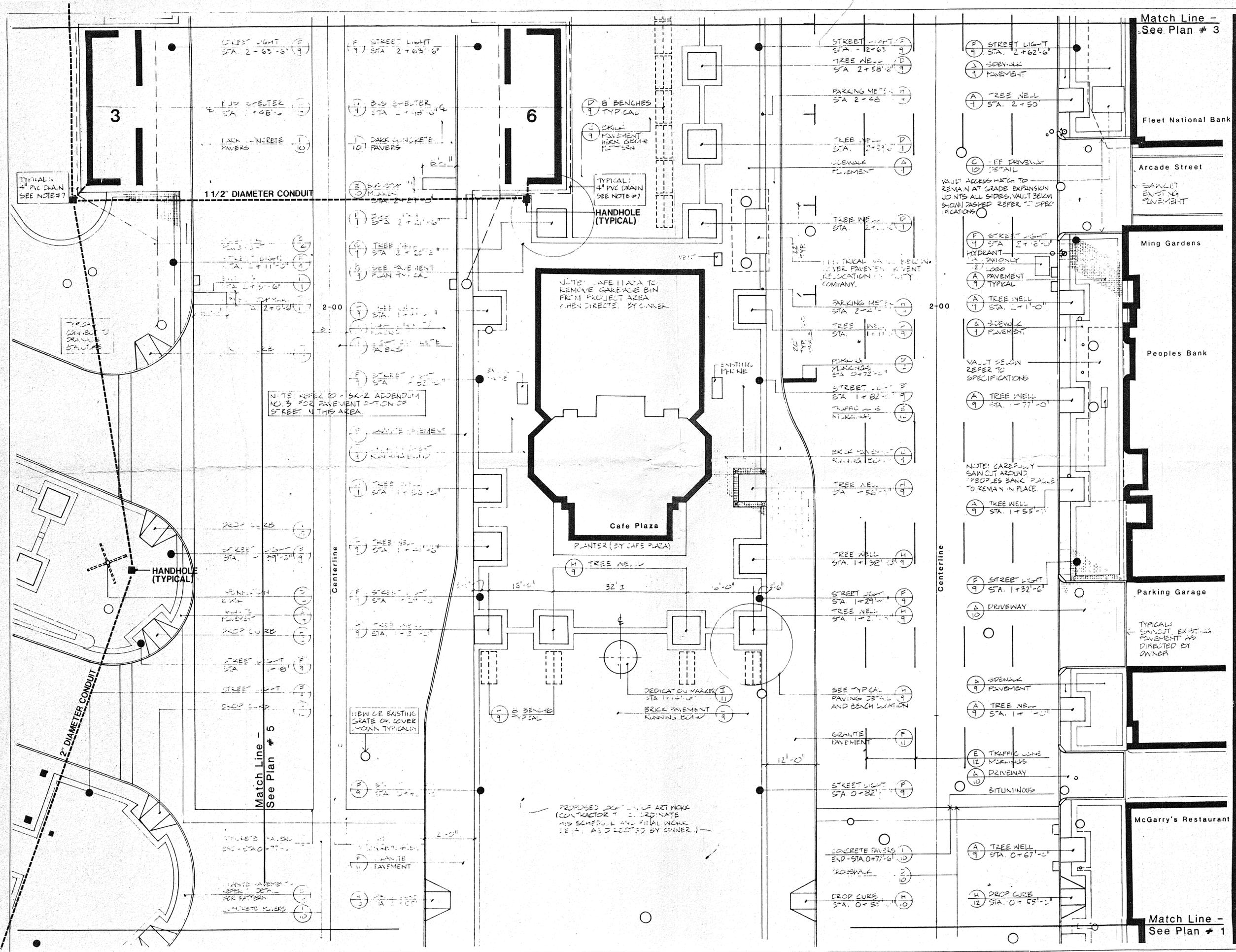
Albert Veri & Associates, Inc.
 70 Elm Street Providence Rhode Island 02903
 401-274-1368
 landscape architects/urban designers

RIPTA CABLE CONDUIT PLAN

Date: AUGUST 10, 1993 sheet 2 of 5
 scale 1" = 10' drawing no.
 drawn A.V.A.
 checked

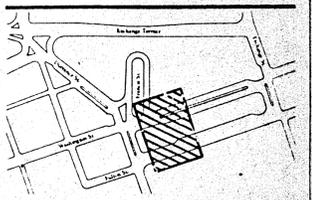
Match Line -
 See Plan #1

Match Line -
 See Plan #2



NOTES: (SEE SHEET #1)
 6. FINISH ELEVATIONS OF SHELTERS WILL BE GIVEN TO CONTRACTOR BY OWNER PRIOR TO SETTING GRADES BY CONTRACTOR FOR CONSTRUCTION.
 7. 4" PVC DRAIN AND CONNECTION TO SHELTER DOWNPOUTS AND DRAINAGE STRUCTURES. (SEE ARCHITECTURAL PLANS). REFER TO SD PACKAGE FOR #1 AND PAYMENT.

SUBMITTED FOR REVIEW **99%**



Kennedy Plaza

Albert Veri & Associates, Inc.
 70 Elm Street Providence Rhode Island 02903
 401.274.4363
 landscape architects/urban designers

drawing title
RIPTA CABLE CONDUIT PLAN
 date: AUGUST 10, 1993 sheet 3 of 5
 scale: 1"=10' drawing no.
 drawn: A.V.A.
 checked

Match Line - See Plan # 3

Match Line - See Plan # 1

Match Line - See Plan # 5

PROPOSED LOCATION OF ART WORK (CONTRACTOR TO COORDINATE WITH SCHEDULE AND FINAL WORK DETAILS AS DIRECTED BY OWNER.)

NOTE: REFER TO SD-2 ADDENDUM NO. 3 FOR PAVEMENT SECTION OF STREET IN THIS AREA.

VAULT ACCESS MATCH TO REMAIN AT GRADE EXPANSION JOINTS ALL SIDES. VAULT BELOW SHOWN DASHED REFER TO SPECIFICATIONS.

NOTE: CAREFULLY SAW CUT AROUND PEOPLES BANK PAULE TO REMAIN IN PLACE.

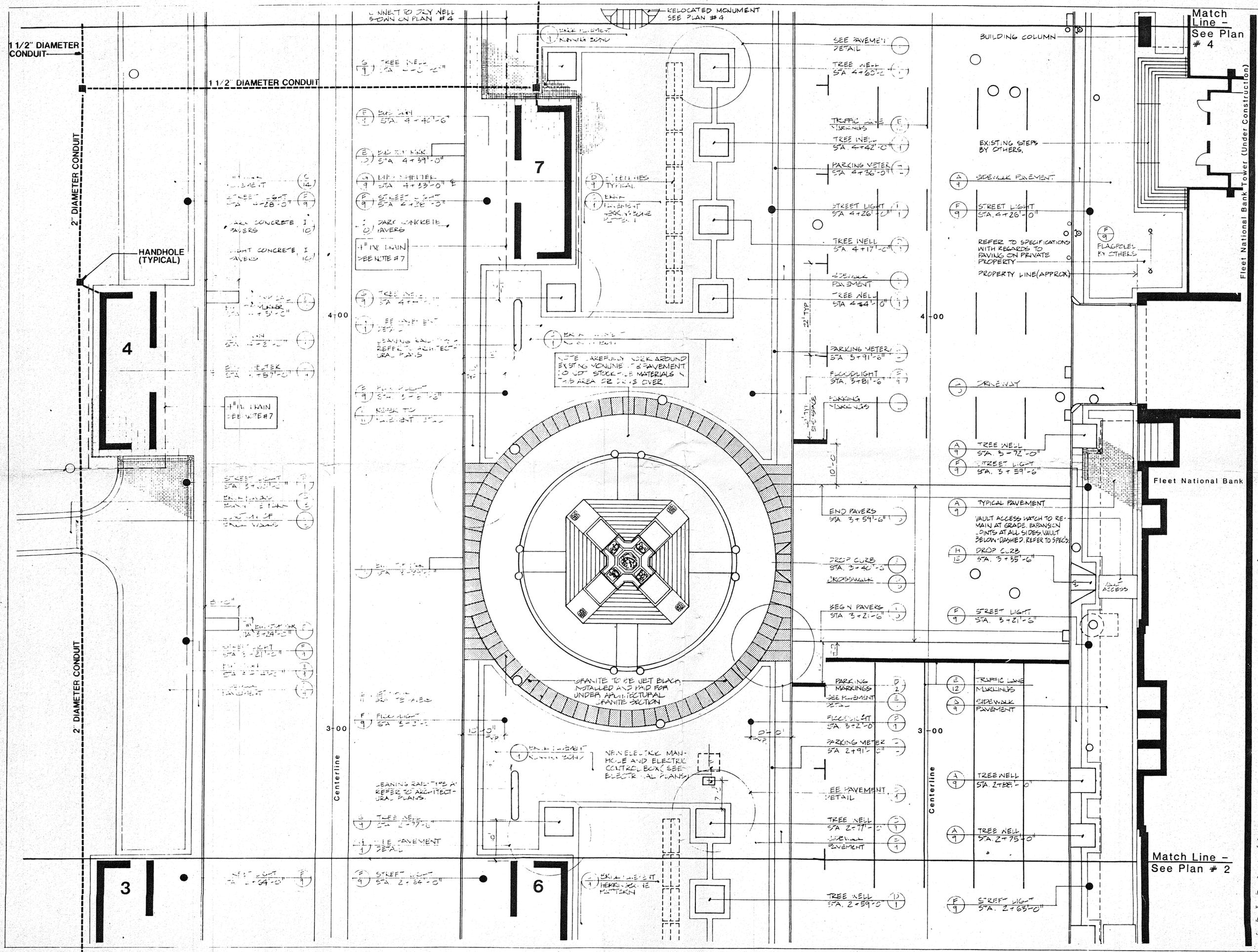
TYPICAL: 4" PVC DRAIN SEE NOTE #7

TYPICAL: 4" PVC DRAIN SEE NOTE #7

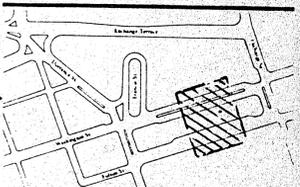
HANDHOLE (TYPICAL)

Cafe Plaza
 PLANTER (BY CAFE PLAZA)

TYPICAL: SAW CUT EXISTING PAVEMENT AS DIRECTED BY OWNER



SUBMITTED FOR REVIEW **99%**
 no revision date by

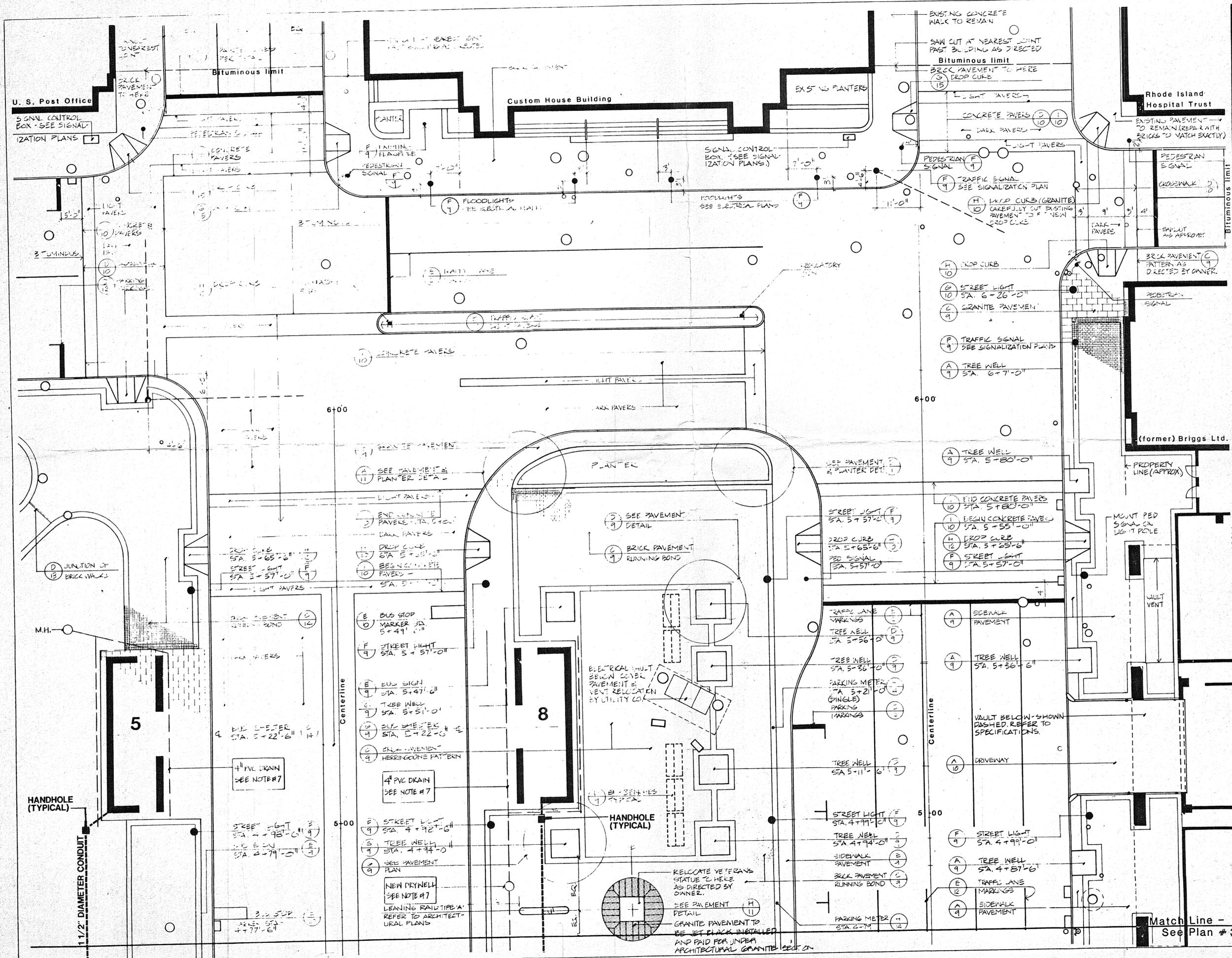


Kennedy Plaza

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 401.274.1360
 landscape architects/urban designers

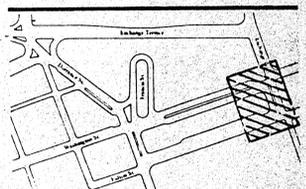
RIPTA CABLE CONDUIT PLAN

August 10, 1993 sheet 4 of 5
 scale 1"=10' drawing no.
 drawn A.V.A.
 checked



SUBMITTED FOR REVIEW **99** %

no. revision Date by



Kennedy Plaza

Albert Vori & Associates, Inc.
70 Elm Street Providence Rhode Island 02903
401.274.1360
landscape architects/urban designers

RIPTA CABLE CONDUIT PLAN

Date: AUGUST 10, 1993 sheet 5 of 5
scale 1" = 10' drawing no.
drawn A.V.A.
checked

Match Line -
See Plan # 3

#94-5

9/93

Site improvements
to cable conduit
installation -
Kennedy
P. Mayo