

RESOLUTION OF THE CITY COUNCIL

No. 49

Approved January 29, 1993

WHEREAS, FLEET NATIONAL BANK (hereinafter "FLEET") has sought to construct a pedestrian ramp adjacent to its real estate located at 814 Hope Street, Providence, Rhode Island 02906.

WHEREAS, said ramp has been proposed in order to facilitate the passage of the disabled;

WHEREAS, upon the filing of said petition by FLEET, various municipal departments and public utility concerns were informed of said petition and their comments solicited;

WHEREAS, inter alia, the Department of Public Works upon investigation has found that the proposed construction will not unduly impede other pedestrian traffic;

IT IS HEREBY RESOLVED; FLEET is granted permission to construct a pedestrian access ramp at the above referenced location. Said grant is specifically conditioned upon the following:

a.) The grantee shall construct said ramp in accordance with the plans submitted by Grantee as the same has been or shall be modified by the Department of Inspection and Standards and the City Council Committee on Public Works.

b.) The Grantee shall enter into an indemnification and hold harmless agreement with the City in a form satisfactory to the office of the City Solicitor.

c.) The Grantee shall provide insurance coverage against loss or injury in an amount of not less than One Hundred Thousand (\$100,000.00) Dollars, with the City of Providence its agents, servants, officers and employees being named as an additional insureds.

d.) Grantee shall undertake all construction in accordance with the plans submitted to the Director of the Department of Inspection and standards'; the Department of Public Works, and the Department of Traffic Engineering; as the same may have been amended or modified.

e.) The City shall retain a right of reverter in the premises.

Should the Grantee fail to comply with or to abide by any of the above referenced conditions, or cease to be used for a pedestrian access ramp, the premises shall automatically revert to the full fee and control of the City of Providence; any agreement hereunder shall be null and void, and any right or fee created hereunder shall be forever extinguished without recourse by the Grantee or any successor in interest.

f.) Further, the Grantee expressly agrees - which agreement shall be evidenced by the commencement of any construction provided hereunder that:

1. All documents obtained in connection with Grantee's petition including any minutes, voice recording or transcription of the same shall comprise the official record of Grantee's position;

2. The Grantee is presumed to assent to and comply with all recommendations, requests and the like - including but not limited to: modifications of Grantee's original plan, landscaping alteration, set-back adjustments, rights of access to utility concerns and federal, state and municipal departments or agencies - which are contained in the official record presented to the City Council Committee on Public Works;

g.) Such other amendments or modifications as the Mayor or Office of the City Solicitor may deem necessary to effect the purpose of this Resolution and to promote the health and safety of the citizenry

IN CITY COUNCIL
JAN 21 1993
READ AND PASSED
Philip V. Fargnoli
ACTING PRES.
Michael L. Clement
CLERK

APPROVED
JAN 29 1993
Vincent A. Cianci
MAYOR

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:

RECEIVED
CITY OF PROVIDENCE
OCT 1 1992

The undersigned respectfully petitions your honorable body

to allow Fleet National Bank the right to install a ramp at the following branch locations to allow for handicapped accessibility:

- Fleet National Bank - Hope Street Branch
814 Hope Street
Providence, RI 02906
- Fleet National Bank - Washington Park Branch
1473 Broad Street
Providence, RI 02905

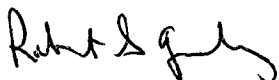
Please refer to the following enclosures:

- Pictures of existing conditions
- Proposed construction plans and specifications (3 sets for each branch)

Please do not hesitate to contact me at 278-6423 if you should have any questions concerning this matter.

Thank you.

Respectfully submitted,



Robert S. Greenberg
Assistant Vice President
Bank Properties Department
Fleet National Bank
September 30, 1992

Enclosures

SEP 30 1992

SEP 30 2 43 PM '92
CITY OF PROVIDENCE, R.I.

IN CITY COUNCIL
OCT 15 1992
FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS

Michael R. Clement CLERK

THE COMMITTEE ON
PUBLIC WORKS

Approved Passage of
The Within Resolution *Petition*
Barbara A. Garrison
1/5/93 Clerk

From The Clerk's Desk

MERLIN A. DeCONTI, JR., P.E.

Director



VINCENT A. CIANCI, JR.

Mayor

Department of Inspection and Standards

"Building Pride In Providence"

MEMO

To: Councilman Robert M. Clarkin,
Chairman-Committee on Public Works

From: Merlin A. DeConti, Jr. *MAD* Director

Date: Nov. 6, 1992

Re: Handicapped Ramps

This Department has reviewed the proposed handicapped ramps for the Fleet National Bank branches, at 814 Hope Street and 1473 Broad Street, that were referred to this Department by the City Clerk.

The plans as proposed comply with the R.I. State Building Code requirements. Therefore, this Department has no objection to the City Council approving the petition of Fleet National Bank at these locations.

MAD, JR:np

Enc.

B. JAMES SUZMAN

Director



VINCENT A. CIANCI, JR.

Mayor

Department of Public Works

"Building Pride In Providence"

MEMORANDUM

TO: Michael Clement, City Clerk

FROM: B. James Suzman, Director

DATE: December 3, 1992

RE: Handicapped Ramps - (70 Ship St.) (111 Westminster St.) (814 Hope St.)
(1473 Broad St.)

The City Engineer's Office states as follows:

1. The applicant must conform with the City Engineer's guidelines as to ramp design and construction.
2. The applicant must sign a hold-harmless agreement with the City thereby indemnifying the City.

BJS:cs

CAESAR D. FLORIANI

CHAIRMAN



VINCENT A. CIANCI, JR.

MAYOR

Building Board of Review

"Building Pride In Providence"

M E M O R A N D U M

TO: Barbara Poirier, City Clerk's Office

FROM: Peter D. Carnevale, Secretary, Building Board of Review

DATE: December 29, 1992

SUBJECT: 1.) Fleet National Bank - 1473 Broad Street
2.) Fleet National Bank - 814 Hope Street

Please be advised that the Building Board of Review has approved the construction of a ramp for handicapped accessibility at the above locations. The Board's decision was rendered at its last meeting held on December 16, 1992.

FLEET NATIONAL BANK

AMERICANS WITH DISABILITIES ACT
HOPE STREET BRANCH

814 HOPE STREET
PROVIDENCE, RHODE ISLAND 02902

PROJECT MANUAL

EKMAN ARP & SNIDER

ARCHITECTS

Twenty Five Messenger Drive Warwick, Rhode Island 02888-1087

ATMSTF

GENERAL CONDITIONS

INSURANCE REQUIREMENTS

It is Fleet National Bank's policy to require insurance and evidence of the coverages insuring each contractor who performs work for Fleet National Bank. Certificates of insurance, which have been issued by the broker and issued to Fleet National Bank, shall be satisfactory evidence. The certificates of insurance shall name Fleet National Bank as an additional insured.

Required coverages are:

- 1) Workers' Compensation and Employers' Liability
(Additional insured requirement not applicable):
 - a. Workers' Compensation: Statutory Coverage
 - b. Employers' Liability:
 - by accident: \$ 100,000 each accident
 - by disease: \$ 100,000 each employee
 - by disease: \$ 500,000 policy limit
- 2) Commercial General Liability:
 - Bodily Injury and Property Damage:
(Policy to include the Contractual Liability and Completed Operations perils).
 - \$ 1,000,000 combined single limit per occurrence
 - \$ 2,000,000 aggregate any one policy year.
- 3) Automobile Liability including owned, non-owned, and hired vehicles. Vehicles of subcontractors and material suppliers must have this same protection:
 - Bodily Injury and Property Damage:
 - \$ 1,000,000 combined single limit per occurrence
 - \$ 2,000,000 aggregate any one policy year.

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner and the architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

BIDDING REQUIREMENTS

After receipt of bids and their opening, all bids shall be irrevocable and not subject to withdrawal for any cause whatsoever for a period of sixty days after receipt of bids.

Fleet National Bank may consider the competence and the responsibility of bidders and may reject any or all bids, or any part thereof, for whatever reason it deems appropriate.

Fleet National Bank considers standard printed forms and vendor literature for general information purposes only. Any differences between said material and the specification documents will not be considered binding unless the bidder takes exception by itemizing the change.

RIGHT TO AUDIT

In case of dispute, Fleet National Bank, or its authorized agent, shall be afforded access to all of the Contractor's records relating to any work performed under this contract.

The Contractor shall maintain detailed records so that proper financial management control can be maintained and the accuracy/reasonableness of all charges verified.

Fleet National Bank, at its option, may review said records and/or request that evidence of payments to subcontractors (lien releases) be furnished prior to making payment to the Contractor.

This exhibit does not preclude the Contractor's responsibility to exercise proper control over the work (i.e. materials, labor, etc...) nor make a profit/loss thereon.

TEMPORARY FIRE PROTECTION

The General Contractor shall be required to provide temporary fire protection. Provide fire watch during welding operations.

SAFETY PRECAUTIONS: OSHA

These construction documents, and the joint and several phases of the construction hereby contemplated are to be governed, at all times, by applicable of the federal law(s), including but not limited to, the latest amendments of the following: Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91:596; Part 1510 Occupational Safety and Health standards, Chapter XVII of Title 29, Code of Federal Regulations; Part 1518 Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

This project, the Contractor, and his Subcontractors shall, at all times, be governed by Chapter XIII of Title 29, Code of Federal Regulations. Part 1518, Safety and Health Regulations for Construction, (36FR75), as amended to date.

COORDINATION

The Contractor shall be responsible for coordination of all trades. He shall verify dimensions and job conditions before proceeding with work. The Contractor shall be responsible for filing plans with the authorities having jurisdiction and shall obtain building permits.

APPLICATIONS FOR PAYMENT

Each application for payment shall be accompanied by Waivers of Mechanics Liens from all Contractors and material suppliers. A ten percent retainage will be deducted from each requisition for payment. Final payment, including retainage, will be made after the punch list has been completed and final observation made.

BIDS

Written bids are due OCT. 14, 1992 at 12:00 noon. Contractors are to use enclosed bid form.

GENERAL SPECIFICATIONS

Asphalt-Aggregate Paving - Provide plant mixed, hot laid mixture complying with ASTM D 3515 and as recommended by local paving authorities to suit project conditions. If not specified on plans, depth to match existing.

Concrete - Provide normal weight concrete with minimum 3000 psi; 28 day compressive strength. All exposed concrete shall have air entrainment of 6% (+/- 1%). Comply with ACI 301, ACI 318 or CSRI "Manual of Standard Practice", which ever is more stringent.

Structural Steel - shapes, plates and/or bars shall be ASTM A36 steel, shop primed with fabricator's standard rust inhibiting primer.

Miscellaneous Metals - Provide all miscellaneous metal fabrications and anchors as required for complete job.

Rough Carpentry - Comply with PS 20-70 for each indicated use. Provide all framing, grounds, furring and nailers as indicated. Exterior plywood shall be APA rated sheathing.

Caulking and Sealants - Tremco Dymeric color as selected by Architect.

Finish Hardware - New hardware shall be heavy duty commercial grade. Finish to match existing. Keying to be as specified by Fleet National Bank.

Resilient Base to match existing.

Painting - All interior paint (if required by damage) and painting of exterior metal to be Pratt & Lambert. Metal rails to have two coats of alkyd gloss enamel over shop prime.

Vinyl Wallcovering - New VWC to match existing. Install per manufacturer's recommendations (if required by damage).

Shop Drawings - The contractor shall furnish shop drawings and/or samples for handrails and material color selections for rubber flooring and entrance mat.

Demolition - All materials not used in construction shall be removed from site as soon as possible. The contractor shall be responsible for any damage to the existing building.

Aluminum Entrance Framing and Doors -

Aluminum Members - Alloy and temper recommended by the manufacturer for strength, corrosion resistance, and application of required finish; comply with ASTM B 221 for aluminum extrusion, ASTM B 209 for aluminum sheet or plate and ASTM B 211 for aluminum bars, rods and wire. Match existing profiles, sizes and finish. Comply with manufacturers instructions and recommendations for installation. See drawings for door sizes and types.

Pipe and Tube Railings - Fabricate and install handrails and railing systems to comply with requirements of ASTM E 985 for structural performance based on testing performed in accordance with ASTM E 894 and E 935. Provide steel pipe; ASTM A 53, Type S, Grade B. All joints welded, seamless and ground smooth. Shop prime with manufacturer's standard rust inhibiting primer.

Self Levelling Underlayment - Provide "Bonsal" self-levelling underlayment.
Shotblast existing concrete slab and provide primer as indicated by
manufacturer. Installation shall be in accordance with manufacturers
instructions.

GENERAL NOTES

Bidders shall visit site branch prior to submitting their bids. Bidders shall notify Robert Greenberg at 278-6423 to schedule site visits.

With the exception of two (2) consecutive weekends in which the ATM will be closed, the contractor shall complete all work in such a manner so as not to disrupt branch/ATM operations.

The suggested sequence of construction operations is as follows:

The first weekend (ATM is closed):

Remove entrance framing and finishes at Door No.101, prepare and level the floor. Excavate, form, pour, strip and protect the frost wall/concrete step and platform surface as required until concrete has set. Replace existing entrance framing and doors with new.

The following business week (maintain branch/ATM operations):

Form, pour and protect the ramp.

The following weekend (ATM is closed):

Remove and replace the remaining sidewalk sections as shown on the drawings.

Electrical, Telephone, and Alarm work to be the responsibility of others.

Items noted on the drawings as existing conditions shall be verified by the General Contractor. In the event that conditions in the field differ from those shown on the drawings or when conditions are uncovered which are different from the drawings, the General Contractor shall notify the Architect.

General Contractor shall secure all wall openings with plywood and wood stud partitions at the end of each days work. Alarm provisions shall be by others. (This is as required during the first weekend of work only).

Existing surfaces in areas of Work to be cleaned at completion of Project.

9104607S/I

Bid Submission Form

Mr. Robert S. Greenberg
Assistant Vice President
Fleet National Bank
Bank Properties Department
111 Westminster Street
Providence, RI 02903-2305

Re: Americans With Disabilities Act
Fleet National Bank - Hope Street

Dear Mr. Greenberg:

The undersigned contractor has examined the above captioned project's bid documents and has visited the site. Also, the contractor asserts that the bid is fair in all respects and was prepared without collusion with another contractor submitting a bid for the work. Assuming the undersigned contractor's bid is accepted by Fleet National Bank, said contractor shall complete the work specified in the bid documents for the following lump sum quotation within the time frame quoted below:

_____ Dollars (\$_____)

The contractor acknowledges receipt of addendum/addenda _____.

The contractor shall apply for the permit immediately following award notification and shall complete the work within _____ calendar days of receipt of the permit.

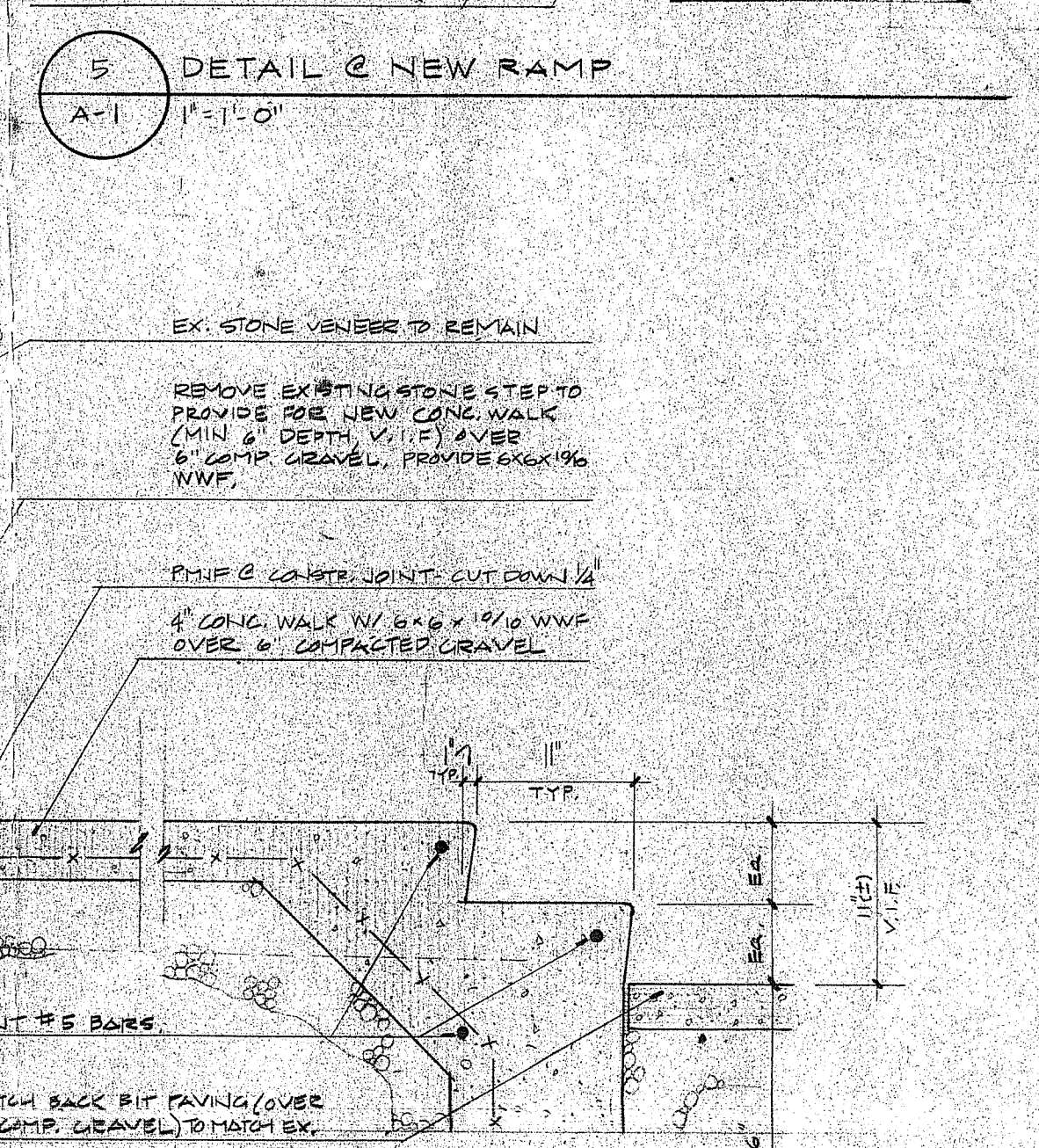
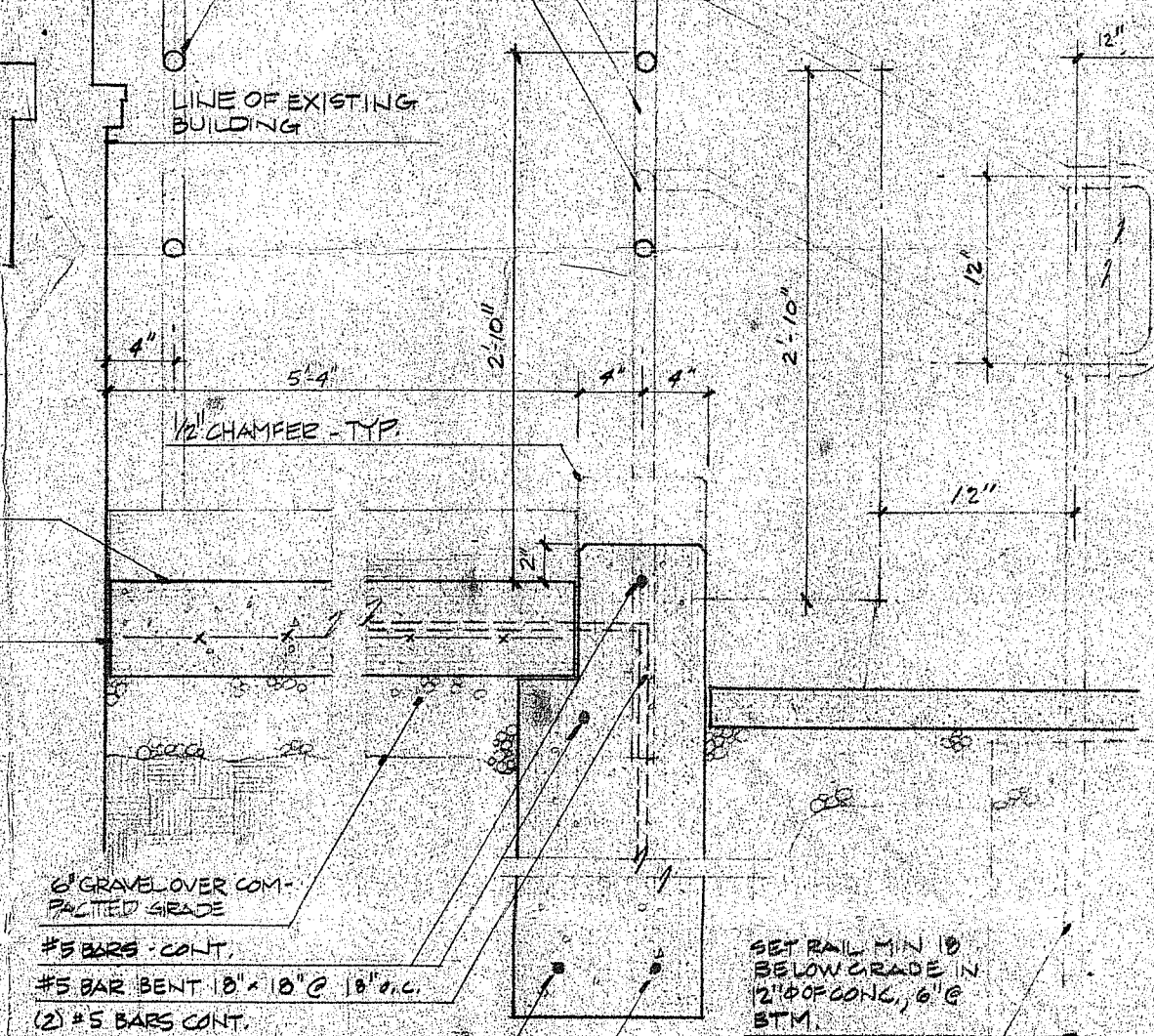
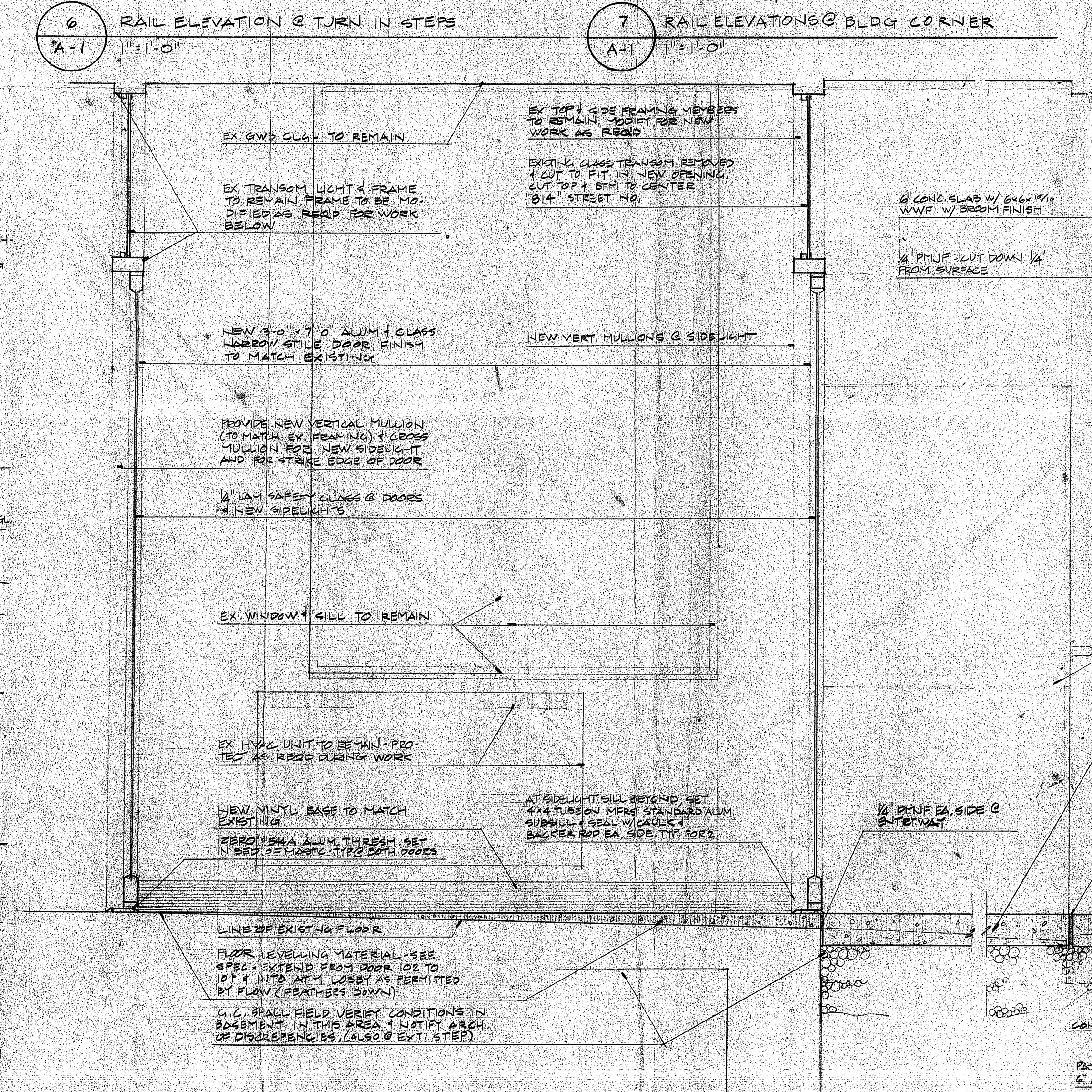
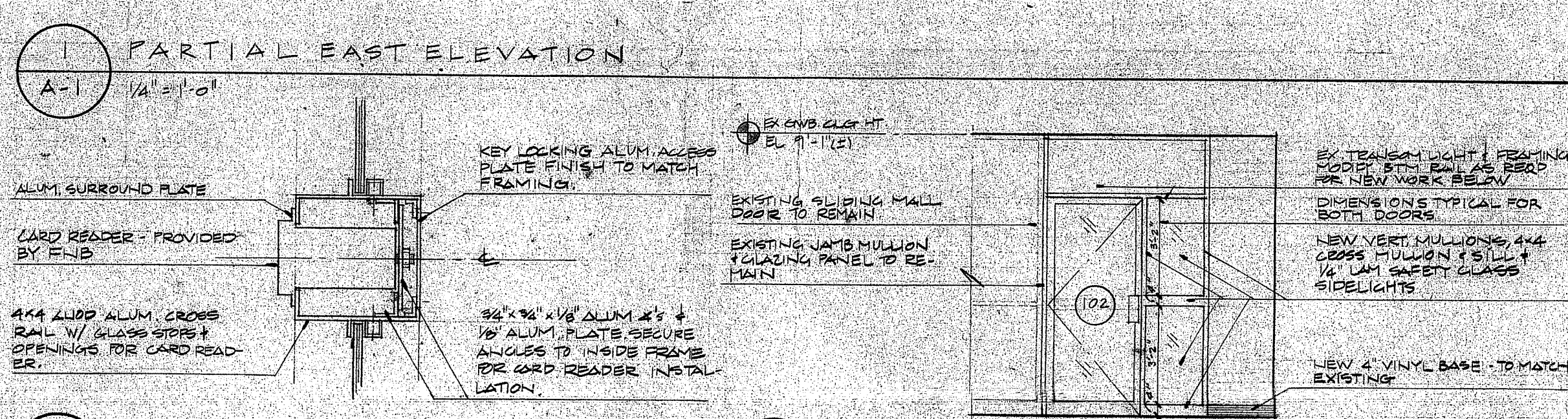
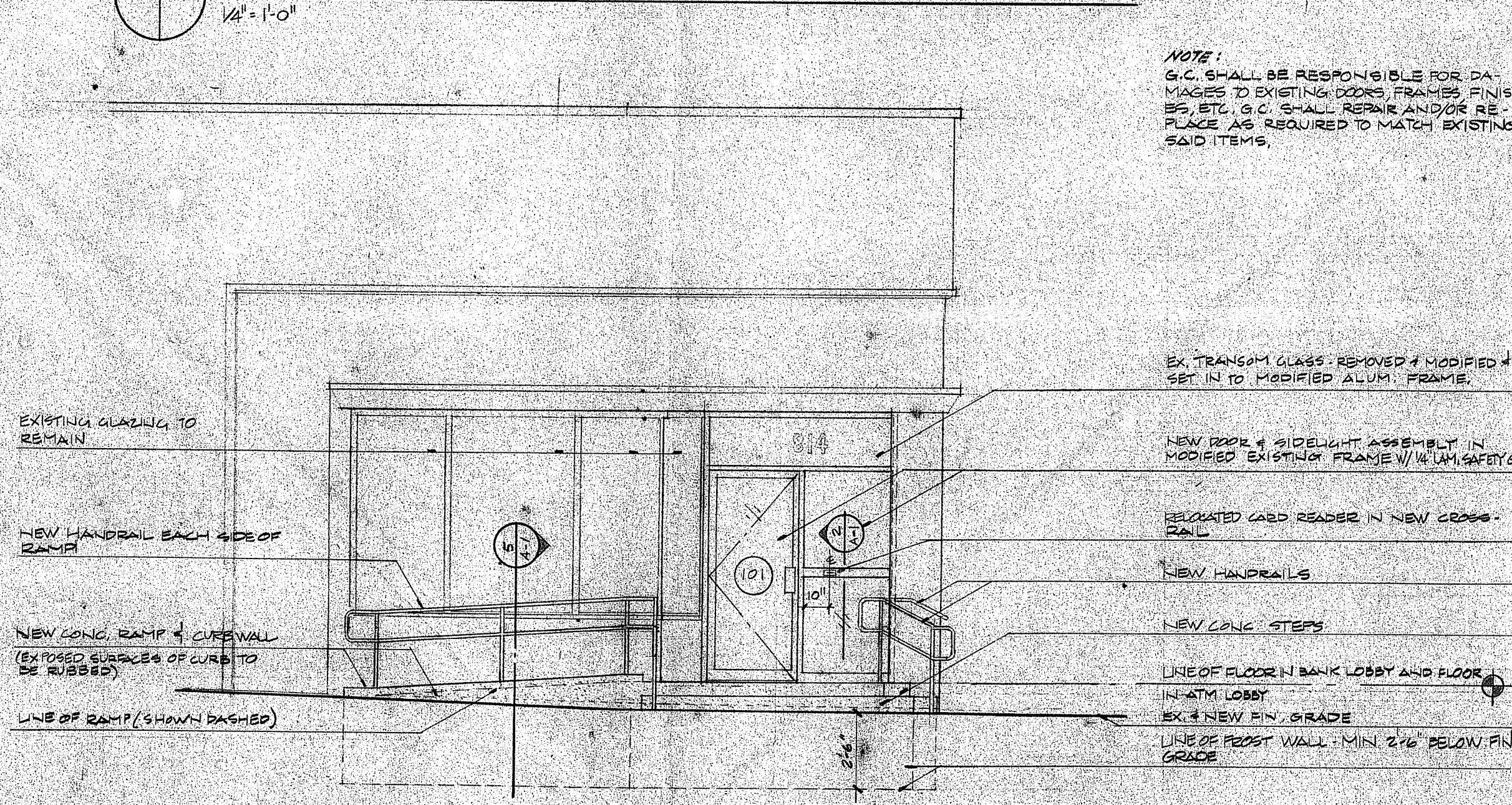
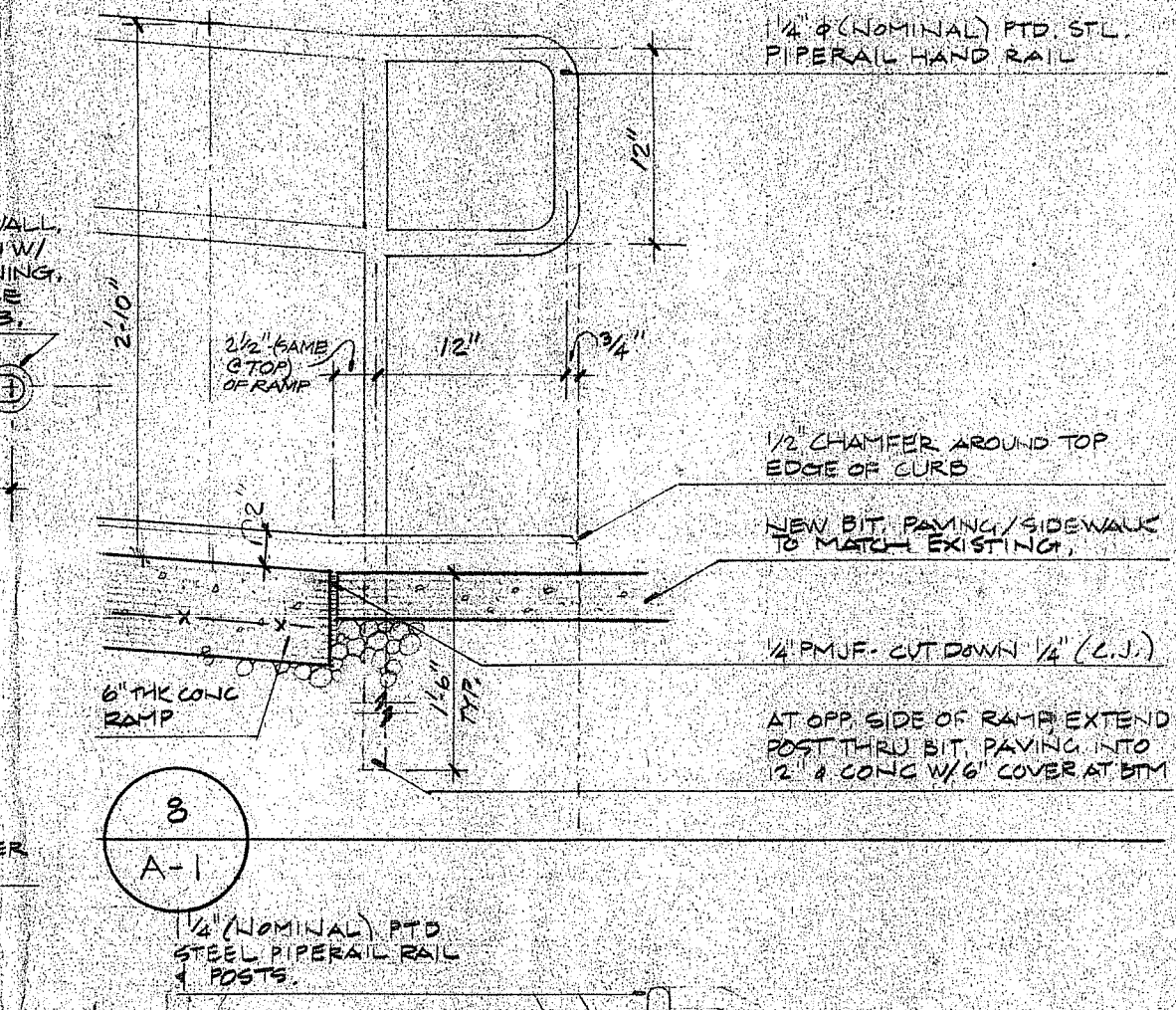
The bid shall not be withdrawn for a period of sixty (60) days from the due date.

Signature

Title

Company

October 14, 1992
Date (due date)



Charles R. Mansolillo
City Solicitor



Vincent A. Cianci, Jr.
Mayor

Department of Law
"Building Pride In Providence"

MEMORANDUM

TO: BARBARA POIRIER
OFFICE OF THE CITY CLERK

FROM: JOHN T. D'AMICO, JR.
CITY SOLICITOR'S OFFICE

J.T.D. Jr. cc

DATE: AUGUST 12, 1993

Enclosed please find original indemnification agreement and certificate of insurance with respect to Fleet National Bank's application for construction of a handicapped accessibility ramp at 814 Hope Street in order to complete your file on the same.

Please be advised that I am forwarding photocopies to the Department of Public Works and the Department of Inspections and Standards so that their files might reflect the existence of the executed agreement.

JTD:cc
Enclosures

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

04/05/93

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

RIEDMAN CORPORATION
45 EAST AVENUE
ROCHESTER, NY 14604
716-232-4424

INSURED

FLEET FINANCIAL GROUP, INC.
FLEET NATIONAL BANK
111 WESTMINSTER STREET
PROVIDENCE, RI 02903
ATTN: GIL TEJA

COMPANIES AFFORDING COVERAGECOMPANY
LETTER **A**

GENERAL ACCIDENT INSURANCE CO.

COMPANY
LETTER **B**COMPANY
LETTER **C**COMPANY
LETTER **D**COMPANY
LETTER **E****COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY					
A X	COMMERCIAL GENERAL LIABILITY	*GL 0130456-08	4/01/93	4/01/94	GENERAL AGGREGATE \$ -----
	CLAIMS MADE X OCCUR.				PRODUCTS-COMP/OP AGG. \$ 5,000,000
	OWNER'S & CONTRACTOR'S PROT.				PERSONAL & ADV. INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 500,000
					MED. EXPENSE (Any one person) \$ 5,000
AUTOMOBILE LIABILITY					
	ANY AUTO				COMBINED SINGLE LIMIT \$
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS				PROPERTY DAMAGE \$
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
EXCESS LIABILITY					
	UMBRELLA FORM				EACH OCCURRENCE \$
	OTHER THAN UMBRELLA FORM				AGGREGATE \$
WORKER'S COMPENSATION					
	AND				STATUTORY LIMITS
	EMPLOYERS' LIABILITY				EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS *CITY OF PROVIDENCE, ITS AGENTS, SERVANTS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED'S WITH RESPECT TO THE HANDICAPPED RAMP AT 814 HOPE STREET, PROVIDENCE, RI.

CERTIFICATE HOLDER

CITY OF PROVIDENCE
CITY HALL
PROVIDENCE, RI 02903

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James R. Riedman

INDEMNIFICATION AGREEMENT

WHEREAS, Azarig Kooloian and Elizabeth Kooloian (hereinafter "Petitioners") have sought to construct a ramp approach to their premises located at 814 Hope Street, Providence, Rhode Island.

WHEREAS, said ramp as proposed and approved will encroach upon the public walkway located in the City of Providence (hereinafter "the City");

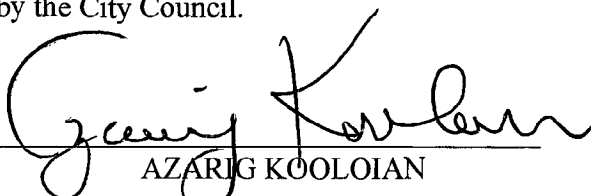
WHEREAS, after study of Petitioners' request, the City, acting through its appropriate authorities, has deemed to allow said encroachment upon certain conditions as embodied in Resolution No. 49

WHEREAS, Petitioners have agreed to execute the within so as to meet one of said conditions. In consideration of the sum of One (\$1.00) Dollar, receipt of which is hereby acknowledged, the grant of the relevant easement and other good and valuable consideration;

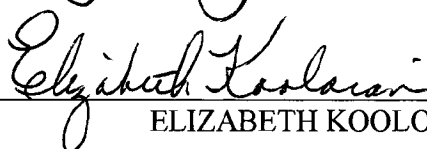
Petitioners who have represented their ownership of the relevant abutting property, for itself, its heirs, assigns, transferees, mortgagors and any and all successors in interest of whatever nature and wheresoever located, does agree to indemnify the City of Providence, its officers, agents, servants and employees against all claims, suits, costs, losses and expenses that may in any manner result or arise out of the laying, maintenance, repair, renewal, use or presence of their so-called ramp-approach or so-called handicapped ramp constructed pursuant to the above-referenced petition.

It is further agreed that the within agreement:

- (a) Shall be, together with a certified original of the above-referenced Resolution, recorded in the Office of Land Evidence of the City of Providence;
- (b) Shall be deemed to run with the land;
- (c) Shall remain in full force and effect for so long as the encroachment has been specifically granted above or in the absence of a specific term said encroachment ceases to be utilized for the purposes permitted by the City Council.



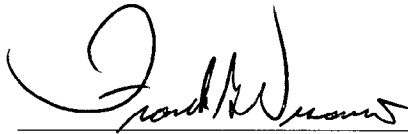
AZARIG KOOLIOIAN



ELIZABETH KOOLIOIAN

STATE OF RHODE ISLAND
PROVIDENCE, SC.

In Providence, on this 4th day of AUGUST, 1993, before me personally appeared the above-named Azarig Kooloian and Elizabeth Kooloian to me known and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument executed by him/her to be his/her free act and deed.



Notary Public FRANK G. VERSUSO

MY COMM. EXP. 7/18/95